

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000975 / CONTRACT NO. 1650
FOR GREEN INFRASTRUCTURE PROJECT 1-2: PASEO GATEWAY/KCU
WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and McClure Engineering Company (“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:

This Project by the Water Services Department is an additional phase of the Independence & Paseo Intersection Improvements Project (Project Number 70142204) by the Parks & Recreation Department. This Project is for green infrastructure in the Northeast Industrial District (NEID) basin to capture and treat stormwater runoff for approximately 18 impervious acres tributary to Outfall 074. The Project is located northeast of the intersection of Independence Avenue and Paseo Boulevard and generally bound by Cliff Drive on the north, Independence Avenue on the south, Paseo Boulevard on the east, and the western edge of the Kansas City University (KCU) campus, Maple Boulevard, on the west. The Project includes design of extended wet detention green infrastructure, design of a SCADA control system and instrumentation to manage the flow of stormwater within the green infrastructure, and bid phase services for the construction of the green infrastructure and SCADA system. The project also includes field investigations to evaluate feasibility of extending stormwater collection to increase the tributary drainage area to the green infrastructure.

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

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

- A. Design Professional shall perform Scope of Services listed in **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.

- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$363,000.00, as follows:

1. \$103,450.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$246,395.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$13,155.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to

Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

Director's Office
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0504
Facsimile: (816) 513-0226
E-mail address: wes.minder@kcmo.org

Design Professional:

McClure Engineering Company
Contact: Jay Burress
Address: 11031 Strang Line Road Lenexa, KS 66215
Phone: (913) 307-2547
E-mail address: jburress@mcclurevision.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Truth-In-Negotiation Certificate

Attachment H – Affidavit of Compliance with the Federal Consent Decree

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0487-GAF

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

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

Attachment I – Non-Construction Subcontractors Listing

Attachment J – Non-Construction Application for Payment

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

Sec. 11. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

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

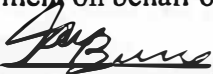
Each party is signing this Agreement on the date stated opposite that party’s signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: May 18, 2022

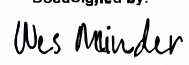
By: 

Name: Jay Burrell, P.E. ENV SP

Title: Project Manager

Date: Aug 30, 2022

KANSAS CITY, MISSOURI

DocuSigned by:

50CCF2CC28AE147272

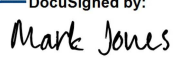
By: _____

Name: Srini Vallabhaneni

Title: Smart Sewer Officer

Smart Sewer & Stormwater Divisions

Approved as to form:

DocuSigned by:

0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by:

996237FFA75F404...

9/18/2022

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 Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or

other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

1. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will

maintain the affirmative action program in place for the duration of the Contract.

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

3. 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.

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design

Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible

to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

Sec. 24. Quality Services Assurance Act.

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 25. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00

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

Sec. 26. Truth-In-Negotiation Certificate.

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

Sec. 27. Consent Decree Project.

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent

Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

Day 1 through Day 30 - \$1,000.00 per day;
 Day 31 through Day 60- \$2,000.00 per day;
 Day 61 and thereafter - \$4,000.00 per day.

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

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

Design Professional: McClure Engineering Company
Owner: City of Kansas City, Missouri
Project: Green Infrastructure Project 1-2: Paseo Gateway/KCU
City Contract No.: 1650
City Project No: 81000975

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the implementation of a green infrastructure project to capture storm flows prior to entering the combined sewer system in the Northeast Industrial District (NEID) Basin of Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to implement green infrastructure to achieve a higher level of overflow control downstream of the Project area, which is located in Kansas City, Missouri. As such, the CITY is contracting with the DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare preliminary and construction contract documents for the Green Infrastructure Project 1-2: Paseo Gateway/KCU project (Project) as part of the Smart Sewer Program (SSP). The project will focus on reducing typical year combined sewer overflows in the NEID Basin through green infrastructure. The Project boundaries are generally Cliff Drive on the North, Independence Avenue on the South, Paseo Boulevard on the East, and Maple Boulevard on the West.

The DESIGN PROFESSIONAL shall conduct the Work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in the case of discrepancies.

Critical project success factors are:

1. Engaging professionals with proven experience in Instrumentation and Controls System Design, Site Design, and Landscape Architecture for green infrastructure applications.

2. Collaboration/coordination with key stakeholders including the CITY's Parks and Recreation Department (KC Parks) and Kansas City University (KCU).
- D. Follow-On Phases. At the discretion of the CITY and after completion of the bidding phase of the Project, the DESIGN PROFESSIONAL may be requested to provide additional services related to the construction phase of the Project.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
1. Performance of professional engineering services necessary to develop final design for green infrastructure with a real-time control system to capture and treat approximately eighteen (18) acres of impervious tributary area upstream of Outfall 074 in the NEID Basin.
 2. Performance of professional services for the bidding phase of the Project.
- F. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
- Task Series 100 - Project Management and Administration
- Task Series 200 - Field Investigations
- Task Series 300 - Develop Construction Contract Documents
- Task Series 400 - Green Infrastructure Operations and Maintenance Manual
- Task Series 500 - Bid Phase Services
- G. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment, or shall be provided as Optional Services upon written authorization from the CITY.
- I. Responsibilities of CITY and SSP Team.
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other CITY departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
 3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer Program Management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the

project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the Project.

- J. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL. DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL will be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete Task Series 100 through 400 within one hundred sixty (160) calendar days following Notice to Proceed (NTP). DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by DESIGN PROFESSIONAL under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct, and oversee each element of Basic Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities shall be provided by the DESIGN PROFESSIONAL.

Task 101 Project Management Services

Provide project administration and management services necessary throughout the Project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report, which shall accompany the monthly invoice submittal. A PDF copy of the invoice and project status report shall be uploaded to the CITY's document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each Task Series.

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Work Plan

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the Project includes, at minimum, the following:
 - a. A summary of dedicated key team members roles and responsibilities and contact information.
 - b. A summary of the Project's key milestones and deliverable (with delivery date).
 - c. An initial schedule for performance of all work through the end of the contract period.
 - d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** DESIGN PROFESSIONAL shall submit the draft Work Plan (a single electronic file in portable document format - PDF) within twenty-one (21)

calendar days of the Notice to Proceed. CITY will review the draft Work Plan and provide comments. DESIGN PROFESSIONAL shall revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic copy of the final Work Plan in a PDF.

Task 106 Meetings

1. **Project Kickoff Meeting.** After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a virtual Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, and other logistics of project execution, including initial project schedule and content of deliverable review meetings. CITY Project Manager shall prepare and distribute draft meeting summary notes (who attended, what was discussed, what decisions were made, what decisions are outstanding) to be reviewed and finalized by DESIGN PROFESSIONAL within seven (7) calendar days after receipt of meeting summary notes from CITY Project Manager.
2. **Deliverable Review Meetings.** Participate in up to three (3) deliverable review meetings (after 60%, 90%, and 100% deliverables) with CITY to discuss review comments provided by CITY. CITY Project Manager shall prepare and distribute meeting summary notes (who attended, what was discussed, what decisions were made, what decisions are outstanding) to be reviewed and finalized by DESIGN PROFESSIONAL within seven (7) calendar days after receipt of meeting summary notes from CITY Project Manager. This task also includes coordination efforts with stakeholders including the Parks & Recreation Department (KC Parks) and KCU.

