



## **Agenda**

### **Transportation, Infrastructure and Operations Committee**

Quinton Lucas, Chair  
Teresa Loar, Vice Chair  
Eric Bunch, Vice Chair  
Katheryn Shields  
Melissa Robinson  
Kevin O'Neill

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**Wednesday, August 4, 2021**

**9:00 AM**

**26th Floor, Council Chamber**

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#### **PUBLIC OBSERVANCE OF MEETINGS**

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

#### **FIRST READINGS**

- 210614** Authorizing a \$4,448,000.00 construction contract with Infrastructure Solutions, LLC, for the replacement of water mains in the area of Booth Avenue to Willow Avenue, East 28th Terrace to East 50th Street; and authorizing a maximum expenditure of \$4,892,800.00.
  
- 210616** Authorizing a \$3,893,800.00 construction contract with Infrastructure Solutions, LLC, for the replacement of water mains in the area of White Avenue to Blue Ridge Cutoff, East 55th Street to East 59th Street; and authorizing a maximum expenditure of \$4,338,180.00.
  
- 210617** Authorizing a \$4,980,556.00 Construction Contract with SHEDIGS IT, LLC, for the 15th Street Pump Station Upgrade and Sewer Separation Project; authorizing a maximum expenditure of \$5,500,000.00; and authorizing a \$731,000.00 Design Professional Services Amendment No. 2 to Contract No. 1505 with George Butler Associates, Inc., for a total contract amount of \$1,381,000.00.
  
- 210618** Estimating revenue in the amount of \$2,261,089.00 to the Federal Stimulus Grants account; authorizing an Airport Improvement Program

(AIP) Grant Offer from the United States of America, acting through the Federal Aviation Administration (FAA) for the reconstruction Portion of Taxiway A Project at Charles B. Wheeler Downtown Airport.

HELD IN COMMITTEE

[210282](#) Amending Chapter 64, Code of Ordinances, by repealing Section 64-168, Sidewalk café permit, and Section 64-171, Street café permit, and enacting in lieu thereof the same sections of like number and subject matter to provide consistency with other Code provisions in Chapters 10 and 64 and by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

[210591](#) Authorizing an \$8,500,000.00 construction contract with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project; and authorizing two successive one-year renewal options for a maximum expenditure of \$25,500,000.00 without further City Council approval.

[210592](#) Authorizing Amendment No. 3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road Project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

2. Closed Session

Any closed session may be held via teleconference.

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

Those who wish to comment on proposed ordinances can email written testimony to

[publictestimony@kcmo.org](mailto:publictestimony@kcmo.org).

Comments received will be distributed to the Transportation Committee and added to the public record by the clerk .

The city provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at [www.kcmo.gov](http://www.kcmo.gov)
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOublg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: [http://kansascity.granicus.com/ViewPublisher.php?view\\_id=2](http://kansascity.granicus.com/ViewPublisher.php?view_id=2)

The City Clerk's Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver's License or State issued Identification Card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.

Adjournment



## Legislation Text

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**File #: 210614, Version: 1**

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### ORDINANCE NO. 210614

Authorizing a \$4,448,000.00 construction contract with Infrastructure Solutions, LLC, for the replacement of water mains in the area of Booth Avenue to Willow Avenue, East 28th Terrace to East 50th Street; and authorizing a maximum expenditure of \$4,892,800.00.

#### BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 9411 in the amount of \$4,448,000.00 with Infrastructure Solutions, LLC, for the replacement of water mains in the area of area of Booth Avenue to Willow Avenue, East 28th Terrace to East 50th Street, Project No. 80002216. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$4,892,800.00 from Account No. 22-8010-807705-B-80002216, Water Main Replacement Program, to satisfy the cost of this contract.

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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.

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Tammy L. Queen  
Director of Finance

Approved as to form and legality:

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Mark P. Jones  
Assistant City Attorney

# CONTRACT

210614

## Ordinance Fact Sheet

## Construction/Misc. Form

**Brief Title**  
 Authorizing a construction contract for the replacement  
 of water mains in the area of Booth Avenue to Willow  
 Avenue, E. 28th Terrace to E. 50th Street.

**Reason**  
 To authorize execution of a construction contract and expenditures.

**Details**  
**Reason for Contract**  
 This construction project will be performed to replace aging, break-prone cast iron pipe (CIP) water mains with ductile iron pipe (DIP).

**Roles and Responsibilities**  
 Sponsor  
 Water Services Department  
 Department or Programs Affected  
 Water Services Department

**Discussion**  
**Project Justification**  
 The Water Services Department is undertaking this construction project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

Recommended Awardee  
 Infrastructure Solutions, LLC  
 Contract Compliance Certification Obtained?  
 No  Yes

**Project Description**  
 This project includes the replacement of approximately 19,980 linear feet (LF) of break prone 4-inch, 6-inch, 8-inch, and 12-inch water mains in the area of Booth Avenue to Willow Avenue, E. 28th Terrace to E. 50th Street, all in Kansas City, Jackson County, Missouri. The project will replace the water mains in the following locations:

Opponents  
 Groups or Individuals  
 None known  
 Reason for Opposition

- Replace 1,450 LF of 4-inch CIP water main with 8-inch DIP along E. 29th Terrace between Booth Avenue and Stark Avenue;
- Replace 1,650 LF of 4-inch and 8-inch CIP water main with 8-inch DIP along Stark Avenue between E. 31st Street and extending north to the dead-end water main near 2817 Stark Avenue;
- Replace 800 LF of 4" DIP water main with 8-inch DIP along E. 31st Street from Stark Avenue to Ashland Ridge Road;
- Replace 750 LF of 6-inch CIP water main with 6-inch DIP along Farley Avenue north of E. 31st Street to dead-end;
- Replace 1,400 LF of 6-inch CIP water main with 6-inch DIP along Hunter Avenue between E. 29th Street and E. 31st Street;
- Replace 650 linear feet of 6-inch CIP with 8-inch DIP along E. 29th Street between Stark Avenue and Hunter Avenue;
- Replace 1,700 LF of 8-inch CIP water main with 8-inch DIP along E. 31st Street from Hunter Avenue to Blue Ridge Boulevard;
- Replace 1,450 LF of 8-inch CIP water main with 8-inch DIP along Hunter Avenue from E. 31st Street and extending south to 3306 Hunter Avenue;
- Replace 1,400 LF of 2-inch DIP water main with 8-inch DIP along Ashland Ridge Road from E. 35th Street to Leeds Road;
- Replace 700 LF of 2-inch DIP water main with 8-inch DIP along E. 35th Street between Ashland Ridge Road and Hunter Avenue;
- Replace 1,400 LF of 6-inch and 8-inch CIP with 8-inch DIP along E. 38th Terrace between Pittman Road and Hardy Avenue;
- Replace 1,700 LF of 12-inch CIP with 12-inch DIP along Pittman Road between E. 38th Terrace and I-70;

Responsibilities  
 Design Engineering:  
 Crawford, Murphy & Tilly, Inc.  
 Inspections:  
 City staff  
 Construction or Project Management:  
 City staff  
 Service Monitoring:  
 City staff

**Policy/Program Impact**  
 Policy or Program Emphasis Change  
 No  Yes  
 Operational Impact Assessment

(Continued on reverse side)

**Details**

- Replace 680 LF of 2-inch and 6-inch CIP water main with 6-inch DIP along E. 41st Street between I-70 and Pittman Road;
- Replace 300 LF of 12-inch CIP water main with 12-inch DIP along Pittman Road between I-70 and E. 42nd Street;
- Replace 2,000 LF of 12-inch CIP water main with 12-inch DIP along E. 42nd Street between Pittman Avenue and extending east; and
- Replace 1,950 LF of 8-inch CIP water main with 8-inch DIP along Overton Avenue between E. 47th Street to Evanston Avenue.

This work will include the transfer of customers' water service connections from existing mains to new mains, as well as restoration of roads and properties. The amount of this contract is \$4,448,000.00.

**Solicitation**

This Project was advertised in accordance with the City's requirements. Public bids were opened on May 18, 2021 with 6 bidders responding.

**Grant/Loan Funding** N/A

**Human Relations Approval**

The Fairness in Construction Board approved project subcontracting goals of 10% MBE and 7% WBE. Subcontracting information was submitted to the Human Relations Department for review on May 26, 2021, and was approved on June 2, 2021 with 11% MBE and 11% WBE participation. See the attached docket memo.

**Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

**Youth Employment Program** N/A

**1% for Art** N/A

**How will this contribute to a sustainable Kansas City?**

This project will contribute to a sustainable Kansas City by replacing aging, break-prone water mains with new water mains, thereby improving distribution system reliability, increasing hydraulic conveyance capacity, and supporting fire protection.

**Bid Opening Date:** 5/18/2021

**Notice of Intent to Contract:** TBA

**Is it good for the children?** Yes.

**Finances**

City's Estimate of Cost	\$	6,180,000.00
Bid or Proposal Data	Lowest and Best Contract	
	Cost Submitted	\$ 4,448,000.00
	Recommended Awardee: Infrastructure Solutions, LLC	
Bid Date:	5/18/2021	
	No. of Bids Submitted: 6	
	Reason for rejecting lowest contract cost submitted:	
	N/A	
	Other Bidders or Contractors Considered	Contract Costs Submitted
	Hettinger Excavating	\$ 4,805,550.00
	Pyramid Excavation	\$ 4,846,527.00
	Site Rite Construction	\$ 5,035,798.00
	Kissick Construction	\$ 5,188,000.00
	Leath & Sons	\$ 5,370,472.00
		\$
		\$
		\$
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		\$
Fund Sources and Appropriation Account Codes For This Contract	22-8010-807705-B-80002216 = \$4,892,800.00 Water Main Replacement Program Project No. 80002216	
Source of Future Operating Funds		
Maximum Amount of Proposed Contract	\$	4,448,000.00
Amount of Contingency	\$	448,800.00
Engineering & Administration	\$	
<b>TOTAL</b>	<b>\$</b>	<b>4,892,800.00</b>

**Estimated Duration of Contract:**

365 calendar days

**Fact Sheet Prepared by:**

Leona Walton  
Contracts Manager

**Date:**

6/21/2021

**Reviewed by:**

D. Matt Bond  
Deputy Director

**Date:**

7/14/2021

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/>	Do Not Pass

**Reference Numbers:** Contract No. 9411 / Project No. 80002216

# CAPITAL PROJECT

210614

## Ordinance Fiscal Note

Ordinance Number

### Ordinance Title (in Brief)

Authorizing a \$4,448,000.00 construction contract with Infrastructure Solutions, LLC, for the replacement of water mains in the area of Booth Avenue to Willow Avenue, E. 28th Terrace to E. 50th Street; and authorizing a maximum expenditure of \$4,892,800.00.

Is this ordinance for the following:

- Construction Phase Services
- New Construction
- Replacement
- Repair

Was this project programmed in the Five-Year Capital Improvement Plan?  No  Yes  
FY22 \_\_\_\_\_

If no, please detail the reasons why this project was not included and need for present funding request.

### Please identify source of funds below.

Non-City source and amount.

Source of Funds: \_\_\_\_\_  
Name of Fund: \_\_\_\_\_  
Fiscal Year Funded: \_\_\_\_\_  
Amount of Non-City Funds: \$ \_\_\_\_\_

City source and amount.

Source of Funds: 22-8010-807705-B-80002216  
Name of Fund: Water Main Replacement Program  
Fiscal Year Funded: 22  
Amount of City Funds: \$ 4,892,800.00

### If ordinance is for new construction or replacement of asset please provide the following information:

Total estimated costs (design through construction): \$ 5,448,800.00  
Estimated lifespan of project in years: 100 years  
Estimated annual operating and maintenance costs: \$ 5,000.00  
*(Please detail type of maintenance or operating costs needed, additional staffing, capital maintenance costs, utilities, etc.)*

Are these O&M costs reflected in the current budget?  No  Yes

If yes, please provide source of funds. 8010-802310

If no, please identify year in which additional operating and maintenance costs will be needed. \_\_\_\_\_

Reference Numbers: (Previously approved legislation): N/A N/A N/A

Reviewed by:

OMB Approval Date



Legislation Text

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**File #: 210616, Version: 1**

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ORDINANCE NO. 210616

Authorizing a \$3,893,800.00 construction contract with Infrastructure Solutions, LLC, for the replacement of water mains in the area of White Avenue to Blue Ridge Cutoff, East 55th Street to East 59th Street; and authorizing a maximum expenditure of \$4,338,180.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 9417 in the amount of \$3,893,800.00 with Infrastructure Solutions, LLC, for the replacement of water mains in the area of area of White Avenue to Blue Ridge Cutoff, East 55th Street to East 59th Street, Project No. 80002227. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$4,338,180.00 from Account No. 22-8010-807705-B-80002227, Water Main Replacement Program, to satisfy the cost of this contract.

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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.

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Tammy L. Queen  
Director of Finance

Approved as to form and legality:

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Mark P. Jones  
Assistant City Attorney



# CONTRACT

210616

## Ordinance Fact Sheet

## Construction/Misc. Form

**Brief Title** Approval Deadline

Authorizing a construction contract for the replacement  
of water mains in the area of White Avenue to Blue Ridge

Cutoff, E. 55th Street to E. 59th Street.

**Reason**

To authorize execution of a construction contract and expenditures.

**Details**

**Reason for Contract**

This construction project will be performed to replace aging, break-prone cast iron pipe (CIP) water mains with ductile iron pipe (DIP).