TASK SERIES 200 - FIELD INVESTIGATIONS

DESIGN PROFESSIONAL shall perform tasks on site to support design for the stormwater and green infrastructure appurtenances including:

Task 201 Sewer Investigations

DESIGN PROFESSIONAL shall conduct investigation and topographic survey as necessary to determine routing and alignment of storm and sanitary services within the KCU campus. Investigation work includes scoping and CCTV of lines and necessary smoke and dye testing. Specifically, the areas include:

1. Storm and sanitary sewer service lines around Strickland Pavilion.
2. Storm and sanitary sewer service lines around Leonard Hall.
3. Storm and sanitary structures along Woodland Avenue and Missouri Avenue.

Task 202 Geotechnical Subsurface Investigations

DESIGN PROFESSIONAL shall conduct geotechnical services to provide subsurface recommendations within the Project area and slope guidelines for the proposed green infrastructure.

TASK SERIES 300 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

Task 301 Develop 60% Construction Contract Documents

1. **Green Infrastructure.** DESIGN PROFESSIONAL shall provide design services for an extended wet detention basin at the northeast corner of the intersection of Independence Avenue and The Paseo.
2. **Electrical/Control System.** DESIGN PROFESSIONAL shall provide design services for real-time control system for the green infrastructure facility to facilitate monitoring and control the system through PlantPAX SCADA system. Green infrastructure is intended to be connected to the SCADA system via the CITY's fiber network. It is assumed that this SCADA system is already routed to the green infrastructure site as necessary and is not a part of this scope of work. DESIGN PROFESSIONAL is responsible for coordination with local electrical utility for power source and location.
3. **60% Drawings.** DESIGN PROFESSIONAL shall provide drawings using a template provided by the CITY. The format used for the drawings shall comply with CITY's Electronic Format requirements, design procedures, drafting standards and design criteria. Sheets included with draft drawings may include, but not be limited, to:
 - a. Sediment and Erosion Control Plan
 - b. Demolition Plan
 - c. Layout and Staking Plan & landscape plan
 - d. Plan and Profile, on the same sheet for piping systems
 - e. Grading Plan, with Survey Verification Points and spot elevations
 - f. Plan View of Green Infrastructure (locations of components with northing/easting as necessary, spot elevations & lighting.
 - g. Section Views (as applicable)
 - h. Details, using the Green Stormwater Infrastructure Manual Detail Templates
 - i. Utility Plans and Details
 - j. Structural Plans and Details
 - k. Process & Implementation Diagram (P&ID) describing logic and function of Control System
 - l. Instrumentation Plan
 - m. Control Panel Layout Plan, Mounting Detail, and Connection Details
 - n. Lighting Plan
 - o. Electrical Power Distribution Plans for instruments, equipment, and lighting including, but not limited to one (1) flow meter, two (2) level transmitters, two (2) gate actuators, and recirculation pump(s)
 - p. Fiber Optic Installation Plan and Connection Detail (Fiber optic line should extend from existing CITY fiber location adjacent to site to Control Panel)
4. **60% Specifications.** DESIGN PROFESSIONAL shall prepare draft technical and/or performance specifications (as applicable) for inclusion in the Project Manual. These technical and performance specifications shall include, but not be limited to:
 - a. 00412 Adjustment Unit Prices
 - b. 01015 Specific Project Requirements
 - c. 01270 Measurement and Payment

- d. Green Stormwater Infrastructure Construction Specifications, using SpecsIntact
 - e. Project-specific technical specifications for Green Infrastructure and Electrical/Control System
 - f. Project-specific performance specification for the control system that includes a narrative of set points for operation of controls (minimum and maximum water levels, water level considerations based on vegetation design and inundation tolerance time, and provisions for weather forecasting).
5. **60% Opinion of Probable Construction Cost.** DESIGN PROFESSIONAL shall prepare an opinion of probable construction cost based on the 60% Drawings and Specifications. The 60% cost opinion shall be Class 2 consistent with AACE standards. The expected accuracy on the low end shall be -5 to -15 percent and the expected accuracy on the high end shall be from +5 to +20 percent.
6. **60% Construction Contract Document Submittal.** DESIGN PROFESSIONAL shall submit the following:
- a. One (1) PDF of the 60% Drawings
 - b. One (1) PDF and one (1) Word Document of the 60% Specifications
 - c. One (1) PDF and one (1) Excel Workbook of the 60% Opinion of Probable Construction Cost

Task 302 Develop 90% Construction Contract Documents

1. **90% Drawings.** The 90% Drawings are intended to be part of a complete, bid-ready set of construction documents. DESIGN PROFESSIONAL shall revise the 60% Drawings based on CITY review comments and resubmit as the 90% Drawings.
2. **90% Specifications.** The 90% Specifications are intended to be part of a complete, bid-ready set of construction documents. DESIGN PROFESSIONAL shall revise the 60% Specifications based on CITY review comments and resubmit as the 90% Specifications (as applicable) for inclusion in the Project Manual. CITY shall be responsible for development of the Project Manual, including the standard “front end” documents and Divisions 1 through 16 (CSI format) except for the Specifications provided by the DESIGN PROFESSIONAL include, but not be limited to:
- a. 00005 Construction Certification Page
 - b. 00412 Adjustment Unit Prices
 - c. 01015 Specific Project Requirements
 - d. 01270 Measurement and Payment
 - e. Green Stormwater Infrastructure Construction Specifications, using SpecsIntact
 - f. Project-specific technical specifications for Green Infrastructure and Electrical/Control System
- Project-specific performance specification for the control system that a narrative of set points for operation of controls (minimum and maximum water levels, water level considerations based on vegetation design and inundation tolerance time, and provisions for weather forecasting).

3. **90% Opinion of Probable Construction Cost.** DESIGN PROFESSIONAL shall prepare an opinion of probable construction cost based on the 90% Drawings and Specifications. The 90% cost opinion shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent.
4. **90% Construction Contract Document Submittal.** DESIGN PROFESSIONAL shall submit the following:
 - a. One (1) PDF of the 90% Drawings
 - b. One (1) PDF and one (1) Word Document of the 90% Specifications
 - c. One (1) PDF and one (1) Excel Workbook of the 90% Opinion of Probable Construction Cost

Task 303 Develop 100% Construction Contract Documents

1. **100% Drawings.** DESIGN PROFESSIONAL shall revise the 90% Drawings based on CITY review comments and resubmit as the 100% Drawings. The 100% Drawings are the CITY's final opportunity to review the Drawings before the DESIGN PROFESSIONAL signs and seals the final Drawings.
2. **100% Specifications.** DESIGN PROFESSIONAL shall revise the 90% Specifications based on CITY review comments and resubmit as the 100% Specifications (as applicable) for inclusion in the Project Manual. The 100% Specifications are the CITY's final opportunity to review the following Specifications before the DESIGN PROFESSIONAL signs and seals them.
3. **100% Opinion of Probable Construction Cost.** DESIGN PROFESSIONAL shall prepare an opinion of probable construction cost based on the 100% Drawings and Specifications. The 100% cost opinion shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent.
4. **100% Construction Contract Document Submittal.** DESIGN PROFESSIONAL shall submit the following:
 - a. One (1) PDF of the 100% Drawings
 - b. One (1) PDF and one (1) Word Document of the 100% Specifications
 - c. One (1) PDF and one (1) Excel Workbook of the 100% Opinion of Probable Construction Cost
5. **100% Renderings.** DESIGN PROFESSIONAL shall revise two (2) preliminary renderings in perspective view based on the 100% Drawings and submit revised renderings in PDF.