**Discussion**

**Project Justification**

The Water Services Department is undertaking this construction project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

**Project Description**

This project includes the replacement of approximately 18,300 linear feet (LF) of break prone 4-inch, 6-inch, 8-inch, and 12-inch water mains in the area of White Avenue to Blue Ridge Cutoff, E. 55th Street to E. 59th Street, all in Kansas City, Jackson County, Missouri. The project will replace the water mains in the following locations:

- Replace approximately 710 LF of 8-inch CIP water main with 8-inch DIP water main along E. 55th Terrace west of Bennington Avenue;
- Replace approximately 1,570 LF of 6-inch CIP water main with 8-inch DIP water main along Bennington Avenue from E. 55th Terrace to E. 58th Street;
- Replace approximately 640 LF of 6-inch CIP water main with 8-inch DIP water main along E. 55th Street from Bennington Avenue to Ewing Avenue;
- Replace approximately 950 LF of 6-inch CIP water main with 6-inch DIP water main along Newton Avenue from E. 58th Street to the end of the cul-de-sac;
- Replace approximately 730 LF of 6-inch CIP water main with 6-inch DIP water main along Ewing Avenue from E. 58th Street to the end of the cul-de-sac;
- Replace approximately 1,090 LF of 6-inch CIP water main with 8-inch DIP water main along E. 58th Street from Cambridge Avenue to 1-435;
- Replace approximately 2,440 LF of 8-inch CIP water main with 8-inch DIP water main along Eastern Avenue from E. 55th Street to Manchester Avenue;
- Replace approximately 455 LF of 6-inch CIP water main with 6-inch DIP water main along E. 55th Terrace from Eastern Avenue to end of cul-de-sac;
- Replace approximately 4,236 LF of 12-inch and 12-inch CIP water main with 12-inch DIP water main along E. 59th Street from Blue Parkway Drive to Blue Ridge Cutoff;
- Replace approximately 830 LF of 8-inch CIP water main with 8-inch DIP water main along Booth Avenue from E. 59th Street to

**Roles and Responsibilities**

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Infrastructure Solutions, LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering:  Burns & McDonnell Engineering Company, Inc. Inspections:  City staff Construction or Project Management:  City staff Service Monitoring:  City staff

**Policy/Program Impact**

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

*(Continued on reverse side)*

**Details**

- Replace approximately 790 LF of 6-inch CIP water main with 6-inch DIP water main along E. 58th Street from Booth Avenue to end of cul-de-sac;
- Replace approximately 900 LF of 6-inch CIP water main with 6-inch DIP water main along E. 57th Street from Booth Avenue to end of cul-de-sac;
- Replace approximately 1,256 LF of 6-inch CIP water main with 8-inch DIP water main along E. 57th and McKinley Avenue from E. 57th Terrace to Blue Ridge Cutoff; and
- Replace approximately 1,246 LF of 8-inch CIP water main with 8-inch DIP water main along E. 55th Street from Booth Avenue to Blue Ridge Cutoff.

This work will include the transfer of customers' water service connections from existing mains to new mains, as well as restoration of roads and properties. The amount of this contract is \$3,943,800.00.

**Solicitation**

This Project was advertised in accordance with the City's requirements. Public bids were opened on May 25, 2021 with 6 bidders responding.

**Grant/Loan Funding** N/A

**Human Relations Approval**

The Fairness in Construction Board approved project subcontracting goals of 10% MBE and 7% WBE. Subcontracting information was submitted to the Human Relations Department for review on June 16, 2021, and it was approved on June 22, 2021 with 12% MBE and 9% WBE participation. See the attached docket memo.

**Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

**Youth Employment Program** N/A

**1% for Art** N/A

**How will this contribute to a sustainable Kansas City?**

This project will contribute to a sustainable Kansas City by replacing aging, break-prone water mains with new water mains, thereby improving distribution system reliability, increasing hydraulic conveyance capacity, and supporting fire protection.

**Bid Opening Date:** 5/25/2021

**Notice of Intent to Contract:** TBA

**Is it good for the children?** Yes.

**Finances**

City's Estimate of Cost		\$	4,982,200.00
Bid or Proposal Data	Lowest and Best Contract		
	Cost Submitted	\$	3,943,800.00
	Recommended Awardee: Infrastructure Solutions, LLC		
Bid Date:	Company, Inc.		
5/25/2021	No. of Bids Submitted: 6		
	Reason for rejecting lowest contract cost submitted:		
	N/A		
Other Bidders or Contractors Considered		Contract Costs Submitted	
Pyramid Excavation	\$		4,047,284.00
Leath & Sons	\$		4,080,000.00
Hettinger Excavating	\$		4,141,150.00
Kissick Construction	\$		4,423,300.00
Site Rite Construction	\$		4,447,311.00
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
Fund Sources and Appropriation	22-8010-807705-B-80002227 = \$4,338,180.00		
Account Codes For This Contract	Water Main Replacement Program		
Source of Future Operating Funds			
Maximum Amount of Proposed Contract		\$	3,943,800.00
Amount of Contingency		\$	394,380.00
Engineering & Administration		\$	
TOTAL		\$	4,338,180.00

**Estimated Duration of Contract:**  
365 calendar days

**Fact Sheet Prepared by:** Leona Walton, **Date:** 7/9/2021  
Contracts Manager

**Reviewed by:** D. Matt Bond, **Date:** 7/13/2021  
Deputy Director

**Reference Numbers:** Contract No. 9417 / Project No. 80002227

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

**LEGISLATION IN BRIEF:**

Authorizing a \$3,893,800.00 construction contract with Infrastructure Solutions, LLC, for the replacement of water mains in the area of White Avenue to Blue Ridge Cutoff, E. 55th Street to E. 59th Street, and authorizing a maximum expenditure of \$4,338,180.00.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?** YES Yes/No

*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?** NO Yes/No

0

**Does this Legislation Increase Appropriations?** NO Yes/No

0

**Does this legislation expand the scope of city services, or expand the city's infrastructure?** NO Yes/No

*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**

*Authorizes an expenditure of \$3,893,800.00 for water main replacement, with a maximum expenditure of \$4,338,180.00. Estimated annual operating expenses of \$5,000 with an estimated lifespan of 100 years.*

*Five years of operational and maintenance costs should be included in Section 04 below.*

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8010	807705	B	80002227	\$4,338,180.00	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET** - -

*RESERVE STATUS:*

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8010	Water Fund	4,338,180	5,000	5,000	5,000	5,000	5,000	475,000
<b>TOTAL EXP</b>		4,338,180	5,000	5,000	5,000	5,000	5,000	475,000

**NET Per-YEAR IMPACT** (4,338,180) (5,000) (5,000) (5,000) (5,000) (5,000) (475,000)

**NET IMPACT** (4,838,180.00)

REVIEWED BY Tanner Owens DATE 7/20/2021



Legislation Text

**File #: 210617, Version: 1**

ORDINANCE NO. 210617

Authorizing a \$4,980,556.00 Construction Contract with SHEDIGS IT, LLC, for the 15th Street Pump Station Upgrade and Sewer Separation Project; authorizing a maximum expenditure of \$5,500,000.00; and authorizing a \$731,000.00 Design Professional Services Amendment No. 2 to Contract No. 1505 with George Butler Associates, Inc., for a total contract amount of \$1,381,000.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 1524 in the amount of \$4,980,556.00 with SHEDIGS IT, LLC, for the 15th Street Pump Station Upgrade and Sewer Separation project, Project No. 81000836. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$5,500,000.00, from Account No. 22-8110-807769-B-81000836, Overflow Control Program, to satisfy the cost of this contract.

Section 3. That the Director of the Water Services Department is authorized to execute Design Professional Services Amendment No. 2 to Contract No. 1505 in the amount of \$731,000.00, for a total contract amount of \$1,381,000.00, with George Butler Associates, Inc., for the 15th Street Pump Station Upgrade and Sewer Separation project, Project No. 81000836. A copy of the contract is on file in the office of Water Services.

Section 4. That the Director of the Water Services Department is authorized a maximum expenditure of \$731,000.00, from Account No. 22-8110-807769-B-81000836, Overflow Control Program, to satisfy the cost of this amendment.

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.

\_\_\_\_\_  
Tammy L. Queen  
Director of Finance

Approved as to form and legality:

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Mark P. Jones  
Assistant City Attorney

# CONTRACT

210617

## Ordinance Fact Sheet

## Construction/Misc. Form

Brief Title	Approval Deadline	Reason
Authorizing a Construction Contract for the 15th Street Pump Station		To authorize execution of a Construction Contract and expenditures and to
Upgrade and Sewer Separation project and authorizing a Design		authorize execution of a Design Professional Services Amendment.
Professional Services Amendment No. 2 to Contract No. 1505 for		
Construction Phase Services.		

### Details

#### Reason for Contract

In 2010, the City of Kansas City, Missouri entered into a Consent Decree with the United States Environmental Protection Agency (EPA) to reduce the volume and frequency of overflows from the City's sewer system over a 25-year period. In March 2021 the Consent Decree was modified to include additional interim and revised final performance criteria and to extend its duration to 30 years. The City's Smart Sewer Program is currently in year 11 of a 30-year implementation period.

This project will facilitate the separation of combined sewers that are located along Truman Road upstream of 15th Street Pump Station in the Lower Blue River Basin. As a result of this project, the 15th Street Pump Station will be taken off-line and existing sanitary flows in the project area will be diverted to the 12th Street Pump Station.

#### Discussion

##### Project Justification

The purpose of this project is to separate approximately 22 acres of the City's combined sewer system and to decommission the 15th Street Pump Station, all to reduce the frequency and occurrence of combined sewer overflows.

##### Design Professional Services Contract Summary

City Council passed Ordinance No. 190573 on July 18, 2019 authorizing a \$350,000.00 Design Professional Services Contract with George Butler Associates, Inc. to prepare preliminary (30 percent design) contract documents for sewer separation and recommendations regarding the 15th Street Pump Station in order to eliminate typical year combined sewer overflows at Outfall 052. The Ordinance included a maximum authorization of \$650,000.00. On October 12, 2020, Amendment No. 1 was approved in the amount of \$300,000.00 to complete final design services and prepare construction contract documents.

Proposed Amendment No. 2, in the amount of \$731,000.00, will provide construction phase services for the 15th Street Pump Station Upgrade and Sewer Separation project construction contract. These services include project management and administration services, construction office and field support services, and resident project representative services.

Original Contract:	\$ 350,000.00
Amendment No. 1:	\$ 300,000.00
Proposed Amendment No. 2:	\$ 731,000.00
Total:	\$1,381,000.00

##### Construction Contract Description

The scope of work to be provided under the 15th Street Pump Station Upgrade and Sewer Separation project includes construction of new 15-inch to 30-inch diameter storm sewers along Truman Road between Bennington and Crystal Ave and converting the existing sewers to sanitary sewers. The project also includes rehabilitation or replacement of over 2,800 linear feet of existing sewer mains and the installation or rehabilitation of over 48 vertical feet manhole.

The amount of the construction contract is \$4,980,556.00.

### Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Smart Sewer Program
Recommended Awardee	SHEDIGS IT, LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering: George Butler Associates, Inc.  Inspections: City Staff / George Butler Associates, Inc.  Construction or Project Management: George Butler Associates, Inc. SHEDIGS IT, LLC  Service Monitoring: City Staff / George Butler Associates, Inc.

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

**Details**

**Construction Contract Solicitation**

The 15th Street Pump Station Upgrade and Sewer Separation project construction contract was advertised in accordance with the City's requirements. Public bids were opened on June 15, 2021 with four (4) bidders responding.

Pyramid Excavation & Construction, Inc. submitted the lowest bid at the time of bid opening. During evaluation of the bids, Pyramid's MBE and WBE utilization was well below project goals and they withdrew their bid.

**Grant/Loan Funding**

N/A

**Human Relations Approval**

The goals for the Design Professional Services Contract No. 1505 were approved by the Human Relations Department at 15% MBE and 10% WBE and remain unchanged for the proposed amendment.

The goals for the construction contract were established by the Fairness in Construction Board at 13% MBE and 9% WBE. Construction Subcontracting information was submitted to the Human Relations Department for review and determination on July 12, 2021, and is pending approval.

**Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

**Youth Employment Program**

N/A

**1% for Art**

N/A

**Is it good for the children?** Yes.

**How will this contribute to a sustainable Kansas City?**

This project will contribute to a sustainable Kansas City by improving the performance, capacity, and reliability of the City's combined sewer systems, and improving water quality by reducing overflows within the project area.

**Finances**

City's Estimate of Cost	\$ 5,500,000.00
Bid or Proposal Data	Lowest and Best Contract Cost Submitted \$ 4,980,556.00
Bid Date: 6/15/2021	Recommended Awardee: SHEDIGS IT, LLC
	No. of Bids Submitted: 4
	Reason for rejecting lowest bid submitted:
	During evaluation of the bids, Pyramid's MBE and WBE utilization was well below project goals and they withdrew their bid.
	Other Bidders or Contractors Considered Contract Costs Submitted
	Radmacher Brothers \$ 5,828,500.00
	Excavating Co., Inc. \$
	Pyramid Excavation & Construction, Inc. \$ 3,795,089.00
	Site Rite Construction \$ 5,660,322.00
	\$
	\$
Fund Sources and Appropriation Account Codes	22-8110-807769-B-81000836 (Construction) 22-8110-807769-B-81000836 (DPS Amendment)
For These Contracts	Overflow Control Program Project No. 81000836
Source of Future Operating Funds	
Proposed Construction Contract	\$ 4,980,556.00
Construction Contingency	\$ 519,444.00
Proposed Amendment 2	\$ 731,000.00
Engineering & Administration	\$ -
<b>TOTAL</b>	<b>\$ 6,231,000.00</b>

**Estimated Duration of Contract:** 430 calendar days

**Fact Sheet Prepared by:**

Leona Walton  
Contracts Manager

**Date:**

7/13/2021

**Reviewed by:**

D. Matt Bond  
Deputy Director

**Date:**

7/14/2021

**Reference Numbers:**

Contract No. 1524 (Construction)  
Contract No. 1505 Amendment No. 2 (Design Professional Services)  
Project No. 81000836  
Ordinance No. 190573

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	210617
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**LEGISLATION IN BRIEF:**

Authorizing a construction contract for 15th street pump station and upgrade and sewer separation project and increasing the authorizing amendment 2 of the design agreement for project.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?**  Yes/No  
*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  Yes/No  
 0

**Does this Legislation Increase Appropriations?**  Yes/No  
 0

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  Yes/No  
*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**

*They are estimating 5,000 a year in maintneance expenses for 50 years.*

Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8110	807769	611060	81000836	\$6,231,000.00	-

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

<b>NET IMPACT ON OPERATIONAL BUDGET</b>				-	-
---	--	--	--	---	---

*RESERVE STATUS:*

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8110	sewer	6,231,000	5,000	5,000	5,000	5,000	5,000	225,000
<b>TOTAL EXP</b>		6,231,000	5,000	5,000	5,000	5,000	5,000	225,000

<b>NET Per-YEAR IMPACT</b>		(6,231,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(225,000)
<b>NET IMPACT ( SIX YEARS)</b>						<b>(6,481,000.00)</b>		

REVIEWED BY Heather Bray DATE 7/19/2021



# CONTRACT

## Ordinance Fact Sheet

## Construction/Misc. Form

**210617**

Revised 08-02-2021

Brief Title	Approval Deadline	Reason
Authorizing a Construction Contract for the 15th Street Pump Station		To authorize execution of a Construction Contract and expenditures and to
Upgrade and Sewer Separation project and authorizing a Design		authorize execution of a Design Professional Services Amendment.
Professional Services Amendment No. 2 to Contract No. 1505 for		
Construction Phase Services.		

### Details

**Reason for Contract**  
 In 2010, the City of Kansas City, Missouri entered into a Consent Decree with the United States Environmental Protection Agency (EPA) to reduce the volume and frequency of overflows from the City's sewer system over a 25-year period. In March 2021 the Consent Decree was modified to include additional interim and revised final performance criteria and to extend its duration to 30 years. The City's Smart Sewer Program is currently in year 11 of a 30-year implementation period.

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### Discussion

**Project Justification**  
 The purpose of this project is to separate approximately 22 acres of the City's combined sewer system and to decommission the 15th Street Pump Station, all to reduce the frequency and occurrence of combined sewer overflows.

**Design Professional Services Contract Summary**  
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### Construction Contract Description

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The amount of the construction contract is \$4,980,556.00.

### Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Smart Sewer Program
Recommended Awardee	SHEDIGS IT, LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering: George Butler Associates, Inc.  Inspections: City Staff / George Butler Associates, Inc.  Construction or Project Management: George Butler Associates, Inc. SHEDIGS IT, LLC  Service Monitoring: City Staff / George Butler Associates, Inc.

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

**Details**

**Construction Contract Solicitation**

The 15th Street Pump Station Upgrade and Sewer Separation project construction contract was advertised in accordance with the City's requirements. Public bids were opened on June 15, 2021 with four (4) bidders responding.

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N/A

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The goals for the construction contract were established by the Fairness in Construction Board at 13% MBE and 9% WBE. Construction Subcontracting information was submitted to the Human Relations Department for review and determination on July 12, 2021, and was approved on July 30, 2021 with 13% MBE and 10% WBE participation.

**Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

**Youth Employment Program**

N/A

**1% for Art**

N/A

**Is it good for the children? Yes.**

**How will this contribute to a sustainable Kansas City?**

This project will contribute to a sustainable Kansas City by improving the performance, capacity, and reliability of the City's combined sewer systems, and improving water quality by reducing overflows within the project area.

**Finances**

City's Estimate of Cost	\$ 5,500,000.00
Bid or Proposal Data	Lowest and Best Contract Cost Submitted \$ 4,980,556.00 Recommended Awardee: SHEDIGS IT, LLC
Bid Date: 6/15/2021	
	No. of Bids Submitted: 4
	Reason for rejecting lowest bid submitted: During evaluation of the bids, Pyramid's MBE and WBE utilization was well below project goals and they withdrew their bid.
	Other Bidders or Contractors Considered
	Contract Costs Submitted
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	\$
	\$
	\$
	\$
	\$
Fund Sources and Appropriation	22-8110-807769-B-81000836 (Construction) 22-8110-807769-B-81000836 (DPS Amendment)
Account Codes For These Contracts	Overflow Control Program Project No. 81000836
Source of Future Operating Funds	
Proposed Construction Contract	\$ 4,980,556.00
Construction Contingency	\$ 519,444.00
Proposed Amendment 2	\$ 731,000.00
Engineering & Administration	\$ -
<b>TOTAL</b>	<b>\$ 6,231,000.00</b>

**Estimated Duration of Contract:** 430 calendar days

**Fact Sheet Prepared by:**

Leona Walton  
Contracts Manager

**Date:**

7/13/2021

**Reviewed by:**

D. Matt Bond  
Deputy Director

**Date:**

7/14/2021

**Reference Numbers:**

Contract No. 1524 (Construction)  
Contract No. 1505 Amendment No. 2 (Design Professional Services)  
Project No. 81000836  
Ordinance No. 190573

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 2**  
**CONTRACT NO. 1505     PROJECT NO. 81000836**  
**PROJECT TITLE - 15th STREET PUMP STATION UPGRADE AND SEWER**  
**SEPARATION**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and George Butler Associates, Inc. (Design Professional). The parties amend the Agreement entered into on August 23, 2019, as follows:

WHEREAS, City has previously entered into a contract dated August 23, 2019, in the amount of \$350,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$300,000.00, to amend the total contract amount to \$650,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$731,000.00, to amend the total contract amount to \$1,381,000.00.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 2, City and Design Professional agree as follows:

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

- A. Add the following section(s):
  - a. Under Attachment A – Scope of Services, add Attachment A2 – Scope of Services for Construction Phase Services, attached herein.
  - b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C2 - Construction Phase Services Fee Estimate, attached herein.
  - c. Sec. 8. Responsibilities of City., Subparagraph F:
    - F. Evaluate Contractor’s performance at key contractual milestones per the City’s Water Services 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.
  
- B. Delete and replace the following section(s):
  - a. Delete Attachment I – Non-Construction Subcontractor Listing and replace with Attachment I – Non-Construction Subcontractor Listing, attached herein.

- b. Under Attachment C, Delete Schedule of Position Classifications and replace with Schedule of Positions Classifications, attached herein.
- c. Delete Sec. 4 Compensation and Reimbursables and replace with the following Sec. 4 Compensation and Reimbursables:

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,381,000.00, as follows:
  - 1. \$955,744.00 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 a Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**.
  - 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$354,812.00. 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. Subcontractor's 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 Seventy Thousand and Forty-Four Dollars (\$70,444.00) 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. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. 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.

**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: D. Matt Bond, P.E.

Title: Deputy Director  
Water Services Department

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

\_\_\_\_\_  
Director of Finance (Date)

ATTACHMENT A2

SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

Design Professional: George Butler Associates, Inc.  
Owner: City of Kansas City, Missouri  
Project: 15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation  
CITY DPS No: 1505  
CITY Project No: 81000836

**I. GENERAL**

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

1. Task Series 1300 — Project Management and Administration
2. Task Series 1400 — Public Involvement
3. Task Series 1500 — Construction Office and Field Support Services
4. Task Series 1600 — Resident Project Representative Services
5. Task Series 1700 — Project Closeout

B. 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.

C. Responsibilities of CITY and Smart Sewer Program (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. CONTRACTOR will provide a construction office for use by DESIGN
4. PROFESSIONAL's RPR and DESIGN PROFESSIONAL's Assistant Resident Project Representatives (ARPRs).
5. The CONTRACTOR is responsible for overall site safety. The DESIGN PROFESSIONAL shall verify that DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in appropriate safety procedures and precautions in accordance with DESIGN PROFESSIONAL's minimum safety requirements. DESIGN PROFESSIONAL employees and subcontractors shall follow the CONTRACTOR'S site safety plan.
6. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the 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.

7. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM 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.
8. 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 development of the project.

D. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to verify 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 authority and responsibilities set forth below.

1. DESIGN PROFESSIONAL shall furnish Resident Project Representative (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, subcontractors, RPR's and assistants.

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

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
  1. All services through Task Series 1700 shall be completed within 430 calendar days following the CITY's issuance of a Notice to Proceed. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments 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 FOR CONSTRUCTION PHASE SERVICES**

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

### **TASK SERIES 1300 - 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 will be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 1300 through 1700 is included in Task Series 1300. It is assumed that construction phase services and design services will be concurrent.

#### **Task 1301 Project Management Services**

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work, including 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; continuous monitoring of DESIGN PROFESSIONAL's work progress; and quality control of services provided, which shall all be documented using eBuilder, the CITY's document management system. 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 1302 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 project status report shall also be uploaded to the CITY's project eBuilder site. The monthly progress status reports shall document,

at the Task Series level, work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by 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 DESIGN PROFESSIONAL's ability to meet HRD approved M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

### **Task 1303 Subconsultant Agreements and Administration**

DESIGN PROFESSIONAL shall prepare a scope, budget, schedule, and agreement for all 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 Human Relations Department.

### **Task 1304 Document Management**

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (eBuilder) for managing, tracking, and storing all construction related documents associated with the Project. Documents will include, but are not limited to, shop drawings, submittal responses 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 SERIES 1400 - PUBLIC INVOLVEMENT & NEIGHBORHOOD COORDINATION**

### **Task 1401 Public Meeting**

CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing two project area exhibits on presentation boards, Construction Contract Drawings, preparation of meeting minutes, and responding to questions.

### **Task 1402 Correspondence and Tracking 311 Cases**

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 1500 - CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES**

### **Task 1501 Contractor Communication**

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 1502 Review CONTRACTOR's Schedules and Monthly Payment Applications**

DESIGN PROFESSIONAL will receive, review, and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for the project, and monthly updates of the construction schedule, schedule of submittals, and monthly payment applications.

1. Construction Schedule. Review of CONTRACTOR's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.
2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments and will not constitute an agreement as to the value of each indicated item.
4. Schedule of Monthly Payments: DESIGN PROFESSIONAL will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
5. Monthly Payment Applications: Resident Project Representative (RPR) will review the CONTRACTOR's payment request for accuracy and advise the DESIGN PROFESSIONAL that all items were performed as noted. DESIGN PROFESSIONAL will forward recommendations for payment of items on the monthly payment request to the CITY's Project Manager including monthly photographs, progress narrative, updated schedule, and updated schedule of monthly payments, and materials/equipment delivered (and evidence of insurance if stored offsite if allowed by the CITY).

CITY will have final approval authority for all schedules and monthly payment applications.

### **Task 1503 Interpretations of Contract Documents**

DESIGN PROFESSIONAL will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Documents as specified and prepared by the DESIGN PROFESSIONAL. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY for review and approval. The final version approved response shall be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY,

and RPR.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of twenty- five (25) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the project.

#### **Task 1504 Preconstruction Conference**

DESIGN PROFESSIONAL will facilitate a preconstruction conference, with the CONTRACTOR, CITY and RPRs. The date, time, and location for the preconstruction conference will be determined and provided by the DESIGN PROFESSIONAL in coordination with the CONTRACTOR, and CITY. The preconstruction conference will include a discussion of the CONTRACTOR's preliminary schedules, work plan, procedures for transmittal, review, and acceptance of the CONTRACTOR's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the CONTRACTOR's responsibilities for safety and first aid, and other administrative items using eBuilder; and will address questions. DESIGN PROFESSIONAL will preside over the meeting, will prepare meeting notes to the CITY for review and approval, and distribute meeting notes to all parties in attendance of the Preconstruction Conference.

#### **Task 1505 Review and Process Substitutions and Or Equals**

DESIGN PROFESSIONAL will review and recommend the acceptance or rejection of material or equipment items submitted by CONTRACTOR for substitution or equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation up to five (5) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

#### **Task 1506 Shop Drawings and Data Submittals**

DESIGN PROFESSIONAL will receive and review for conformance 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 Post-Rehabilitation Submittals and 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 will respond to 1<sup>st</sup> submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final review. The review of 2<sup>nd</sup> and subsequent submittals shall be within ten (10) consecutive calendar days

To establish the basis for DESIGN PROFESSIONAL's compensation, up to 20 submittals for the project, 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 1507 Attend Progress Meetings**

DESIGN PROFESSIONAL along with the RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes. The meeting notes shall be submitted by the CONTRACTOR within seven (7) days following completion of the progress meeting. DESIGN

PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to the CITY and CONTRACTOR as necessary.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of fourteen (14) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one-hour site visit. DESIGN PROFESSIONAL attendance will be limited to two (2) people (not including RPRs), unless DESIGN PROFESSIONAL or its subconsultant need to review a particular project item or attend a test at the site and needs to attend the meeting.

### **Task 1508 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests**

DESIGN PROFESSIONAL will 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 issuance of request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each allowance authorization and change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each allowance authorization and change order request on the CONTRACTOR's construction schedule.

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.

DESIGN PROFESSIONAL will review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.