Task 304 Develop 100% Construction Contract Documents

1. **Final Construction Contract Documents.** DESIGN PROFESSIONAL shall revise the 100% Drawings, Specifications, and Opinion of Probable Construction Cost based on CITY review comments and submit the following final deliverables:

- a. **Final Drawings:** one (1) PDF, “D” size (34” x 22”) , sealed by a registered professional engineer licensed in the State of Missouri and AutoCAD (.dwg) files
- b. **Final Specifications:** one (1) PDF and one (1) Word Document of the following:
 - i. 00005 Construction Certification Page: sealed by a registered professional engineer licensed in the State of Missouri
 - ii. 00412 Adjustment Unit Prices
 - iii. 01015 Specific Project Requirements
 - iv. 01270 Measurement and Payment
 - v. Green Stormwater Infrastructure Construction Specifications
 - vi. Project-specific technical specifications for Green Infrastructure and Electrical/Control System
 - vii. Project-specific performance specification for the control system
- c. **Final Class 1 Opinion of Probable Construction Cost:** one (1) PDF and one (1) Excel Workbook

TASK SERIES 400 - GREEN INFRASTRUCTURE OPERATIONS AND MAINTENANCE MANUAL

Task 401 Draft Green Infrastructure Operations and Maintenance Manual

DESIGN PROFESSIONAL shall prepare a draft Operations and Maintenance Manual following an example format provided by CITY. Draft Operations and Maintenance Manual shall include, but not be limited to green infrastructure location (map), component-based maintenance tasks and log sheet, green infrastructure site diagrams, plant listing and photo index, technical specifications, and plan and profile sheets. CITY will review the draft Operations and Maintenance Manual and provide comments.

Task 402 Final Green Infrastructure Operations and Maintenance Manual

DESIGN PROFESSIONAL shall revise the draft Operations and Maintenance Manual based on CITY’s review comments and resubmit as the final Operations and Maintenance Manual. The Operations and Maintenance Manual does not include information on the Electrical/Control System components of the Project.

Task 403 Deliverables

1. Electronic copy, draft Operations and Maintenance Manual (in PDF)
2. Electronic copy, final Operations and Maintenance Manual (in PDF and in InDesign, Microsoft Word, or other editable format, packaged to include fonts, photographs, etc.)

TASK SERIES 500 - BID PHASE SERVICES

Task 501 Pre-Bid Conference

DESIGN PROFESSIONAL shall prepare for and co-present a pre-bid meeting with CITY Project Manager, respond to questions regarding interpretation of drawings, specifications and technical

issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement is anticipated to have a duration of approximately thirty (30) calendar days.

In coordination with CITY Project Manager, DESIGN PROFESSIONAL shall prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL shall prepare an agenda and facilitate the meeting with assistance from CITY.

Task 502 Submit Engineer’s Opinion of Probable Construction Cost

DESIGN PROFESSIONAL shall update the Final Class 1 Opinion of Probable Construction Cost to reflect items impacted by addenda changes or changes in market conditions, as required. DESIGN PROFESSIONAL shall submit the opinion of probable construction cost on the bidding form included in the bidding documents to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the Final Class 1 Opinion of Probable Construction Cost.

Task 503 Bid Assistance and Evaluation

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

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. DESIGN PROFESSIONAL’s contract maximum upper limit for compensation includes a total allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

V. CITY'S RESPONSIBILITIES

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

- A. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Bidding Services. CITY will provide the following bidding phase services:
 1. Prepare Bid Tabulation. Provide copies of bids to DESIGN PROFESSIONAL for evaluation.

End of Scope of Services

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arcl.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.
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

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

ATTACHMENT C

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

Position Classification (Prime): Billing Rate:	Prime			Subconsultants										Total
	Project Manager	Labor		Expenses	Walter P. Moore	Applied Ecological Systems	Lightworks	TREKK	Tsi	Mid America Consulting	Custom Engineering			
		Project Engineer	Engineering Technician									Labor Total		
Task Series 100 Project Management & Administration	100	40	100.00	\$ 32,300.00	\$ 3,800.00	\$ 10,100.00	\$ 12,000.00	\$ 5,000.00	\$ 800.00	\$ 47,000.00				
Task Series 200 Field Investigation	16			\$ 4,400.00	\$ 7,100.00					\$ 28,500.00				
Task Series 300 Preliminary Contract Docs	50	40	80	\$ 26,550.00	\$ 19,000.00	\$ 45,950.00	\$ 1,500.00		\$ 4,500.00	\$ 131,500.00				
Task Series 400 Final Contract Docs	50	40	80	\$ 26,550.00	\$ 42,250.00	\$ 1,700.00	\$ 6,000.00		\$ 4,500.00	\$ 124,795.00				
Task Series 500 Bid Services	30	20	30	\$ 13,650.00	\$ 2,200.00	\$ 2,200.00				\$ 18,050.00				
Total Hours (Prime)	246	140	190											
Total Billing Amount				\$ 103,450.00	\$ 51,500.00	\$ 107,600.00	\$ 7,500.00	\$ 12,000.00	\$ 5,000.00	\$ 9,800.00	\$ 47,295.00	\$ 349,845.00		
												\$ 13,155.00		
												\$ 363,000.00		

SCHEDULE OF POSITION CLASSIFICATION				
Position	Salary Range		Salary Range w/ Multiplier	
	Min.	Max.	Min.	Max.
Interns	\$15.00	\$30.00	\$45.60	\$91.20
Crew Member	\$18.00	\$23.21	\$54.72	\$70.56
Engineering Technician	\$20.00	\$48.94	\$60.80	\$148.78
Administrators/Coordinators/HR/Accounting	\$20.09	\$51.50	\$61.07	\$156.56
Crew Chief	\$21.63	\$37.61	\$65.76	\$114.33
Project Coordinator	\$24.04	\$35.01	\$73.08	\$106.43
On-Site Representative	\$24.05	\$43.52	\$73.11	\$132.30
Landscape Architect/Designers	\$25.00	\$32.50	\$76.00	\$98.80
Structural Designer	\$29.34	\$38.01	\$89.19	\$115.55
Staff Engineer	\$30.30	\$37.15	\$92.11	\$112.94
Project Engineer	\$37.46	\$54.50	\$113.88	\$165.68
Technical Expert/Mobile Mapping/Estimator	\$37.02	\$60.70	\$112.54	\$184.53
Structural Engineer	\$37.60	\$43.27	\$114.30	\$131.54
Land Suveyor	\$38.44	\$51.19	\$116.86	\$155.62
Project Manager	\$42.66	\$91.25	\$129.69	\$277.40
Team Leader	\$46.26	\$82.51	\$140.63	\$250.83
Senior Project Manager	\$51.93	\$95.00	\$157.87	\$288.80
Directors/Executives/Officers	\$52.89	\$151.45	\$160.79	\$460.41
VP's	\$76.93	\$87.87	\$233.87	\$267.12

Mutliplier: 3.04

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CREO KC Contractor Utilization Plan Approval

Date: Wednesday, May 4, 2022
To: Civil Rights & Equal Opportunity Department
From: Madison Gibler, Project Manager (Smart Sewer Program)
Subject: Contract/Project No.: 1650 / 81000975
 Project Title: Green Infrastructure Project 1-2: Paseo Gateway/KCU

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant _____ <input type="checkbox"/> Other: TIF		
Contract Category:	<input type="checkbox"/> Construction <input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> General Service <input type="checkbox"/> Professional Services	<input type="checkbox"/> Facility Repair <input type="checkbox"/> Concession <input type="checkbox"/> Other:
Bid/Proposal Closing Date:	Waiver		No. of Bidders/Proposers: 1
Recommended Bid/Proposal²:	\$ 363,000.00		
Company: McClure Engineering Company	Contact: Jay Burress		Address: 11031 Strang Line Road
Contact Email: jburress@mcclurevision.com			Phone: 913-888-7800
			Fax:
Additional Information:			

cc: Project Manager:

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	The Request for Best Faith Efforts Waiver is:
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>12</u> % MBE & <u>14</u> % WBE	or _____ % DBE
DocuSigned by: Civil Rights & Equal Opportunity Department <small>33C4DAA9120C4F0...</small>	_____ Date

FOR GRANTING AGENCY USE ONLY³	<input type="checkbox"/> N/A
Approved by: _____	_____ Date

Based on the multi-phasing of this project, the goals will be assessed throughout each phase for progress towards the approved goals (12/14). For a modification of these goals, a proper Request for Modification must be submitted. Additionally, the Prime is required to attend mandatory training on the business enterprise programs to ensure proper application of the program. Failure of the Prime to attend mandatory training within the quarter will result in holding of progress payment until such training is completed. Please contact Itzel Vance at itzel.vance@kcmo.org to schedule training.