The DESIGN PROFESSIONAL will negotiate allowance authorization 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 will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

The DESIGN PROFESSIONAL will 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.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of five (5) claims, five (5) allowance authorizations, eight (8) change orders and 40 work change directives have been budgeted.

### **Task 1509 Substantial Completion Inspection**

The DESIGN PROFESSIONAL, RPR, Subconsultants, and CITY will perform an inspection at substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that each lead discipline engineer will attend. The DESIGN PROFESSIONAL will submit to the CITY a

statement of substantial completion, with a punch list.

### **Task 1510 Final Completion Inspection**

The DESIGN PROFESSIONAL, the CITY, Kansas City Parks Department representative, and the RPR will perform a final inspection of the work to determine if the punch list of deficiencies from the Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL and the RPR will submit to the CITY a statement of final completion.

### **Task 1511 Post Rehabilitation Submittal Review**

1. DESIGN PROFESSIONAL shall review up to 2,000 linear feet of post-rehabilitation CCTV inspection records and up to 15 full wrap CIPP Short Liner post-rehabilitation CCTV records, and rehabilitation or replacement of 25 manholes, as submitted by the CONTRACTOR throughout in the project area. CONTRACTOR shall provide a summary of the condition of the CCTV inspected assets, and any defects recorded, in PACP format. DESIGN PROFESSIONAL's staff reviewing the CCTV inspection records shall be PACP certified.
2. DESIGN PROFESSIONAL shall review up to 2,000 linear feet in the project area, of the Contractor's final completion post-lateral rehabilitation CCTV submittal package prior to achievement of full operation, including all full wrap CIPP Short Liner post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded. DESIGN PROFESSIONAL's staff shall be PACP certified.

## **TASK SERIES 1600 - RESIDENT PROJECT REPRESENTATIVE SERVICES**

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work.

The RPR and its assistants will observe the CONTRACTOR's work and perform the services listed below.

RPR Level of Effort: To establish basis for DESIGN PROFESSIONAL's compensation for resident project representative services, the effort for Task Series 1600 is based on providing one full-time RPR working up to 40 hours per week, over the course of 370 calendar days until substantial completion (assumes 310 days at 40 hours per week and up to 50 hours per week for 60 days), and one partial RPR working up to 20 hours per week for the remaining 60 days until final completion, for a maximum of 2,371 hours. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. 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.

General Responsibilities. RPR will be on site during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will 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 substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on eBuilder each workday during the construction contract.

DESIGN PROFESSIONAL will be responsible for providing all other supplies and equipment necessary for performance of the field work.

### **Task 1601 Contractor Schedules**

RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 1502. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

### **Task 1602 Meeting and Conferences**

RPR will attend the preconstruction conference.

RPR will attend weekly field coordination meetings, monthly progress meetings, and other meetings with CITY, CONTRACTOR, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project. CONTRACTOR will 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 1603 Liaison**

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

Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.

Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. 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.

Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings, only when requested.

Witness and document testing performed by the CONTRACTOR.

Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

### **Task 1604 Review of Work, Rejection of Defective Work, Inspections and Testing**

RPR will conduct onsite observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract

Documents.

RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes 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 RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL will report unsatisfactory work to the CITY. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.

Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.

Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.

Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.

RPR will verify that tests and operations and maintenance training is conducted as required by the Contract Document and in 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. This task is limited to that which the RPR can perform when the RPR is on site.

### **Task 1605 Records**

RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.

RPR will keep a recording of general 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 on City provided forms. 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.

RPR will record names, addresses, and telephone numbers of all CONTRACTOR, 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.

Maintain a marked set of Drawings and Specifications at the site. 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 1701.



### **Task 1606 Reports and Document Review**

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:

- Hours the CONTRACTOR worked on the job site.
- CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
- Construction equipment on the job site.
- Observed delays and potential causes. Weather conditions.
- Data relative to claims for extras or deductions.
- Daily construction activities and condition of the work.
- Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
- Observations pertaining to the progress of the work. Materials received on job site.
- Progress photographs
- Construction issues and resolutions or proposed resolutions to issues.

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.

Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.

Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.

All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.

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 1607 Payment Requisitions**

RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, work complete and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness and ENVISION™ reporting forms.

### **Task 1608 Substantial Completion Inspection**

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.

RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY, Kansas City Parks Department representative, and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR.

The punch list will be submitted to the CITY for review and approval before distribution by the DESIGN PROFESSIONAL.

### **Task 1609 Final Completion Inspection**

RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY, Kansas City Parks Department representative, and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.

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

## **TASK SERIES 1700 - PROJECT CLOSEOUT**

### **Task 1701 Construction Record Drawings**

Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.

DESIGN PROFESSIONAL will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format.

The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the eBuilder 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.

### **Task 1702 Furnish CONTRACTOR's Completion Documents**

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 HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

### **Task 1703 Project Closeout Documentation**

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. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

### **Task 1704 Update GIS**

The DESIGN PROFESSIONAL shall prepare and provide an updated ArcGIS geodatabase that follows the geodatabase update protocol provided by the CITY. DESIGN PROFESSIONAL shall update the GIS database based on construction record or “as-built” drawings provided by the CONTRACTOR. Updates to the GIS items such as: CIPP lining, full pipe replacement material/diameter changes, manhole rehabilitation, and new manholes. Any updated to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL in accordance with the GIS update protocol.

DESIGN PROFESSIONAL will be provided documentation that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. in addition to required attribute fields being populated, DESIGN PROFESSIONAL shall ensure pipe to structure connectivity is maintained within the database.

DESIGN PROFESSIONAL shall verify that **data source/data flagging attribute fields** in the GIS database template have been updated based on manhole inspections (completed by others), CCTV, smoke testing, and other field verifications. DESIGN PROFESSIONAL shall update any data source/data flagging attribute field that have not previously been entered for both City performed, and DESIGN PROFESSIONAL performed investigations.

## **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. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.
- F. Review of additional pre-rehabilitation and post-rehabilitation Three-Dimensional Optical Manhole Scan records beyond those identified under the Basic Scope of Services.
- H. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.
- I. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.

J. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)



**ATTACHMENT C2**  
**Construction Phase Services Fee Estimate**  
**15th Street Pump Station Upgrade and Sewer Separation**  
**June 2021**

Anticipated NTP - August 30, 2021 2nd NTP April 4, 2022 Construction Contract Time of 370 calendar days (12 months to Substantial + 60 days to Final)	HG		Principal	Project Mgr	Project Engineer	Direct Expenses	Vireo		Project Mgr	Project Leader	Project Engineer	Design Tech	Senior Admin Assistant	Direct Expenses
	SUB # 2 TASK	SUB # 2 TASK					SUB # 3 TASK	SUB # 2 TASK						
	TOTAL \$	TOTAL HRS					TOTAL \$	TOTAL HRS						
<b>TASK SERIES 1300 – PROJECT MANAGEMENT AND ADMINISTRATION</b>														
1301 Project Management Services	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1302 Monthly Invoicing and PSRs	\$3,560	20	12	8	0	\$0	\$4,256	28	4	12	0	0	12	\$0
1303 Subconsultant Agreements and Administration	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1304 Document Management	\$0	-	0	0	0	\$0	\$740	4	4	0	0	0	0	\$0
Task Hours		20	12	8	0			32	8	12	0	0	12	
Task Fee	\$3,560					\$0	\$4,996							\$0
<b>TASK SERIES 1400 – PUBLIC INVOLVEMENT &amp; NEIGHBORHOOD COORDINATION</b>														
1401 Public Meeting (one mtg)	\$298	2	0	0	2	\$0	\$928	6	2	2	2	0	0	\$0
1402 Correspondence and Tracking 311 Cases	\$0	-				\$0	\$0	-	0	0	0	0	0	\$0
Task Hours		2	0	0	2			6	2	2	2	0	0	
Task Fee	\$298					\$0	\$928							\$0
<b>TASK SERIES 1500 – CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES</b>														
1501 Contractor Communications	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1502 Review CONTRACTOR's Schedules and Monthly Payment Applications	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1503 Interpretations of Contract Documents	\$0	-	0	0	0	\$0	\$1,116	8	0	4	4	0	0	\$0
1504 Preconstruction Conference	\$0	-	0	0	0	\$0	\$1,435	8	4	4	0	0	0	\$35
1505 Review and Process Substitutions and Or Equals	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1506 Shop Drawings and Data Submittals	\$0	-	0	0	0	\$0	\$7,436	52	4	24	24	0	0	\$0
1507 Attend Progress Meetings	\$0	-	0	0	0	\$0	\$4,400	24	12	12	0	0	0	\$200
1508 Assist in Evaluating Claims and Preparation of Allowance Authorizations and	\$0	-	0	0	0	\$0	\$1,856	12	4	4	4	0	0	\$0
1509 Substantial Completion Inspection	\$0	-	0	0	0	\$0	\$2,652	18	2	8	8	0	0	\$50
1510 Final Completion Inspection	\$0	-	0	0	0	\$0	\$1,351	9	1	4	4	0	0	\$50
1511 Post Rehabilitation Submittal Review	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
Task Hours		-	0	0	0			131	27	60	44	0	0	
Task Fee	\$0					\$0	\$20,246							\$335
<b>TASK SERIES 1600 – RESIDENT PROJECT REPRESENTATIVE SERVICES</b>														
1601 Contractor Schedules	\$894	6	0	0	6	\$0	\$0	-	0	0	0	0	0	\$0
1602 Meetings and Conferences	\$1,788	12	0	0	12	\$0	\$0	-	0	0	0	0	0	\$0
1603 Liaison	\$1,788	12	0	0	12	\$0	\$0	-	0	0	0	0	0	\$0
1604 Review of Work, Rejection of Defective Work, Inspections and Test	\$61,280	400	0	0	400	\$1,680	\$0	-	0	0	0	0	0	\$0
1605 Records	\$1,788	12	0	0	12	\$0	\$0	-	0	0	0	0	0	\$0
1606 Reports and Document Review	\$7,152	48	0	0	48	\$0	\$0	-	0	0	0	0	0	\$0
1607 Payment Requisitions	\$1,788	12	0	0	12	\$0	\$0	-	0	0	0	0	0	\$0
1608 Substantial Completion Inspection	\$1,192	8	0	0	8	\$0	\$0	-	0	0	0	0	0	\$0
1609 Final Completion Inspection	\$1,192	8	0	0	8	\$0	\$0	-	0	0	0	0	0	\$0
Task Hours		518	0	0	518			-	0	0	0	0	0	
Task Fee	\$78,862					\$1,680	\$0							\$0
<b>TASK SERIES 1700 – PROJECT CLOSEOUT</b>														
1701 Construction Record Drawings	\$1,192	8	0	0	8	\$0	\$2,332	20	4	0	8	8	0	\$0
1702 Furnish CONTRACTOR' Completion Documents	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1703 Project Closeout Documentation	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
1704 Update GIS	\$0	-	0	0	0	\$0	\$0	-	0	0	0	0	0	\$0
Task Hours		8	0	0	8			20	4	0	8	8	0	
Task Fee	\$1,192					\$0	\$2,332							\$0
<b>TOTAL</b>														
Hours		548	12	8	528			189	41	74	54	8	12	
Fee	\$83,912					\$1,680	\$28,502							\$335
<b>OPTIONAL SERVICES</b>														
Optional Services	\$0						\$0							
<b>TOTAL HOURS</b>														
<b>TOTAL</b>														

# 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.	<u>Name:</u> Taliaferro & Browne, Inc. Hagos Andebrahn, P.E.  <u>Email:</u> hagos@tb-engr.com	<u>Address:</u> 1020 East 8 <sup>th</sup> Street Kansas City, Missouri 64106  <u>Phone:</u> 816-283-3456 <u>Fax:</u> 816-283-0810
2.	<u>Name:</u> Environmental Advisors and Engineers, Inc. Jill R. Biesma, P.E. <u>Email:</u> jbiesma@eaei.com	<u>Address:</u> 19211 West 64 <sup>th</sup> Terrace. Shawnee, Kansas 66218  <u>Phone:</u> 913-599-4326
3.	<u>Name:</u> Vireo Patti Banks, PLA, LEED  <u>Email:</u> patti@bevireo.com	<u>Address:</u> 929 Walnut St. Suite 700 Kansas City, Missouri 64106  <u>Phone:</u> 816-756-5690
4.	<u>Name:</u> TREKK Design Group, LLC Lucas Gillen, P.E.  <u>Email:</u> lgillen@trekkdesigngroup.com	<u>Address:</u> 1411 East 104 <sup>th</sup> Street Kansas City, Kansas 66131  <u>Phone:</u> 816.874.4655 <u>Fax:</u> 816.874.4675
5.	<u>Name:</u> Utila Safe Construction LLC Brad Van Winkle  <u>Email:</u> utilasafe@sbcglobal.net	<u>Address:</u> 19144 East 14 <sup>th</sup> Terrace Drive Independence, MO 64056  <u>Phone:</u> 816.918.6247 <u>Fax:</u> 816.833.3883
6.	<u>Name:</u> GBA Builders LLC Joshua Reeves  <u>Email:</u> jreeves@gbabuilders.com	<u>Address:</u> 9801 Renner Blvd. Lenexa, Kansas 66219  <u>Phone:</u> (913) 577-8802 <u>Fax:</u> (913) 877-8264
7.	<u>Name:</u> TSi Denise Hervey  <u>Email:</u> dhervey@tsi-engineering.com	<u>Address:</u> 8248 NW 101 <sup>st</sup> Terr. #5 Kansas City, Missouri 64153  <u>Phone:</u> (816) 599-7965 <u>Fax:</u> (314) 227-6612
8.	<u>Name:</u> HG Consult  <u>Email:</u> eharrison@hgcons.com	<u>Address:</u> 9111 NW 79 <sup>th</sup> St Kansas City, Missouri 64158  <u>Phone:</u> 816-912-4712 <u>Fax:</u>