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.

ATTACHMENT E

HRD DOCUMENTS

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

I.R.S. No. 43-1535463

c. Name of M/WBE Firm LightWorks, Inc.
 Address 361b Main, Weston, MO 64098
 Telephone No. 816-640-9948
 I.R.S. No. 01+0628830

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Custom Eng.</u>	_____	<u>\$47,295</u>	_____	<u>13</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		\$ <u>47,295</u>		<u>13</u> %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Lightworks</u>		<u>\$7,500</u>		<u>2</u>
<u>TREKK</u>		<u>\$12,000</u>		<u>3</u>
<u>TSi</u>		<u>\$5,000</u>		<u>1</u>
TOTAL WBE \$ / TOTAL WBE %:		\$ <u>\$24,500</u>		<u>6</u> %

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

- 8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
- 9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: F. Jay Burress P.E., ENV SP
 Address: 11031 Strang Line Road
Lenexa, KS 66215
 Phone Number: 913-888-7800
 Facsimile number: _____
 E-mail Address: jburress@mcclurevision.com

By: *F. Jay Burress*
 Title: Project Manager
 Date: May 3, 2022
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 3RD day of MAY, 2022

My Commission Expires: 3/25/23

Scott Corwine
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Green Infr. Project 1-2: Paseo Gateway/KCU

Project Location/Number 81000975

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

for an estimated amount of \$ 47,295. 0 (or 13 % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: McClure
[Signature] F. Jay Burress, P.E., ENV SP
Signature: Prime Contractor Print Name
Project Manager April 27, 2022
Title Date

State of KANSAS)
County of JOHNSON)

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

Subscribed and sworn to before me, a notary public, on this 27th day of April, 2022

My Commission Expires: 3/25/23 [Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Custom Engineering, Inc.
[Signature] Joseph T. Davis
Signature: Prime Contractor Print Name
CEO 04/26/2022
Title Date

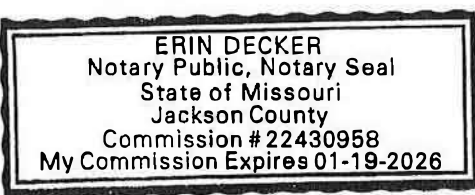
State of MO)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 26th day of April, 2022

My Commission Expires: 1-19-2026 [Signature]
Notary Public

STAMP:



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: McClure

[Signature]
Signature: Prime Contractor

F. Jay Burress P.E. ENV SP
Print Name

Project Manager
Title

May 2, 2022
Date

State of Kansas)
County of Johnson)

I, F. Jay Burress, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 2ND day of MAY, 2022

My Commission Expires: 3/25/23 [Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: LIGHTWALKS, INC.

[Signature]
Signature: Prime Contractor

KATHI VAONDEL
Print Name

President
Title

5.2.22
Date

State of MISSOURI)
County of PLATTE)

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

Subscribed and sworn to before me, a notary public, on this 2ND day of MAY, 2022

My Commission Expires: 8/30/2025 [Signature]
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Green Infr. Project 1-2: Paseo Gateway/KCU
Project Location/Number 81000975

Check one:
Original LOI:
Updated LOI:

PART 1: Prime Contractor McClure agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor TREKK who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.] Utilizing CCTV, a push camera, smoke testing, dye testing and visual inspection, TREKK will determine locations of storm and sanitary sewer service lines for some of the existing buildings on KCU's campus.

for an estimated amount of \$ 12,000 (or 3 % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: _____

Full address: _____
Street number and name City, State and Zip Code

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: McClure
[Signature] F. Jay Burress P.E., ENV SP
Signature: Prime Contractor Print Name
Project Manager Title
April 29, 2022 Date

State of Kansas)
County of Johnson)

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

Subscribed and sworn to before me, a notary public, on this day of 29th, 2022

My Commission Expires: 3/25/23 [Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group LLC
[Signature] LUCAS GILLEN
Signature: Prime Contractor Print Name
ASSOCIATE Title
4/29/22 Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of April, 2022

My Commission Expires: 6/30/2022 [Signature]
Notary Public

STAMP:



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



LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Green Infr. Project 1-2: Paseo Gateway/KCU

Project Location/Number 81000975

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

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

for an estimated amount of \$ 5,000 (or 1.4 % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: _____

Full address: _____

Street number and name City, State and Zip Code

Primary contact: _____

Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: McClure
F. Jay Burress F. Jay Burress P.E., ENV SP
Signature: Prime Contractor Print Name
Project Manager April 3, 2022
Title Date

State of Kansas)
County of Johnson)

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

Subscribed and sworn to before me, a notary public, on this 3rd day of MAY, 20 22

My Commission Expires: 3/25/23 Scott A. Corwine
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TSi Geotechnical, Inc.
Denise B. Hervey Denise B. Hervey
Signature: Prime Contractor Print Name
CEO 05/03/22
Title Date

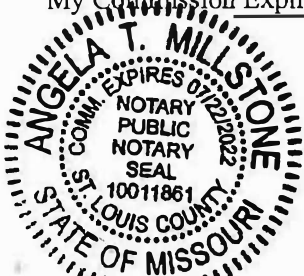
State of)
County of)

I, Denise B. Hervey, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 3rd day of May, 20 22

My Commission Expires: July 22, 2022 Angela T. Millstone
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Jay Burrss, acting in my capacity as Project Manager
(Name) (Position with Firm)
of McClure, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days 75 days 135 days
30 days 90 days 150 days
45 days 105 days 165 days
60 days 120 days 180 days
Other 160 (Specify)

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

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

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



(Signature)

Project Manager

(Position with Firm)

April 26, 2022

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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

___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor) "Company Name"

By: _____
(Authorized Representative) "signature"

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

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

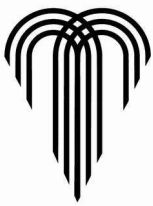
_____ as its free act and deed.

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

My commission expires:

Notary Public

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

Attachment F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 18TH day of MAY, 2022,  ERICA TIETZ, personally known

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 ADMIN (title) of MCCLURE ENGINEERING CO. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

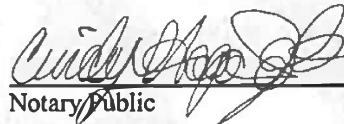
I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

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


Affiant's signature

Subscribed and sworn to before me this 18th day of MAY, 2022




Notary Public

My Commission expires: 9.15.2024

ATTACHMENT G

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0487-GAF

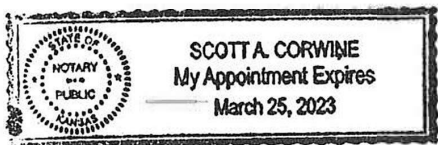
STATE OF KANSAS)
)
) ss.
COUNTY OF JOHNSON)

I, F. Jay Burress
McClure, having full authority to act on behalf of
McClure, do solemnly swear under oath to the following:

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

F. Jay Burress
Signature of affiant

On this 25TH day of MAY, 2022 before me, SCOTT CORWINE, a Notary Public in and for said state, personally appeared (JAY BURRESS), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Scott A. Corwine
Notary Public My commission expires: 3/25/23

Attachment H

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

Civil Action No. 4:10-cv-0487-GAF

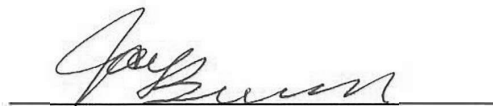
STATE OF MISSOURI)

) ss.

COUNTY OF)

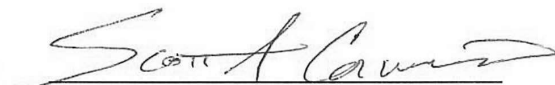
I, F. Jay Burress, having full authority to act on behalf of McClure, do solemnly swear under oath to the following:

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



Signature of affiant

On this 6th day of June, 2022 before me, Scott Corwine, a Notary Public in and for said state, personally appeared (F. Jay Burress), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Notary Public

My commission expires: 3/25/23

ATTACHMENT I

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Custom Engineering</u> Email: <u>jtavis@customengr.com</u>	Address: <u>12760 East Hwy. 40. Independence, MO 64055</u> Phone: <u>816-350-1473</u> Fax: _____
2.	Name: <u>TSi Engineering, Inc.</u> Email: <u>nlal@tsigeotech.com</u>	Address: <u>8248 NW 101st Ter. #5, KC, MO 64153</u> Phone: <u>816-599-7965</u> Fax: _____
3.	Name: <u>Lightworks, Inc.</u> Email: <u>kathi@lightworkskc.com</u>	Address: <u>361b Main, Weston, MO 64098</u> Phone: <u>816-640-9948</u> Fax: _____
4.	Name: <u>TREKK Design Group, LLC</u> Email: <u>tmathes@trekkdesigngroup.com</u>	Address: <u>1411 E. 104th St. KC, MO 64131</u> Phone: <u>816-874-4655</u> 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: McClure
 Submitted By: Jay Burress
 Title: Project Manager
 Telephone No.: 913-888-7800
 Fax No.: _____
 E-mail: jburress@mcclurevision.com
 Date: 5/18/2022

ATTACHMENT J



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Project Number _____
Contract Number _____
Project Title _____

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

Final Payment

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

Approved By: _____ Project Manager Date: _____

Approved By: _____ Director or Designee Date: _____

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO.1650 PROJECT NO. 81000975
PROJECT TITLE – GREEN INFRASTRUCTURE PROJECT 1-2: PASEO
GATEWAY/KCU
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and McClure Engineering Company (Design Professional). The parties amend the Agreement entered into on September 18, 2022, as follows:

WHEREAS, City has previously entered into a contract dated September 18, 2022 in the amount of \$363,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$500,000.00, to amend the total contract amount to \$863,000.00; and

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

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

- A. Add the following section(s):
 - a. Add A1 Construction Phase Scope of Services, attached herein;
 - b. Add C1 Construction Phase Fee Summary and Schedule of Position of Classification, attached herein;
 - c. Part II, Standard Terms and Conditions, CREO Contract Assurances Addendum Rev. 2. 2023, attached herein.

- B. Delete and replace the following section(s):
 - a. Delete Part I Special Terms and Conditions, Sec. 4. Compensation and Reimbursables, Paragraph A, Subparagraphs 1-4 and replace with the following Sec. 4. Compensation and Reimbursables, Paragraph A, Subparagraphs 1-4:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$863,000.00 as follows:
 - 1. \$201,056.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C1. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in Attachment I.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$582,795.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$59,746.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

- b. Delete Part II Standard Terms and Conditions 03112022, and replace with the following Part II Standard Terms and Conditions 0301023, attached herein.

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director

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)

ATTACHMENT A1

SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES FOR GREEN INFRASTRUCTURE PROJECT 1-2: PASEO GATEWAY/KCU

DESIGN PROFESSIONAL: MCCLURE ENGINEERING COMPANY, INC.

OWNER: CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

PROJECT: GREEN INFRASTRUCTURE PROJECT 1-2: PASEO
GATEWAY/KCU

WSD CONTRACT NO: AMENDMENT NO. 1 TO CONTRACT NO. 1650

WSD PROJECT NO: 81000975

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate rehabilitation of the sanitary sewer system located in the Northeast Industrial District (NEID) in Kansas City, Jackson County, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends implement green infrastructure to achieve a higher level of overflow control downstream of the Project area. The DESIGN PROFESSIONAL has developed Construction Contract Documents for Green Infrastructure Project 1-2: Paso Gateway/KCU and under this Amendment No. 1, the CITY is contracting with DESIGN PROFESSIONAL to perform Construction Phase Services for the Green Infrastructure Project 1-2: Paso Gateway/KCU.
- B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the Green Infrastructure Project 1-2: Paseo Gateway/KCU. Under this Amendment No. 1, the City is contracting with DESIGN PROFESSIONAL to provide and

Construction Phase Services for Green Infrastructure Project 1-2: Paseo Gateway/KCU projects.

The Design Professional shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.

Critical project success factors are:

1. Engaging professionals with proven experience in Instrumentation and Controls System Design, Site Design, and Landscape Architecture for green infrastructure applications.
2. Collaboration/coordination with key stakeholders including the CITY's Parks and Recreation Department (KC Parks) and Kansas City University (KCU)

D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Construction Phase Services

1. Task Series 1100 – Project Management and Administration
2. Task Series 1200 – Public Involvement and Coordination
3. Task Series 1300 – Construction Phase Engineering Services
4. Task Series 1400 – Resident Project Representative Services
5. Task Series 1500 – Project Close Out

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

F. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.

G. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

H. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN

PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in all safety procedures and precautions.

4. The CITY will provide one CONSTRUCTION ADMINISTRATION MANAGER (CAM) that will support the CITY's Project Manager (PM). CAHM will support the CITY's PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
 5. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CAM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and responsibilities and are performing them to the CITY's satisfaction.
 6. The SSP Team is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.
- I. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
1. DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority and limitations thereon of any such RPR and assistants shall be as provided herein.
 2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.
 3. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not

be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Construction Contract Documents.

4. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the Construction Contract Documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents.
5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subconsultants, RPR's and assistants.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY and the CONTRACTOR:
 1. Task Series 1100. DESIGN PROFESSIONAL shall complete this Task Series 1100 within thirty (30) calendar days after completion of Task Series 1500.
 2. Task Series 1200, 1300, and 1400. DESIGN PROFESSIONAL shall complete Task Series 1200, 1300, and 1400 within 480 calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.
 3. Task Series 1500. DESIGN PROFESSIONAL shall complete Task Series 1500 within thirty (30) calendar days of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.
 4. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

III. BASIC SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The following Task Series describes the Basic Scope of Services for Construction Phase Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 1100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 1100 through 1500 is included in Task Series 1100. It is assumed that construction phase services and design services will be concurrent.

Task 1101 Project Management Services

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes project correspondence and consultation with CITY staff related to DESIGN PROFESSIONAL's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources and sub-consultants; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 1102 Monthly Invoicing

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system.

Task 1103 Monthly Project Status Report

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report. A PDF copy of the invoice and project status report be uploaded by the DESIGN PROFESSIONAL to the CITY's eBuilder document management system. The CITY will provide a template for the project status report. Each invoice submitted by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY.

The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work

percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. DESIGN PROFESSIONAL shall include updated tracking graph of the initial invoice forecast baseline and invoice totals to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast, including M/WBE.

Task 1104 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Civil Rights and Equal Opportunity Department.