Contractor – Company Name: George Butler Associates, Inc.  
Submitted By: Gary S. Beck, P.E.  
Title: Vice President  
Telephone No.: 913-492-0400  
Fax No.: 913-577-8346  
E-mail: [gbeck@gbateam.com](mailto:gbeck@gbateam.com)  
Date: July 2, 2021

**ATTACHMENT C**  
**Schedule of Positions Classifications**  
**STANDARD HOURLY RATES - EFFECTIVE 2021**

**15th Street Pump Station**  
**Upgrade and Sewer Separation**  
**Contract No. 1505, PN 81000836**

<b>Employment Classification</b>	<b>Hourly Rates</b>		
Principal	\$80.00	-	\$105.00
Senior Associate	\$60.00	-	\$95.00
Director of AES	\$60.00	-	\$80.00
Associate	\$50.00	-	\$80.00
Senior Lead AES	\$50.00	-	\$80.00
Senior Specialist	\$50.00	-	\$80.00
Project Leader	\$40.00	-	\$65.00
Lead AES	\$40.00	-	\$60.00
Specialist	\$40.00	-	\$55.00
Senior AES	\$30.00	-	\$60.00
Senior Technician	\$30.00	-	\$55.00
Project AES	\$25.00	-	\$50.00
Project Technician	\$25.00	-	\$40.00
Design AES	\$25.00	-	\$45.00
Design Technician	\$20.00	-	\$40.00
Staff AES	\$20.00	-	\$40.00
Staff Technician	\$15.00	-	\$35.00
Senior Construction Inspector	\$30.00	-	\$55.00
Construction Inspector 4	\$30.00	-	\$50.00
Construction Inspector 3	\$25.00	-	\$45.00
Construction Inspector 2	\$20.00	-	\$40.00
Construction Inspector 1	\$15.00	-	\$35.00
Senior Field Technician	\$30.00	-	\$50.00
Field Technician 3	\$25.00	-	\$45.00
Field Technician 2	\$20.00	-	\$35.00
Field Technician 1	\$15.00	-	\$30.00
Sr Professional Land Surveyor	\$35.00	-	\$55.00
Professional Land Surveyor	\$30.00	-	\$50.00
Survey Technician 3	\$25.00	-	\$45.00
Survey Technician 2	\$20.00	-	\$35.00
Survey Technician 1	\$15.00	-	\$30.00
Senior Administrative Assistant	\$25.00	-	\$35.00
Administrative Assistant	\$15.00	-	\$35.00
General Office 2	\$25.00	-	\$35.00
General Office 1	\$15.00	-	\$30.00



**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 1**  
**CONTRACT NO. 1505      PROJECT NO. 81000836**  
**15<sup>TH</sup> STREET PUMP STATION UPGRADE AND SEWER SEPARATION**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and George Butler Associates, Inc. (Design Professional). The parties amend the Agreement entered into on August 23, 2019, as follows:

WHEREAS, City has previously entered into a contract dated August 23, 2019, in the amount of \$350,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$300,000.00, to amend the total contract amount to \$650,000.00; 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. Under Attachment A – Scope of Services, add Attachment A1 – Additional Scope of Services.
  - b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C1 – Engineering Fee Summary for Amendment 1.
- B. Delete and replace the following section(s):
  - a. Delete Attachment I – Non-Construction Subcontractor Listing and replace with Attachment I – Non-Construction Subcontractor Listing, attached within.
  - b. Delete Sec. 4, Compensation and Reimbursables and replace with the following Sec. 4 – Compensation and Reimbursables:

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$650,000.00, as follows:
  - 1. \$414,673.00 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 a Schedule of Position Classifications

and the salary range for each position is included as a part of **Attachment C**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.

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 \$206,277.00. 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. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Twenty-Nine Thousand and Eighty-Three Dollars (\$29,050) 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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. 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.

**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:** 9/8/2020

**By:**   
DocuSigned by:  
30C74E2EE546428...  
**Title:** Vice President

**KANSAS CITY, MISSOURI**

**Date:** 9/23/2020


**By:**   
DocuSigned by:  
44458ECE838C4D6...

**Name:** Sean Hennessy


**Title:** Chief Financial Officer

Water Services Department

Approved as to form:

  
DocuSigned by:  
0908E44CE75D420...  
Assistant City Attorney

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

 10/12/2020  
Director of Finance (Date)

## ATTACHMENT A1

### ADDITIONAL SCOPE OF SERVICES

Design Professional: George Butler Associates, Inc.  
Owner: City of Kansas City, Missouri  
Project: 15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation  
CITY DPS No: 1505  
CITY Project No: 81000836

#### I. GENERAL

1. Task Series Listing. This Additional Scope of Services is organized under the following Task Series:
  1. Task Series 110 - Project Management and Administration
  2. Task Series 210 - Public Involvement and Neighborhood Coordination
  3. Task Series 310 - Additional Field Investigations
  4. Task Series 800 - Green Stormwater infrastructure evaluation
  5. Task Series 900 – Final Design
  6. Task Series 1000 - Project data management
  7. Task Series 1100 – Work Tracking Application
  8. Task Series 1200 - Bid phase services

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

1. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following schedule:
2. All services through Task Series 1100 shall be completed on or before January 22, 2021. The completion schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
3. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments. 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. ADDITIONAL SCOPE OF SERVICES

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

## **TASK SERIES 110 - 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 will be provided by DESIGN PROFESSIONAL.

### **Task 111 Project Management Services**

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Schedule shall be in Primavera (P6) or latest version of Microsoft Project.

### **Task 112 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 and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice 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. The schedule shall be updated to reflect the progress reported in the status report and shall be submitted by the last Monday of the month. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. Design Professional will provide up to six (6) monthly invoices and project status reports.

1. If schedule is produced in Primavera the layout shall include the following, in order.
  - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
  - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).

3. Schedule shall be submitted in an Aconex workflow, on a monthly basis, one week prior to invoicing for approval. DP shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DP shall propose a recovery schedule and plan for approval.

**Task 113 Subconsultant Agreements and Administration**

Prepare a scope, budget, schedule, and agreement for all 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 Human Relations Department.

**Task 114 Quality Control**

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

**Task 115 Monthly Progress Meetings**

Participate in up to six (6) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. Prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes no later than one week after each meeting. Progress meetings will be conducted online, via Teams, Zoom, or other digital means.

**Task 116 Document Management**

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (Aconex) for managing, tracking and storing all correspondence, documents and submittals associated with the Project. Documents will include, but are not limited to invoices, project status reports, schedules, work plans, preliminary, Envision reporting documents, public involvement documentation, survey reports, utility and railroad coordination documentation, and all optional services requests. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY. DESIGN PROFESSIONAL may, at their discretion, attend an introductory Aconex training session provided by the Smart Sewer Program.

## **TASK SERIES 210 - PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION**

### **Task 211 Public Meeting Assistance**

DESIGN PROFESSIONAL will attend and assist the city in preparation for and answering questions at one (1) public meeting. The public meeting will happen after final design has been reviewed and accepted by CITY. The meetings shall also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvements, what the businesses and private citizens need to implement on their own to assist the CITY in full implementation of the improvements, and to provide them with information on the sanitary sewer systems with respect to existing and proposed conditions.

1. CITY will establish meeting date, meeting time and venue and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.
2. DESIGN PROFESSIONAL will provide CITY with project area boundaries in order to determine mailing addresses for notifications. CITY will prepare mailings to businesses and property owners within the project and notify City Council representatives whose districts fall within the project area boundaries. CITY will coordinate distribution of the meeting notices and information to those identified to notify them of the public meeting and increase awareness of the project. DESIGN PROFESSIONAL shall print meeting notices and pay all related cost for printing. DESIGN PROFESSIONAL shall pay costs related to mailing distribution, copies, and postage based on invoices for these costs as provided by the CITY.
3. CITY will finalize and approve templates of meeting materials, including agendas, presentations, display boards based on information provided by DESIGN PROFESSIONAL, comment cards and sign-in sheets for public meeting. DESIGN PROFESSIONAL shall print all meeting materials and pay all related costs.
4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
5. Attend and assist CITY in conducting the public meeting and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. The CITY will submit draft minutes within 5 calendar days after the public meeting to the DESIGN PROFESSIONAL. Comments and revisions will be submitted to the CITY within 5 calendar days.

### **Task 212 Communications with Property Owners**

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of additional dye testing, and final design phase of the project. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information from public officials and the media.



**Task 213 Stakeholder Workshop**

Conduct up to two (2) stakeholder workshops, with key stakeholders identified as playing a role in successful project implementation. The meetings will present the results of the preliminary evaluations for consideration and review. DESIGN PROFESSIONAL shall prepare for and facilitate each of the stakeholder workshops, as well as to prepare meeting minutes to summarize key points, ideas and action items.

**TASK SERIES 310 - ADDITIONAL FIELD INVESTIGATIONS****Task 311 Geotechnical Investigations**

DESIGN PROFESSIONAL shall conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain a maximum of ten (10) soil borings at an approximate anticipated average depth of one foot deeper than planned invert of proposed sewer, or up to twenty (20) feet located at critical Project locations. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. In addition, DESIGN PROFESSIONAL shall perform up to five (5) street corings to determine composition and thickness of existing street surfacing and street base materials. The geotechnical investigations will include the following services:

1. Perform Field Work and Testing – Perform all exploratory field work, to include clearing as necessary, and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater along new sewer alignment. Collect three (3) to four (4) samples from each boring and retain for future reference.
2. Geotechnical Report – A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying new sewer line alignment; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations including minimum setbacks from adjacent structures including Truman Road Viaduct piers, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.
3. Submit three (3) copies of initial geotechnical report to CITY for review and comment.
4. Revise the report to address review comments and include the final report as an appendix to the Basis of Design memorandum.

**Task 312 Additional Private Property Investigation**

Perform additional private property investigations as a continuation of Task 304. DESIGN PROFESSIONAL shall make more attempts to establish communications with pertinent properties identified as apart of Task 304 that were not engaged during preliminary design. DESIGN PROFESSIONAL will attempt to contact up to three (3) properties and conduct up to ten (10) dye

test to determine connectivity of downspouts and area drains.

### **Task 313 Additional Topographic Survey**

Conduct additional topographic survey to complete final design, including along the new 12<sup>th</sup> Street gravity sewer, as well as additional locations on the project site as needed (new Quik Trip frontage, area drains at 7600 E Truman). Existing conditions shall be surveyed to determine critical features within the Project area. The survey will be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey - Perform a detailed topographic survey along easements where existing storm sewers are located, within existing public right-of-way and street corridors from right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required. The topographic survey will include the location of combined sewers, sanitary sewers, waterlines, and stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Survey along the 12<sup>th</sup> Street sewer alignment shall be a minimum 100 feet wide, centered on the proposed alignment. Manholes shall be named as shown in the CITY's GIS.
3. Update Base Map – Update existing base map with new survey data, including existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc.
4. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.
5. Locate Geotechnical Bore Locations – Coordinate with geotechnical firm to locate bore locations after geotechnical borings are complete.

### **Task 314 Additional Field Investigation**

Perform up to 10 additional potholes to probe critical utility crossings. Additional potholes shall be performed under OPTIONAL SERVICES.

### **Task 315 Structural Evaluation**

DESIGN PROFESSIONAL shall engage a licensed structural engineer to evaluate the impact of work done within the project boundaries; specifically related to the Truman Road viaduct. DESIGN PROFESSIONAL shall evaluate proposed sewer plans, take into consideration the

potential excavations required , and provide a feasibility review for the construction adjacent to the existing Truman Road Viaduct piers. This work will be summarized in a memo that shall include at minimum the following:

1. Summary explanation of the evaluation performed by the structural engineer.
2. Summary of discussions with Public Works Department related to work near the viaduct.
3. If any exist, a list of structural risk related to the proposed work done.
4. Recommendations from the geotechnical evaluation for potential excavation parameters

DESIGN PROFESSIONAL, not knowing or prescribing the means and methods for such construction will assume typical construction methods in their feasibility review and require the construction contractor to submit a signed/sealed plan for the work which will include work zone safety, excavation and shoring plans, OSHA requirements, and any required bridge pier evaluation.

DESIGN PROFESSIONAL will assist the CITY with locating record drawings of the Truman Road viaduct construction, including structural plans, drainage plans, and geotechnical information.

### **TASK SERIES 800 - GREEN STORMWATER INFRASTRUCTURE EVALUATION**

#### **Task 80 1 Evaluate Green Infrastructure Alternatives Proposed During Preliminary Design**

DESIGN PROFESSIONAL will evaluate the feasibility of incorporating Green Infrastructure alternatives proposed in preliminary design. DESIGN PROFESSIONAL will make their evaluation based on performance with street conditions, impacts on mobility, utility conflicts, community benefit, and cost, and provide recommendations to the CITY.

### **TASK SERIES 900 - FINAL DESIGN**

#### **Task 901 Prepare 60% Construction Drawings and Specifications**

DESIGN PROFESSIONAL will prepare and submit to the CITY a review set of drawings at the 60% design completion stage.

1. DESIGN PROFESSIONAL shall prepare 60% complete CADD construction drawings for street restoration, storm sewer improvements, sanitary sewer improvements and sanitary sewer rehabilitation using CITY's standard formatting for drawings, design procedures, drafting standards and criteria, and standard construction details, renderings prepared following the CITY's Green Infrastructure Rendering Guidelines, drainage area map, hydrology calculations, sizing of GSI facility, GSI details utilizing *Green Stormwater Infrastructure Manual* detail templates, base site activity plan details. Plans will also include demolition of the existing 15<sup>th</sup> Street Pump Station and modifications to DS206 and the diversion structure within the 15<sup>th</sup> Street Pump Station to allow for storm sewer flow through those structures. Green Infrastructure design will include tree pits adjacent to curb inlets. DESIGN PROFESSIONAL shall meet with CITY's staff including Public Works bridge

staff to review the project progress and receive their review comments.

2. Front-End Specification Review. DESIGN PROFESSIONAL shall obtain a copy of CITY'S MOST CURRENT Division 0 and 1 specifications applicable to Project. These specifications will be examined for conflicts with coordination of technical specifications prepared by DESIGN PROFESSIONAL. Comments will be provided by DESIGN PROFESSIONAL for CITY'S incorporation, as appropriate into its front-end specifications. DESIGN PROFESSIONAL shall also include draft Green Infrastructure specifications.
3. DESIGN PROFESSIONAL shall submit drawings (60% complete) for review and comment to utilities, which have existing underground facilities which potentially conflict, cross over or under, or adjacent to proposed sewer improvements if necessary. Document utility contacts using the standard CITY's utility notification form.
4. Submit the following for CITY review:
  - a. One (1) half-size printed and bound set of 60% design plans sheets
  - b. A single electronic file in portable document format (PDF) of all documents an uploaded to Aconex.

**Task 902 60% Complete Opinion of Probable Construction Cost**

DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the proposed improvements and submit it to the CITY. Opinion of probable construction cost shall include draft estimate of Green Infrastructure maintenance and a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

**Task 903 Permitting**

DESIGN PROFESSIONAL will provide assistance to CITY in consulting with agencies and obtaining required permits, approvals, and clearances from government agencies, which work will consist of the following:

1. Wetland delineation: A wetland delineation will be conducted to identify the location and extent of waters of the U.S. The wetland delineation will be conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region – Version 2.0. DP will prepare a Wetland Delineation Report to discuss results of the wetland delineation and will submit to the City for review and comment. The Delineation does not represent an approved or preliminary jurisdictional determination (JD) of waters of the U.S. The primary purpose of the Delineation is to identify, delineate and document potential jurisdictional waters of the U.S, and if necessary, assist the Corps issue the JD during the Section 404 permitting process.
2. Provide an assessment of the Project site for potential threatened and endangered species habitat during the wetland delineation study. Prepare a preliminary report outlining the findings of the investigations for City's consideration and submittal to the USFWS and MDC for review and comment.

3. Prepare drafts of all required permit applications, exhibits, drawings, and specifications. Submit three (3) copies of the draft permits for CITY review and comment.
  - a. U.S. Army Corps of Engineers (Section 404 Permit)
  - b. Missouri Department of Natural Resources Section 401 Water Quality Certification
  - c. U.S. Fish and Wildlife Service (federally listed threatened and endangered species clearance)
  - d. Missouri Department of Natural Resources Historic Preservation Office (cultural resources clearance)
  - e. City of Kansas City Floodplain Development Permit
  - f. Missouri Department of Natural Resources general Land Disturbance Permit
  - g. City of Kansas City Stormwater Pollution Prevention Plan (to be prepared by the contractor)
4. DESIGN PROFESSIONAL shall address review comments received from CITY related to the draft submittal and submit final permit applications to CITY. CITY will pay all direct application and permit fees.
5. Furnishing additional information about the project design based on the agency reviews.
6. Railroad Permit Applications and Assistance
  - a. Provide assistance to City in consulting with railroads and obtaining required permits, approvals, and clearances from railroad entities, which will consist of the following:
  - b. DP shall coordinate with Union Pacific (UP), Burlington Northern Santa Fe (BNSF), and Kansas City Southern (KCS) Railroad Companies (or their appointed agencies) to obtain crossing and/ or encroaching permits and license agreements. Preliminary and final designs will be presented to the railroad companies as required or requested showing proposed construction methods, shoring designs and bypasses or detours along with estimated construction and service interruption, if applicable. Modifications to the preliminary and final designs shall be made as required to address any concerns or restrictions. DP will assist CITY with completion of license agreement applications. CITY will pay all direct application and permit fees.
    - BNSF Encroachment Agreement
    - UP Encroachment Agreement
    - KCS License Agreement

**Task 904 Plan in Hand Walk Through**

Within thirty (30) days of completing the 60% Construction Contract Documents DESIGN PROFESSIONAL and CITY shall perform a one (1) day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify any special conditions to be included in the contract documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions and specifications for the CITY to review. DESIGN PROFESSIONAL will provide a summary email to the CITY of

decisions made as a result of the walk through.

**Task 905 Prepare 90% Construction Drawings and Specifications**

DESIGN PROFESSIONAL shall prepare 90 percent complete CADD construction drawings for storm sewer improvements and sanitary sewer improvements and sanitary sewer rehabilitation using CITY's standard formatting for drawings, design procedures, drafting standards and criteria, and standard construction details, renderings prepared following the CITY's Green Infrastructure Rendering Guidelines, drainage area map, hydrology calculations, sizing of Green Infrastructure facility, Green Infrastructure details utilizing *Green Stormwater Infrastructure Manual* detail templates, base site activity plan details. Plans will also include demolition of the existing 15<sup>th</sup> Street Pump Station and structural modifications to DS206 and the diversion structure within the 15<sup>th</sup> Street Pump Station to allow for storm sewer flow through those structures. Green Infrastructure design will include tree pits adjacent to curb inlets. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Incorporate CITY's previous review comments into the drawings.

**Task 906 Submit 90% Completion – Drawings**

DESIGN PROFESSIONAL will prepare and submit to the CITY a review set of drawings at the 90% design completion stage. DESIGN PROFESSIONAL shall prepare updated renderings of the proposed Green Infrastructure improvements.

1. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit three copies to the City for review. DESIGN PROFESSIONAL shall meet with CITY's staff to review project progress and receive CITY's review comments on the final drawings.
2. Front-End Specification Review. DESIGN PROFESSIONAL shall obtain a copy of CITY'S MOST CURRENT Division 0 and 1 specifications applicable to Project. These specification will be examined for conflicts with coordination of technical specifications prepared by DESIGN PROFESSIONAL. Comments will be provided by DESIGN PROFESSIONAL for CITY'S incorporation, as appropriate into its front-end specifications. DESIGN PROFESSIONAL shall also include final Green Infrastructure specifications.
3. DESIGN PROFESSIONAL shall submit drawings (90 percent complete) for review and comment to utilities, which have existing underground facilities which potentially conflict, cross over or under, or adjacent to potentially proposed water main improvements. Document utility contacts using the CITY's standard utility notification form.
4. Submit the following for CITY review:
  - a. One (1) half-size printed and bound set of 90% design plans sheets
  - b. A single electronic file in portable document format (PDF) of all documents and uploaded to SharePoint.
  - c. Provide one (1) plan view and two (2) perspectives for each GSI project site. The renderings shall follow the CITY's Green Infrastructure Rendering Guidelines.

### **Task 907 Preparation of Easements**

DESIGN PROFESSIONAL will coordinate directly with CITY's Acquisition Specialist to prepare easements and associated exhibits and legal descriptions. DESIGN PROFESSIONAL will determine the locations and limits for permanent and temporary construction easements and review with CITY staff. Obtain "ownership and encumbrance" reports for each parcel of property where easements or acquisition is required immediately following the 60% and 100% design submittal and provide to CITY. Prepare easement exhibits and legal descriptions for CITY's use in appraising the land and acquiring the required permanent and temporary easements upon notice to proceed from the CITY. Each easement will consist of a legal description and an 8.5-inch by 11-inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. Should additional easement exhibits and legal descriptions be required, the additional work will be performed as Optional Services approved by the CITY.

Prepare Easement Exhibits and Legal Descriptions: Obtain "ownership and encumbrance" reports and prepare easement exhibits and descriptions. This task is based on preparing easements exhibits and legal descriptions for the following:

1. A maximum of eight (8) temporary easements
2. A maximum of three (3) permanent easements

### **Task 908 100% and Final Drawings for Bidding**

DESIGN PROFESSIONAL will address review comments received on the 90% submittal and finalize the construction drawings. One (1) copy of the 100% drawings will be submitted to CITY for review. After receipt of the review comments on the 100% drawings, DESIGN PROFESSIONAL shall revise the drawings and include all revisions and additions required by CITY.

1. DESIGN PROFESSIONAL shall provide CITY:
  - a. One paper set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings;
  - b. A computer disk containing the drawing sheets as separate pdfs in the format required in Attachment B and electronic files in the latest version of AutoCAD. The disk shall be labeled with the CITY Project Name, Project Number, Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data. All electronic submittals shall be uploaded to the CITY's project Aconex site.

**Task 909 Prepare Final Opinion of Probable Cost**

DESIGN PROFESSIONAL will prepare a final opinion of probable construction cost for the Project and submit it to the CITY. Final opinion of probable construction cost shall include cost for GSI maintenance and a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

**TASK SERIES 1200 - BID PHASE SERVICES****Task 1201 Pre-Bid Conference**

Prepare and present a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues,. Project advertisement will have a duration of approximately thirty (30) calendar days.

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

**Task 1202 Submit Engineer's Opinion of Probable Construction Cost**

Update the Final Opinion of Probable Cost submitted under Task 911 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate

**Task 1203 Bid Assistance and Evaluation**

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

**IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an 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 will not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount,



unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

1. Project Management and Administration services beyond those associated with completion of Task Series 100-1200.
2. Additional Green Infrastructure design.
3. Risk-based pipe and I/I defect prioritization approach following guidelines in the City's Neighborhood Sewer Rehabilitation – Risk Based Prioritization and Rehabilitation Recommendation Technical Memorandum dated December 2015
4. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
5. Infoworks modeling of the updated sewer system.
6. Dynamic modeling of storm sewer system.
7. Public Works infrastructure improvements.
8. Recommendation of specific pump station improvements at the 15<sup>th</sup> Street Pump Station to convey increased post-separation flow. Design of any modifications of improvements to the 15<sup>th</sup> Street Pump Station outside of demolition and conversion of the diversion structure for storm sewer flow.
9. Modeling and evaluation in InfoWorks of impact to 12<sup>th</sup> Street Pump Station from these improvements.
10. Recommendation of modifications to the 12<sup>th</sup> Street Pump Station to accept flow conveyed from 15<sup>th</sup> Street.
11. Design of the connection to the 12<sup>th</sup> Street pump station.
12. Model the impacts of private I/I removal on the sizes of proposed pipes.
13. Additional Green Infrastructure evaluation or alternative design, including permeable pavers, or other alternatives such as underground storage or detention basin.
14. Coordination with the USACE for Levee Critical Zone Review.
15. Section 408 permitting. USACE and KCMO Levee District have indicated the project area is not in the channel right-of-way.
16. Section 10 permitting. The Blue River is not considered a navigable water under the Section 10 definition.
17. Preparation of an Individual Permit application if the project-related impacts exceed the Section 404 Nationwide Permit limits.
18. Detailed surveys for endangered species and cultural/historic resources.
19. Meetings with City departments beyond those contemplated under the Basic Scope of Services.

20. Additional PC-SWMM modeling if significant changes to the design occur between the 60% and 90% design.
21. Appearances at additional public hearings or before special boards other than those outlined in this Basic Scope of Services..
22. Assisting City with appraisal and/or acquisition of easements.
23. Preparation for and submittal of project for Envision™ certification.
24. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - a. Changes in project area size or complexity;
  - b. CITY's project schedule, design, or character of construction;
  - c. Method of financing or availability of funding.

#### **V. CITY'S RESPONSIBILITIES**

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

1. CITY's Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
2. CITY's Project Manager will deliver CITY's front end documents upon request from DESIGN PROFESSIONAL.
3. CITY will assist in coordinating with railroads, including providing fees.
4. CITY will provide record drawings for sewers, water mains, and Truman Road viaduct.