TASK SERIES 1200 - ADDITIONAL DESIGN SERVICES

Task 1201 Additional Design Services (Basic Services)

During the initial design phase DESIGN PROFESSIONAL was requested to provide additional services outside of the Basic Services in the original agreement. This includes:

O&M Manual

Civil engineering SUBCONSULTANT did not have scope or fee for the O&M Manual and provided support documentation for infrastructure cut sheets.

Dock Foundations

Design of the foundations for the dock were not included in DESIGN PROFESSIONAL'S original scope of work. Early in design the dock was added to the project, but after the original scope and fee was prepared.

Redesign of Site

Due to the discrepancy between the existing conditions and the Paseo Gateway design (used as the existing conditions for this project), a topographic survey was completed after the 60% submittal so a more accurate base file could be used as the existing conditions in the construction documents. This required redesigning the grading and flatwork for the site. Work beyond the original scope of work also included a retaining wall on the north side of the north pond (lower pond). Further, during the re-design it was evident a second wall was required at the northwest corner of the lower pond, so one was designed. Last, the City also requested that the site be redesigned to modify elements to lower the construction cost. The DESIGN PROFESSIONAL's optional services budget was used for this effort, but only \$7,155 was available to complete the work. The effort required more time by the DESIGN PROFESSIONAL and SUBCONSULTANTS, which is why additional fee is being requested to cover those costs.

Irrigation System

The project added an irrigation system. DESIGN PROFESSIONAL was required to design a connection, meter and backflow preventer for this system to get water from a Kansas City Water public watermain.

Bentonite Clay Liner

A bentonite clay liner was part of the original Paseo Gateway project. The City decided that the liner needed to be constructed as part of this Paseo Green project. Coordination and modification of the drawings were required for this additional effort.

Task 1202 Re-Design Services for Re-Bid Package

Due to bids being too high on the original project, the City made changes to the design to decrease the cost of the overall project. DESIGN PROFESSIONAL'S design changes follow the stated redesign project elements and follow the scope in the email dated January 14, 2024 and as indicated on the sketches provided. Both the email and the sketches are attached to this letter and should be considered part of this amendment. In addition, we have the following scope items:

Interim Condition Pond Routing

The project is currently designed for the ultimate amount of stormwater runoff from the Kansas City University (KCU) campus that can be captured when all the future improvements upstream are completed. However, the pond will need to be operational before those improvements are completed. DESIGN PROFESSIONAL will need to coordinate with KCU to determine the timeframe and phasing for the proposed improvements and then determine the volume and flowrate of the stormwater runoff for the different design storm events and then determine the interim condition pond elevations required. This information will need to be coordinated with Mid America DESIGN PROFESSIONALS (MAC) to determine the interim controls condition.

Project Re-Design

CONSULANT worked with City and other design team members to determine a revised scope for the project to get the overall project cost within the budget determined by the City and KCU. The changes to the project are as follows:

- Remove the northwest sidewalk switchback and the northeast retaining wall and regrade the area. Maintain the four sets of stairs. Adjust the fence line as needed to accommodate removal of the switchback but allow space for grading, perennials, sidewalk, and lighting.
- Add a sidewalk from the north walkway leading to KCU's campus to the sidewalk running around both ponds. It's anticipated that small walls will be necessary for the new walk to ensure adjacent slopes are not too steep for maintenance. The walls will either be integral concrete walls less than 30" or block walls.
- Realign sidewalk running around both ponds on the east side to accommodate the new sidewalk and accessibility and maneuverability of the maintenance vehicles.
- Add the bike path and sidewalk from the Paseo Gateway project that is west of the project site to this construction document set. This is being done to provide more access to the site for the contractor. The bike path and walk are already designed as part of the Paseo Gateway project, so it's anticipated the re-design documents will include or reference the Paseo Gateway documents.

- The retaining walls on the west side of the project will be reviewed to determine if some of the walls can be replaced with a turned-down slab integral to the sidewalk. It's anticipated that less than 70-feet of the wall will be able to be replaced.
- The water main tap for the irrigation line will now be completed by the contractor for the Paseo Gateway project. The re-bid will include the irrigation line from the back of curb into the project. Re-bid documents will reflect this.
- Remove the birdhouse from the project.
- Move the dock to an alternate bid item. This includes the piers and dock itself. Grading and sidewalk leading to the dock will remain in the base bid.
- The bridge between the upper and lower ponds will remain in the base bid.
- Replace perennials outside the fence with turf (sod).
- Remove the bollard lighting from the project. Keep the light poles and add three additional lights with base to the project. Space accordingly to light the sidewalks and bridge and to utilize spillover from new streetlighting along The Paseo.
- Evaluate the use of fabricated steel plate in the pond outlet structure to reduce the gate size for CMAC.

Develop Issued for Review Construction Contract Documents

DESIGN PROFESSIONAL shall develop the following deliverables and submit to CITY for review within 45 calendar days of Notice to Proceed:

1. IFR Drawings. DESIGN PROFESSIONAL shall revise the originally bid Drawings based on the design changes in Task 1202 and resubmit one (1) PDF as the Issued for Review (IFR) Drawings. The IFR Drawings are the CITY's final opportunity to review the Drawings before the DESIGN PROFESSIONAL signs and seals the Drawings.
2. IFR Specifications. DESIGN PROFESSIONAL shall revise the originally bid Specifications based on the design changes in Task 1202 and resubmit one (1) PDF and one (1) word document for each of the following specifications (as applicable) as the IFR Specifications for inclusion in the Project Manual. The IFR Specifications are the CITY's final opportunity to review the following Specifications before the DESIGN PROFESSIONAL signs and seals them.
 - a. 00005 Construction Certification Page
 - b. 00412 Adjustment Unit Prices
 - c. 01015 Specific Project Requirements
 - d. 01270 Measurement and Payment
 - e. Green Stormwater Infrastructure Construction Specifications
 - f. Project-specific technical specifications for Green Infrastructure and Electrical/Control System
 - g. Project-specific performance specification for the control system
3. IFR Opinion of Probable Construction Cost. DESIGN PROFESSIONAL shall prepare an opinion of probable construction cost based on the IFR Drawings and Specifications and submit one (1) PDF and one (1) Excel Workbook. The IFR cost opinion shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent.
4. IFR Renderings. DESIGN PROFESSIONAL shall revise one (1) project overview rendering in perspective view based on the IFR Drawings and submit revised rendering in PDF.

5. IFR O&M Manual. DESIGN PROFESSIONAL shall revise the O&M Manual based on the design changes in Task 1201.

Develop Issued for Bid Construction Contract Documents

DESIGN PROFESSIONAL shall develop the following deliverables and submit to CITY for review within 10 calendar days of receiving comments on the IFR deliverables:

1. IFR Drawings: one (1) PDF, "D" size (34" x 22") , sealed by a registered professional engineer licensed in the State of Missouri and AutoCAD (.dwg) files.
2. IFR Specifications: one (1) PDF and one (1) Word Document of the following:
 - a. 00005 Construction Certification Page: sealed by a registered professional engineer licensed in the State of Missouri
 - b. 00412 Adjustment Unit Prices
 - c. 01015 Specific Project Requirements
 - d. +01270 Measurement and Payment
 - e. Green Stormwater Infrastructure Construction Specifications
 - f. Project-specific technical specifications for Green Infrastructure and Electrical/Control System
 - g. Project-specific performance specification for the control system
3. Opinion of Probable Construction Cost: one (1) PDF and one (1) Excel Workbook

Task 1203 Re-Bid Package

Submit Engineer's Opinion of Probable Construction Cost

DESIGN PROFESSIONAL will update the Final Opinion of Probable Construction Cost to reflect the items impacted by the Re-Design effort. DESIGN PROFESSIONAL shall submit the opinion of probable construction cost on the bidding form included in the bidding documents.