(End of Scope of Services)



## 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.	<p><u>Name:</u> Taliaferro &amp; Browne, Inc. Hagos Andebrahn, P.E.</p> <p><u>Email:</u> hagos@tb-engr.com</p>	<p><u>Address:</u> 1020 East 8<sup>th</sup> Street Kansas City, Missouri 64106</p> <p><u>Phone:</u> 816-283-3456    <u>Fax:</u> 816-283-0810</p>
2.	<p><u>Name:</u> Environmental Advisors and Engineers, Inc. Jill R. Biesma, P.E.</p> <p><u>Email:</u> jbiesma@eaei.com</p>	<p><u>Address:</u> 19211 West 64<sup>th</sup> Terrace. Shawnee, Kansas 66218</p> <p><u>Phone:</u> 913-599-4326</p>
3.	<p><u>Name:</u> Vireo Patti Banks, PLA, LEED</p> <p><u>Email:</u> patti@bevireo.com</p>	<p><u>Address:</u> 929 Walnut St. Suite 700 Kansas City, Missouri 64106</p> <p><u>Phone:</u> 816-756-5690</p>
4.	<p><u>Name:</u> TREKK Design Group, LLC Lucas Gillen, P.E.</p> <p><u>Email:</u> lgillen@trekkdesigngroup.com</p>	<p><u>Address:</u> 1411 East 104<sup>th</sup> Street Kansas City, Kansas 66131</p> <p><u>Phone:</u> 816.874.4655    <u>Fax:</u> 816.874.4675</p>
5.	<p><u>Name:</u> Utila Safe Construction LLC Brad Van Winkle</p> <p><u>Email:</u> utilasafe@sbcglobal.net</p>	<p><u>Address:</u> 19144 East 14<sup>th</sup> Terrace Drive Independence, MO 64056</p> <p><u>Phone:</u> 816.918.6247    <u>Fax:</u> 816.833.3883</p>
6.	<p><u>Name:</u> GBA Builders LLC Joshua Reeves</p> <p><u>Email:</u> jreeves@gbabuilders.com</p>	<p><u>Address:</u> 9801 Renner Blvd. Lenexa, Kansas 66219</p> <p><u>Phone:</u> (913) 577-8802    <u>Fax:</u> (913) 877-8264</p>
7.	<p><u>Name:</u> TSi Denise Hervey</p> <p><u>Email:</u> dhervey@tsi-engineering.com</p>	<p><u>Address:</u> 8248 NW 101<sup>st</sup> Terr. #5 Kansas City, Missouri 64153</p> <p><u>Phone:</u> (816) 599-7965    <u>Fax:</u> (314) 227-6612</p>
8.	<p><u>Name:</u> _____</p> <p><u>Email:</u> _____</p>	<p><u>Address:</u> _____</p> <p><u>Phone:</u> _____    <u>Fax:</u> _____</p>

Contractor – Company Name: George Butler Associates, Inc.  
 Submitted By: Gary S. Beck, P.E.  
 Title: Vice President  
 Telephone No.: 913-492-0400  
 Fax No.: 913-577-8346  
 E-mail: gbeck@gbateam.com  
 Date: 8-24-20

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81000836 CONTRACT NO. 1505**  
**FOR**  
**15<sup>th</sup> STREET PUMP STATION UPGRADE AND SEWER SEPARATION**  
**OFFICE OF THE CITY MANAGER**

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

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

**Sec. 1. Project description.**

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

The City of Kansas City, Missouri is undertaking a project in the Lower Blue River sewer shed to separate approximately 22 acres of combined sewer along Truman Road from the Blue River to west of Bennington Road to eliminate typical year wet weather flows that exceed the 15<sup>th</sup> Street Pump Station's current capacity. The project area is within the boundaries of East 14<sup>th</sup> Street to the north, East 15<sup>th</sup> Terrace to the south, KC Southern to the east, and Bennington Street to the west in Jackson County, Missouri. The Design Professional shall evaluate, analyze and recommend alternatives for the project area and provide recommended improvements and opinion of probable construction costs required to eliminate typical year overflows at the 15<sup>th</sup> Street Pump Station and Outfall 52.

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

Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$350,000.00, as follows:

1. \$204,915.00 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 a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$115,913.00. 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. Subcontractor's 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 Twenty-Nine Thousand One Hundred Seventy-Two Dollars (\$29,172.00) 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. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. 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.**

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 a 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, 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:**

**Office of the City Manager**

Andy Shively, P.E.

Special Assistant City Manager

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

Kansas City, MO 64130

Phone: (816) 513-0304

Facsimile: (816) 513-0226

E-mail address: [andy.shively@kcmo.org](mailto:andy.shively@kcmo.org)

**Design Professional:**

George Butler Associates, Inc.

Gary S. Beck, P.E.

Vice President/Principal

One Renner Ridge

9801 Renner Boulevard

Lenexa, Kansas 66219

Phone: (913) 492-0400

Facsimile: (913) 577-8346

E-mail address: [gbeck@gbateam.com](mailto:gbeck@gbateam.com)

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

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

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

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

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



- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.

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

**Attachment A** – Scope of Services

**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.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

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

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

**Sec. 11. 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. 12. 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. 13. Effectiveness; Date.** This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

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

Date: 8-1-19

By: George Butler Associates, Inc.

Name: Lang S Buck

Title: Vice President

**KANSAS CITY, MISSOURI**

Date: 8/16/19

By: Andy Shively

Name: Andy Shively, P.E.

Title: Special Assistant City Manager

Approved as to form:

[Signature]  
Assistant City Attorney Date

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

for Sherene Danielson 8-23-19  
Director of Finance Date

## **PART II**

### **STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or by law despite any such forbearance or indulgence.

**Sec. 11. Acceptance.**

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

**Sec. 12. Modification.**

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

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

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

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

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

being performed in accordance with the intentions of the parties.

**Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

**Sec. 16. Affirmative Action.**

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



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

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender

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

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

#### **Sec. 17. Tax Compliance.**

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

#### **Sec. 18. Assignability and Subcontracting.**

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

subcontracting as otherwise provided for herein.

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

#### **Sec. 19. Conflicts of Interest.**

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

#### **Sec. 20. Conflict of Interest - Certification.**

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

#### **Sec. 21. Buy American Preference.**

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

#### **Sec. 22. Independent Contractor.**

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

#### **Section 23. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars (\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at <http://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 \$10.00 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.

**Section 25. 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 26. Consent Decree Project**

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

hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work Products, provision of all services, and submission in a form acceptable to the City.

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

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

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**Design Professional:** George Butler Associates, Inc.  
**Owner:** City of Kansas City, Missouri  
**Project:** 15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation  
**Contract No.:** 1505  
**Project No.:** 81000836

**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 separation of combined sewers located upstream of 15<sup>th</sup> Street Pump Station of the Lower Blue River Basin in Kansas City, Missouri.

1. **The Project.** The City of Kansas City (CITY), Missouri intends to separate the combined sewers that are located in the Lower Blue River watershed upstream of the 15<sup>th</sup> Street Pump Station. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
2. **Federal Consent Decree.** Portions of this Project are 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.
3. **Background Information.** The CITY is undertaking the Project as mandated by the Federal Consent Decree to prepare design documents for separation of approximately 22 acres of the combined system and improvements to the existing 15<sup>th</sup> Street Pump Station. The project boundaries are Truman Road from the Blue River to west of Bennington Road to eliminate typical year wet weather flows that exceed the 15<sup>th</sup> Street Pump Station's current capacity. The project area is within the boundaries of East 14<sup>th</sup> Street to the north, East 15<sup>th</sup> Terrace to the south, KC Southern to the east, and Bennington Street to the west in Jackson County, Missouri.
4. **Follow-On Phases.** At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide final design, bid phase, and construction phase services.
5. **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 complete preliminary design for the separation of combined sewers located upstream of the 15<sup>th</sup> Street Pump Station in the Lower Blue River Basin.
  2. Services include field survey, railroad coordination, complete sewer system evaluation (including interior and exterior private property inflow and infiltration investigations which

may be completed using dyed water, smoke testing, acoustic testing and push camera inspection); utility investigations; analysis of anticipated dry weather sanitary flows based on review of flow metering data to be collected by the CITY in 2019 determination of anticipated post separation peak wet weather sanitary flows and stormwater flows; coordination with CITY departments and utility infrastructure planning; preparation of concept alternatives analysis; preparation of opinions of probable construction cost, and preparation of preliminary plans.

6. **Project Needs/Goals.**
  1. Determine deficient storm sewer structures and surface features that contribute to storm-event related drainage problems in the project area.
  2. Complete a detailed analysis of the existing combined sewer for use as either a storm sewer system or as a sanitary sewer system.
  3. Develop conceptual recommended solutions, costs, and schedule to address deficiencies identified above for the sanitary and storm systems.
  4. Complete concept designs for new separate storm or sanitary sewer systems or a combination of both based on recommended solutions.
  5. Complete concept designs for potential Green Infrastructure within the project limits.
  6. Complete concept design of pump station rehabilitation improvements.
  7. Identify high-level sustainability approaches to meet Envision™ credit requirements.
7. **Task Series Listing.** This Basic Scope of Services is organized under the following Task Series:
  1. Task Series 100 - Project Management and Administration
  2. Task Series 200 - Public Involvement and Coordination
  3. Task Series 300 - Field Investigations and Data Review
  4. Task Series 400 - Alternatives Evaluation and Basis of Design Report
  5. Task Series 500 - Pump Station Evaluation
  6. Task Series 600 - Preliminary Design
  7. Task Series 700 - Envision™ Sustainability Design
8. **Explicit Responsibilities.** The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL will perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific 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.
9. **Construction 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. 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 will be as noted in subsequent paragraphs of this Scope of Services.

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

1. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:

All services through Task Series 700 shall be completed within 240 calendar days following the City's issuance of a Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.

2. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments. 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 the 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 will be provided by DESIGN PROFESSIONAL.

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

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Schedule shall be in Primavera (P6) or latest version of Microsoft Project.

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

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall

accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice 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. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If schedule is produced in Primavera the layout shall include the following, in order.
  - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
  - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in an Aconex workflow, on a monthly basis, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

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

DESIGN PROFESSIONAL shall prepare a scope, budget, schedule, and agreement for all 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 Human Relations Department.

### **Task 104 Quality Control**

DESIGN PROFESSIONAL's Quality Control Program will be implemented on all phases of the



project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

#### **Task 105 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project and sustainability goals, outline high-level sustainability approaches to meet Envision™ credit requirements, review lines of communication, project procedures, Engineer's proposed Work Plan, and other logistics of project execution, including resource loaded Project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting.

#### **Task 106 Work Plan**

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

#### **Task 107 Monthly Progress Meetings**

DESIGN PROFESSIONAL shall participate in up to seven (7) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. Prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes no later than one week after each meeting.

#### **Task 108 Document Management**

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system

(Aconex) for managing, tracking and storing all correspondence, documents and submittals associated with the Project. Documents will include, but are not limited to invoices, project status reports, schedules, work plans, preliminary, Envision™ reporting documents, public involvement documentation, survey reports, utility and railroad coordination documentation, and all optional services requests. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY. DESIGN PROFESSIONAL may, at their discretion, attend an introductory Aconex training session provided by the Smart Sewer Program.

## **TASK SERIES 200 - PUBLIC INVOLVEMENT AND COORDINATION**

### **Task 201 Communication with Property Owners**

DESIGN PROFESSIONAL shall assist CITY with responding to inquiries from businesses and property owners throughout the duration of the smoke testing, dye testing, and preliminary design phase of the project. Document communications with property owners and promptly provide copies of said documentation to the CITY. The CITY shall respond to requests for information from public officials and the media.

Assist the CITY in identifying up to 38 property owners within the basin to directly communicate and coordinate field activities. These property owners shall include large warehouses, factories, hospitals, schools, nursing homes or other facilities that could be substantially impacted by smoke testing work. The DESIGN PROFESSIONAL shall coordinate on-site meeting with an owner's representative, provide materials prepared as part of Task 201, coordinate schedule of field activities, including access to property to perform and monitor smoke and dyed water testing. If the estimate above is not adequate, the additional large property owners, over the estimate above, shall be added as Optional Services.

## **TASK SERIES 300 - FIELD INVESTIGATIONS AND DATA REVIEW**

### **Task 301 Review Existing Reports, GIS and Field Data**

The DESIGN PROFESSIONAL shall compile and review pertinent existing data and reports, CCTV, manhole inspections and GIS information provided by the CITY, and other related data obtained previously by or for CITY within the project area.

The DESIGN PROFESSIONAL shall review CCTV inspection data for up to 9,000 linear feet of pipe and manhole inspection reports for up to 28 manholes provided by the CITY and smoke testing results and dye testing results performed by DESIGN PROFESSIONAL to identify defects in main sewers, manholes, and service laterals (from smoke testing) and also identify private I/I defects. Reference applicable protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. Smoke Testing Protocol dated October 2017
3. CCTV Investigation Protocol dated July 2016
4. Dyed Water Testing Protocol dated September 2013

## **Task 302 Smoke Testing**

### **1. Smoke Testing Notification and Door Hangers**

Prior to mobilizing for smoke testing activities, the DESIGN PROFESSIONAL shall distribute mailers to all affected properties owners. CITY will provide DESIGN PROFESSIONAL with the mailer template. DESIGN PROFESSIONAL shall provide CITY with a project boundary and the CITY will provide mailing addresses from the customer service system.

Two to four days prior to smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The CITY will be responsible for drafting the door hanger. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers. In addition, provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personal as specified by the CITY. If an unexpected weather event delays smoke testing after mailers are distributed, it will be Optional Services for DESIGN PROFESSIONAL to redistribute door hangers.

### **2. Smoke Testing Performance**

The DESIGN PROFESSIONAL shall perform smoke testing on approximately 9,000 linear feet of sewer pipe segments 8" up to 30" in the project area to identify I/I sources from both the public and private sector, and develop field maps using system maps provided by the CITY. Smoke testing shall be completed in accordance with requirements found in the Smart Sewer Smoke Testing Protocol, dated October 2017. Suspect inflow sources will not be allowed to be submitted on inspection forms or in database(s). All suspect inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether or not the source exists. Confirmation of repair solutions must be reviewed and confirmed during design. Payment for smoke testing shall be based on a hourly rate per crew.

The DESIGN PROFESSIONAL shall summarize I/I sources identified from smoke testing, and prepare and provide deliverables in accordance with the protocols. A running summary of identified I/I sources during the course of the project shall be kept for review at the progress meetings.

## **Task 303 Dyed Water Testing**

Dyed water testing of suspected inflow sources identified by smoke testing or private building inspections shall be performed at up to 30 locations to verify their direct connection to the combined sewer system. The DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with requirements found in the Water Services Department's Dyed Water Testing Protocol dated September 2013 to identify inflow sources from both the public and private sources. Suspect inflow sources will not be allowed to be submitted on inspection forms or in the database(s). All potential inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether or not the source exists. Solutions on specifically what to fix or repair to remove these inflow sources shall be made by experienced personnel at the time of the field confirmation, not during office analysis. Confirmation of repair solutions must be reviewed and confirmed during preliminary design. These potential inflow

sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, interior roof drainage, and other public or private infrastructure. Photographic records shall be made of each confirmed source identified during dyed water testing. All dyed-water tests shall be recorded on CITY field forms. Payment for each dyed water test shall be on a time and material basis.