Bid Assistance and Evaluation

1. CONSULANT shall assist CITY with interpretation of the Contract Documents and develop addenda (up to one (1)) as required during the bid advertisement period to clarify the Contract Documents.
2. DESIGN PROFESSIONAL shall consult with CITY as to the acceptability of the apparent successful bidder and the proposed major specialty subcontractors for the project.

TASK SERIES 1300 - CONSTRUCTION PHASE ENGINEERING SERVICES

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

the correspondence identified in this paragraph and during construction shall be maintained on eBuilder, the CITY's document management system.

Task 1301 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to the CONTRACTOR.

Task 1302 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system.
2. DESIGN PROFESSIONAL shall attend up to 12 progress meetings. with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting. DESIGN PROFESSIONAL shall keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall upload final meeting notes to CITY's web based document management system.
3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings

prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 4 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 1303 Document Management

DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system (eBuilder) for managing, tracking and storing documents associated with the project. DESIGN PROFESSIONAL, RPR, and staff shall attend training on CITY's web-based document management system prior to start of construction. Documents will include, but are not limited to, shop drawings, submittals, correspondence, change orders, work change directives, project status reports, pay requests, inspection reports, daily logs, meeting minutes, progress photos, and correspondence between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

Task 1304 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 20 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 1305 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 16 applications) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is

required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 1306 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR.

Task 1307 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

1. DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.
2. DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and or CITY staff prior to issuing to CONTRACTOR.
3. DESIGN PROFESSIONAL shall review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL shall prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.
4. The DESIGN PROFESSIONAL shall negotiate allowance authorization and change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each allowance authorization or change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under an allowance

authorization or change order request, DESIGN PROFESSIONAL shall review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

5. The DESIGN PROFESSIONAL shall draft all allowance authorizations and change orders for the CITY. CITY will review, approve and execute all allowance authorizations and change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.
6. To establish basis for DESIGN PROFESSIONAL's compensation, up to 2 claims, 5 allowance authorizations, 3 change orders, and 3 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 1308 Achievement of Full Operation Review and Final Completion Inspection

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

Task 1309 CMAC Interim Operating Condition and Revised O&M Manual

1. DESIGN PROFESSIONAL shall review the Task Series 200 Field Investigations results and provide recommendations for post-construction interim operating conditions of the Continuous Monitoring and Adaptive Controls (CMAC) System based on the tributary area to the green infrastructure site immediately following construction completion. Recommendations for post-construction interim operating conditions include, but are not limited to: Drainage area re-delineation, runoff volume determination, pre-rain event drawdown elevation determination, outflow rate determination, and coordination with both CMAC provider and CITY PM.
2. DESIGN PROFESSIONAL shall revise and resubmit Operations and Maintenance Manual from Task Series 400 to supply manufacturer operations and maintenance manuals and/or resources of manufactured products installed with Project Number 81000975 Green Infrastructure Project 1-2: Paseo Gateway/KCU and Project Number 70142204 The Paseo Gateway: The Paseo & Independence Avenue. DESIGN

PROFESSIONAL shall revise any other sections of the Operations & Maintenance Manual that may be affected by construction changes, including, but not limited to: figures, tables, and text. DESIGN PROFESSIONAL shall provide and electronic copy of the revised Operations and Maintenance Manual (in PDF and in InDesign, Microsoft Word, or other editable format, packaged to include fonts, photographs, etc.)

Task 13010 Correspondence and Tracking 311 Cases

1. DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track all 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. All open 311 cases will be discussed at each monthly progress meeting.

TASK SERIES 1400 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a part-time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 420-calendar day period from Construction Notice-to-Proceed to Achievement of Full Operation and a 60-calendar day closeout period for the project area. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services. CITY reserves the right to conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

The role of the RPR will be that of the lead observer and primary liaison with the CITY and CONTRACTOR's Superintendent. DESIGN PROFESSIONAL's RPR services include site visits for observation, attendance at monthly progress meetings, and an Achievement of Full Operation review. After Achievement of Full Operation, the RPR will participate in the Final Inspection, review the final Application for Payment, and review the CONTRACTOR'S final record drawing submittal. On a monthly basis, RPR shall review for accuracy and completeness the Contractor's record drawings.

RPR is DESIGN PROFESSIONAL's Agent at the site, shall act as directed by and under the supervision of DESIGN PROFESSIONAL, and shall confer with DESIGN PROFESSIONAL regarding their actions. RPR's dealing in matters pertaining to the on-site work shall in general be only with DESIGN PROFESSIONAL and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR.

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 1400 is limited to 1,400 hours; based on:
 - a. Civil: 400 Hours (16 weeks at approximately 24 hours per week).
 - b. Landscape and Misc (Lighting, fencing, etc.): 720 Hours (16 weeks at approximately 40 hours per week).

DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR

services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.

2. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 1401 Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 1402 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 12 progress meetings and up to 4 other meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance:

Task 1403 Liaison

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

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.

3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Record shall include quantities for payment (by asset, daily totals and to-date totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed.
4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. Assist the CITY's Project Manager in addressing 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the CITY's Project Manager.

Task 1404 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever they believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when they believe that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY.
3. RPR shall verify that tests are conducted as required by the Construction Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.
4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 1405 Records

1. RPR shall maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Construction Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN

PROFESSIONAL's clarifications, and interpretations of the Construction Contract Documents, progress reports, and other project-related documents.

2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. RPR shall maintain a marked set of Drawings and Specifications for the Project. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 1406 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system a daily report of RPR observed events at the job site, including the following information.
 - a. Hours the CONTRACTOR worked on the job site.
 - b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
 - c. Construction equipment on the job site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
 - i. Observations pertaining to the progress of the work. Materials received on job site.
 - j. Construction issues and resolutions or proposed resolutions to issues

2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1407 Payment Requisitions

RPR shall review up to 16 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 1408 Achievement of Full Operation and Final Completion

1. Achievement of Full Operation:
 - a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
 - b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.
2. Final Completion
 - a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

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

TASK SERIES 1500 - PROJECT CLOSEOUT

Task 1501 Construction Records Drawings

Upon Achievement of Full Operation and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL shall prepare a set of construction record drawings for showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the DESIGN PROFESSIONAL's RPR that show changes to original drawings made during construction. DESIGN PROFESSIONAL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. DESIGN PROFESSIONAL shall provide one (1) full-size 22"x34" paper copy, an electronic version of CAD files, and a PDF of the full size drawings.

Task 1502 Furnish CONTRACTOR'S Completion Documents

1. The RPR shall close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the CITY's document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.
2. DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.
3. All RPR documents and records shall be provided to the CITY.

Task 1503 Project Closeout Documentation

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

IV. OPTIONAL SERVICES

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

- A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.
- B. Additional meetings beyond those identified under the Basic Scope of Services.
- C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.
- D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.
- E. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.
- F. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.
- G. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)

Attachment C1 McCLURE ENGINEERING CO. CLIENT: KANSAS CITY WATER (KCW) PROJECT NAME: Green Infrastructure Project 102: Paseo Gateway /KCW STAFF HOUR ESTIMATE (BOTTOM-UP BUDGET) PROJECT NO. 81000975 \$500,000		Professional Staff				Administrative	(1)		EXPENSES										(2)	(3)														
		SR PRINC.	Director	Engineer	CAD 2	PROJ. COORD	TOTAL MHS	TOTAL LABOR	(2a) MILES \$0.625/MI	WPM	Confluence	T-B	(2b) EAE			Lightworks	Custom	MidAmerica	(2c) MISC \$	TOTAL EXPENSES	TOTAL FEE													
3.04	Average Direct Labor Rates with OH&P multiplier																	\$ 274	\$ 304	\$ 176	\$ 143	\$ 76												
Paseo Green Construction Phase Services																																		
TASK 1100	PROJECT MANAGEMENT AND ADMINISTRATION																																	
1101	Project Management Service	16.0		96.0			112	\$21,304.32												\$4,156.00				\$4,156.00	\$25,460.32									
1102	Monthly Invoicing			24.0		16.0	40	\$5,442.41												\$939.00				\$939.00	\$6,381.41									
1103	Monthly Project Status Reports			24.0		8.0	32	\$4,837.05																	\$4,837.05									
1104	Subconsultant Agreement and Administration	8.0		40.0		16.0	64	\$10,452.33																	\$10,452.33									
TOTAL TASK SERIES 1100		24.0		184.0		40.0	248	\$42,036.12																\$5,095.00	\$47,131									
SERIES 1200	ADDITIONAL DESIGN SERVICES																																	
1201	Additional design services																																	
	O&M Manual								\$2,460.00															\$2,460.00	\$2,460.00									
	Dock Foundations								\$8,635.00															\$8,635.00	\$8,635.00									
	Redesign of Site		10.0				10	\$3,040.00	\$18,870.00	\$4,000.00													\$22,870.00	\$25,910.00										
	Irrigation System								\$1,360.00															\$1,360.00	\$1,360.00									
	Bentonite Clay Liner								\$1,875.00															\$1,875.00	\$1,875.00									
1202	Re-design for re-bid package																																	
	Interim Condition Pond Routing								\$16,370.00															\$16,370.00	\$16,370.00									
	Project Re-Design	8.0	2.0	8.0				\$4,207.36	\$8,230.00	\$5,500.00				\$1,820.00	\$910.00	\$1,560.00							\$18,020.00	\$22,227.36										
	Develop Issued for Review Construction Contract Documents.	8.0	2.0	8.0				\$4,207.36	\$6,000.00	\$4,000.00				\$840.00	\$420.00	\$720.00							\$11,980.00	\$16,187.36										
	Develop Issued for Bid Construction Contract Documents.	8.0	2.0	8.0	12.0		30	\$5,921.92	\$6,000.00	\$2,800.00				\$840.00	\$420.00	\$720.00							\$10,780.00	\$16,701.92										
1203	Re-Bid Package																																	
	Submit Engineer's Opinion of Probable Construction Cost	6.0					6	\$1,641.60	\$1,415.00	\$500.00														\$1,915.00	\$3,556.60									
	Bid Assistance and Evaluation	6.0					6	\$1,641.60	\$1,000.00	\$500.00														\$1,500.00	\$3,141.60									
TOTAL SERIES 1200		36.0	16.0	24.0	12.0		52	\$20,659.84	\$ 72,215.00	\$ 17,300.00	\$ -	\$ -	\$ 3,500.00	\$ 1,750.00	\$ 3,000.00								\$97,765.00	\$118,425										
SERIES 1300	CONSTRUCTION PHASE ENGINEERING SERVICES																																	
1301	Review Contractors Schedule			16.0			16	\$2,821.12	\$800.00	\$500.00													\$1,300.00	\$4,121.12										
1302	Meeting, Conferences, and Site Visits	8.0		32.0		16.0	56	\$9,041.77	\$6,500.00	\$6,500.00				\$1,960.00	\$1,960.00								\$16,920.00	\$25,961.77										
1303	Document Management and Work Tracking Application			8.0		24.0	32	\$3,226.66	\$2,200.00	\$1,500.00													\$3,700.00	\$6,926.66										
1304	Shop Drawings and Data Submittals			16.0			16	\$2,821.12	\$5,500.00	\$4,500.00				\$1,120.00	\$1,120.00	\$2,500.00							\$14,740.00	\$17,561.12										
1305	Payment Requisitions			24.0			24	\$4,231.68	\$800.00	\$500.00													\$1,300.00	\$5,531.68										
1306	Interpretations of Contract Documents			8.0			8	\$1,410.56	\$2,500.00	\$1,300.00				\$1,120.00	\$1,120.00								\$6,040.00	\$7,450.56										
1307	Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests	8.0		24.0			32	\$6,420.48	\$4,500.00	\$3,500.00													\$8,000.00	\$14,420.48										
1308	Achievement of Full Operation Review and Final Completion Inspection			8.0			8	\$1,410.56	\$2,500.00	\$1,500.00				\$850.00	\$850.00								\$5,700.00	\$7,110.56										
1309	CMAC Interim Operating Condition and Revised O&M Manual			4.0			4	\$705.28	\$2,500.00														\$2,500.00	\$3,205.28										
1310	Correspondence and Tracking 311 Cases			4.0			4	\$705.28																	\$705.28									
TOTAL SERIES 1300		16		144		40.0	200	\$32,794.52	\$27,800.00	\$19,800.00				\$5,050.00	\$5,050.00	\$2,500.00							\$60,200.00	\$92,995										
SERIES 1400	RESIDENT PROJECT REPRESENTATIVE SERVICES																																	
1401	Contractor Schedules												\$2,400.00	\$2,000.00										\$4,400.00	\$4,400.00									
1402	Preconstruction Conference, Meeting and Filed Conferences								\$2,000.00	\$2,000.00				\$2,000.00	\$2,000.00									\$4,000.00	\$4,000.00									
1403	Liaison								\$2,000.00	\$1,500.00														\$3,500.00	\$3,500.00									
1404	Review of Work, Rejection of Defective Work, Inspections and Test			80.0				\$14,105.60	\$47,200.00	\$91,700.00				\$138,900.00	\$138,900.00								\$138,900.00	\$153,005.60										
1405	Records					70.0		\$5,296.96	\$2,360.00	\$1,000.00				\$3,360.00	\$1,000.00								\$3,360.00	\$8,656.96										
1406	Reports and Document Review								\$1,180.00	\$700.00				\$1,880.00	\$700.00									\$1,880.00	\$1,880.00									
1407	Payment Requisitions								\$3,000.00	\$2,500.00				\$5,500.00	\$2,500.00									\$5,500.00	\$5,500.00									
1408	Achievement of Full Operation Review and Final Completion								\$1,800.00	\$1,000.00				\$2,800.00	\$1,000.00									\$2,800.00	\$2,800.00									
TOTAL SERIES 1400				80.0		70.0							\$61,940.00	\$102,400.00									\$164,340.00	\$183,743										
SERIES 1500	PROJECT CLOSOUT																																	
1501	Construction Records Drawings			4.0			4	\$705.28	\$3,800.00	\$1,600.00													\$5,400.00	\$6,105.28										
1502	Furnish Contractors Completion Documents			4.0			4	\$705.28	\$1,200.00	\$600.00													\$1,800.00	\$2,505.28										
1503	Project Closeout Documentation			4.0			4	\$705.28	\$1,200.00	\$600.00													\$1,800.00	\$2,505.28										
TOTAL SERIES 500				4.0			12	\$2,116	\$6,200	\$2,800													\$9,000	\$11,116										
	Optional Services																							\$46,691.00										
TOTAL Green Infrastructure Project 102: Paseo Gateway / KCU		76	16	436	12	150	512	\$97,606	\$106,215	\$39,900	\$61,940	\$102,400	\$9,550	\$6,800	\$5,500								\$336,400	\$453,409										

W/ Optional Services \$500,000
w/o Optional Serv \$453,409

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor 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, Contractor 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. Contractor 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. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor 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, cancelled or suspended, in whole or in part, and Contractor 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.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

Employment.

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

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

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

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

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