#### **Task 304 Private Property Investigations**

Investigations will be performed on commercial properties. The purpose of this investigation will be to identify connectivity of private storm and sanitary sources, to determine how each private property will be impacted by sewer separation. Work item includes:

1. Investigate each property in the project area for external inflow sources, including disappearing downspouts, driveway drains, or other area drains. Identify inflow sources to be investigated as part of Task 303.
2. Schedule and investigate commercial properties and residential properties for service lateral location in areas where new sanitary sewers are proposed and where multiple service lead discharge locations are possible. As the anticipated separation plan includes new sanitary sewers, it is important to identify the location of service laterals for these properties to effectively design the proposed sewers. Investigations generally will consist of sound testing, document review, dyed water testing and/or line locating using CCTV data and other methods. The scope assumes investigation of thirty-six (36) commercial properties and two (2) residential properties including dyed water testing and service lateral televising/locating at fifteen (15) properties. Service lateral locating is used when dye testing is not successful or cannot be used, or where the exact location of a service lateral is necessary, such as at cross-lot or alley sewers. Payment for each private property investigation performed by field crews will be paid on time and expense basis. This work will include document review, visual observation, sound testing and dye testing at each commercial property within the project area. Payment for service lateral televising performed by field crews shall be based on a time and expense price basis.
3. Note inflow locations and service lateral locations on the base map to be incorporated into preliminary design.

#### **Task 305 Summary of Results for Dyed Water Testing, Smoke Testing and Private Property Investigation**

Summarize I/I sources identified from smoke testing, dyed water testing and private property investigations conducted by the DESIGN PROFESSIONAL. A running summary, including a map, of identified I/I sources during the course of the project shall be kept for review at progress meetings.

#### **Task 306 Topographic Survey**

Conduct topographic survey in sufficient detail to serve as the basis for preliminary design. Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the Project area. The survey will

be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.

1. **Horizontal and Vertical Control** - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. **Detailed Topographic Survey** - Perform a detailed topographic survey along easements where existing storm sewers are located, within existing public right-of-way and street corridors from right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required. The topographic survey will include the location of combined sewers, sanitary sewers, waterlines, and stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Surveys shall only extend fifty (50) feet past the most upstream inlet on combined sewers since it is likely that any sewers above the first inlet will remain in service as sanitary sewers. Surveys of existing sanitary sewer lines outside of the street rights-of-way are not required since it is likely that these will remain in service as sanitary sewers. Manholes shall be named as shown in the CITY's GIS.
3. **Prepare Base Map** - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc.
4. **Coordinate and Locate Utilities** - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.

### **Task 307 Utility Coordination**

DESIGN PROFESSIONAL shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility coordination shall be performed in accordance with the City of Kansas City, Missouri's (CITY's) Four Step Utility Notification Guideline. DESIGN PROFESSIONAL shall complete the following tasks in addition to the Four Step Utility Notification process:

1. Identify all utilities that may be affected by the project. Make contact with those utilities and determine generally the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.

4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design. And, establish a plan for data collection with the utilities affected.
5. Perform up to six (6) potholes to probe critical utility crossings. Additional potholes shall be Optional Services.
6. Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the CITY with the Preliminary Design deliverable.

## **TASK SERIES 400 - ALTERNATIVES EVALUATION AND BASIS OF DESIGN REPORT**

### **Task 401 Design Criteria Confirmation**

DESIGN PROFESSIONAL in coordination with the Smart Sewer Program and Water Services Department, shall evaluate and develop design criteria and boundary conditions to be used for the alternatives evaluation. The following criteria, at a minimum, shall be established: minimum and maximum storm sewer level of service (LOS); acceptable downstream adverse effects; and post separation wastewater flow parameters and required LOS (with and without private I/I removal).

Existing sewer LOS will be discussed between the DESIGN PROFESSIONAL and CITY Storm Water staff during a monthly progress meeting. In preparation for the progress meeting, DESIGN PROFESSIONAL shall review the following:

1. Review the CITY provided InfoWorks ICM model and 2019 flow meter data and develop an initial recommendation for post separation parameters. Flow metering data will be available in September of 2019.
2. Determine the nominal level of service of the existing combined sewers for use as separate storm sewers using a spreadsheet hydraulic modeling software as chosen by the DESIGN PROFESSIONAL. This spreadsheet model will be based on characterized GIS data as provided by the CITY.

The purpose of this progress meeting with CITY Storm Water staff will be to determine acceptable LOS for the new storm sewer. The decisions made during the progress meeting will be documented in the meeting minutes and in the Basis of Design Report. Up to two (2) alternatives will be developed for evaluation.

### **Task 402 Proposed Storm Sewer, Sanitary Sewer, and GSI Alternatives Evaluation**

The DESIGN PROFESSIONAL shall perform analyses of the existing sewer system and prepare an alternatives evaluation for the new sanitary and/or storm sewer. DESIGN PROFESSIONAL shall develop up to two (2) alternatives as described below.

1. A solution that is cost-effective while meeting the requirements of the Consent Decree (the combined sewer as the storm sewer), maintaining the existing level of service.
2. A solution meeting the requirements of the Consent Decree and enhancing the existing stormwater level of service, without adversely affecting the downstream system (the combined sewer as the sanitary sewer).

The DESIGN PROFESSIONAL shall at a minimum perform or develop the following elements for the alternatives analysis:

1. Develop a ranked, prioritized list of assets to be rehabilitated (based on the results of Task Series 300) utilizing the report generated from the CCTV and manhole inspection data. The assets to be rehabilitated will be based on those receiving a PACP quick rating of 4000 or greater. Provide preliminary rehabilitation recommendations for existing sewers above the first inlet and combined sewers and manholes to become separate storm or sanitary sewers, including:
  - a. Disconnection of any sanitary sewer service lateral(s) throughout the tributary area that are connected to the combined sewers—recommended to become separate storm sewers.
  - b. Rehabilitation/repair of any critical structural defects throughout the tributary area
  - c. Rehabilitation/replacement/protection of existing sewers subject to damage during construction.
2. Evaluate the existing system and the feasibility for its use as a separate storm or sanitary sewer. Consideration to service laterals, inlet connections, water mains and other utilities and required rehabilitation shall be considered at a minimum.
3. Establish sewer layouts for new sanitary and/or storm sewer system to provide complete separation within the project area.
4. Evaluate the inclusion of Green Stormwater Infrastructure (GSI) focusing on applications that will improve stormwater quality. The GSI evaluation shall include the following:
  - a. During a monthly progress meeting with CITY staff, discuss viable GSI alternatives for consideration. The review will result in a single GSI alternative considered as potentially viable for the project area along with potential limitations, challenges and benefits of its implementation. This discussion will be documented in the meeting minutes. Review of additional GSI alternatives meetings will require authorization through Optional Services.
5. Benefits of sustainability and Envision™ for recommended alternative.
6. Determine water mains required to be replaced due to coincident disturbance and/or required replacement during the proposed infrastructure improvements. A representative of Kansas City Water Services Department will attend a monthly progress meeting to discuss the replacement of the existing water mains.
7. Evaluate the cost-effective disconnection of Private I/I sources. This analysis will assume removal of “low hanging fruit” – obvious cost-effective sources – and will not be based on reductions in downstream pipe sizes.
8. Perform hydraulic modeling of the separated sanitary and storm to verify performance by developing a hydraulic model to the manhole level. The stormsewer model will be a spreadsheet model (based on the Rational Method) and the sanitary model will remain as an Infoworks model. Submit hydraulic models to CITY upon completion of modeling work.

#### **Task 403 Draft Basis of Design Report**

The DESIGN PROFESSIONAL shall prepare a draft Basis of Design Report for the selected alternative, including a summary of previous meeting minutes and DESIGN PROFESSIONAL evaluations, the findings of field investigations, required property acquisitions and easements, constructability issues, risks review, utility coordination, Envision™, permitting requirements, hydraulic modeling results, and a preliminary opinion of probable construction cost for the project. The Basis of Design Report will be formatted in a manner that allows the DESIGN PROFESSIONAL to update the report throughout final design if project changes require. The objective is to develop a final basis of design report accompanying the final design plans documenting evaluations performed, reasoning and decisions made, assumptions made, design criteria and project goals, and project purpose, throughout the life of the design project. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards

##### **Deliverables:**

- Three (3) copies of the Basis of Design Report.
- One (1) electronic copy of the Basis of Design Report in portable document format (PDF) via Aconex.
- One (1) electronic copy of the hydraulic model(s).

#### **Task 404 Final Basis of Design Report and Review Meeting**

The DESIGN PROFESSIONAL shall conduct a meeting with the CITY to review the results of the Basis of Design Report and to obtain direction from the CITY for advancement to final design. The DESIGN PROFESSIONAL shall revise and submit a Final Basis of Design Report incorporating changes required for resolution of the CITY's review comments and the accepted conceptual design to be advanced.

##### **Deliverables:**

- Two (2) copies of the Basis of Design Report
- One (1) electronic copy of the Basis of Design Report in portable document format (PDF) shall be provided to the CITY via Aconex.
- One (1) electronic copy of the hydraulic model(s).

### **TASK SERIES 500 - PUMP STATION EVALUATION**

#### **Task 501 Analysis of Existing 15<sup>th</sup> Street Pump Station and Alternatives Evaluation**

DESIGN PROFESSIONAL shall use the Blue River Service Area Technical Memorandum No. 4 as the basis of the Station's condition. DESIGN PROFESSIONAL shall review the technical memo's condition assessment of the 15th Street Pump Station and confirm the improvements recommended by that assessment and/or make additional recommendations based on a site visit to the Pump Station. DESIGN PROFESSIONAL will evaluate the Pump Station and provide recommendations for ancillary facility upgrades that are dependent upon age, deterioration and expected service life, operational improvements, capacity of the existing station to convey post-separation flows, and code review of pump station systems. DESIGN PROFESSIONAL shall provide these evaluations in the previously mentioned Basis of Design Report with associated cost analysis. DESIGN PROFESSIONAL understands rehabilitation of the existing pump station will



be dependent on available funds; therefore, recommendations shall be identified in an item by item manner.

DESIGN PROFESSIONAL shall review elevations of existing systems and pump stations at both 12<sup>th</sup> Street and 15<sup>th</sup> Street and confirm if it is feasible to eliminate 15<sup>th</sup> Street Pump Station and convey remaining 15<sup>th</sup> Street flow (post separation) north by gravity to 12<sup>th</sup> Street Pump Station. This will be summarized in the Basis of Design Report.

## **TASK SERIES 600 - PRELIMINARY DESIGN**

### **Task 601 City Coordination**

DESIGN PROFESSIONAL shall coordinate with Water Services, Public Works, and Parks and Recreation to determine impacts to current and future projects and evaluate the feasibility of integrating planned or required capital improvements projects.

### **Task 602 Railroad Coordination**

DESIGN PROFESSIONAL shall coordinate with Union Pacific Railroad, Burlington Northern Sante Fe Railroad, and Kansas City Southern Railroad to determine requirements for encroaching on or crossing the existing tracks. DESIGN PROFESSIONAL will determine the necessary railroad right-of-way, access or license agreements required by the railroad company that must be obtained by the CITY. Preliminary design shall include provisions for tunneling under railroads including casing pipe sizing, tunneling cost and other associated items, if required. Integrated Public Infrastructure Evaluation.

The DESIGN PROFESSIONAL shall evaluate and develop a summary describing the condition of existing water mains, roadways, curbs and gutters, sidewalks, ADA facilities, and amenities (i.e. benches, trees, etc.) and make recommendation for replacement in coordination with the selected conceptual design alternative and water main replacement improvements.

DESIGN PROFESSIONAL will review the summary at a monthly progress meeting with the CITY to obtain direction from the CITY for incorporation of right-of-way improvements into the Project. Decisions made during the review will be documented in the meeting minutes.

### **Task 603 Water Main Replacement Evaluation**

In general, the water mains to be relocated are in the areas where proposed sewer improvements are in conflict with the existing water mains and require relocation. In addition, the CITY may elect to include replacement of water mains that are scheduled to be replaced or are recommended to be replaced due to age. After completion of the Alternatives Evaluation the DESIGN PROFESSIONAL shall coordinate with the Water Services Department on water main relocations and/or replacements within the project area.

For general design guidelines of water main relocations and abandonments, refer to the latest version of Rules and Regulations for Water Main Extensions and Relocations, Kansas City, MO Water Services Department Procedures for Engineers, pages 8 through 10 which are incorporated herein by reference (available on CITY's web page at [kcmo.org](http://kcmo.org) under Water Services, Information Links).

DESIGN PROFESSIONAL shall prepare Preliminary Layout Drawings and opinion of probable construction cost indicating recommendations for new water mains and appurtenances based on the selected conceptual design alternative. Layout drawings should include proposed general alignment, size of main, valve and hydrant locations, other appurtenances, and proposed abandoned mains and appurtenances.

DESIGN PROFESSIONAL may be required to conduct a meeting with the CITY to review the proposed improvements and obtain direction from the CITY for incorporation of water main replacement into the Project.

#### **Task 604 Integrated Public Infrastructure Evaluation**

The DESIGN PROFESSIONAL shall evaluate and develop a technical memorandum describing the condition of existing roadways, curbs and gutters, sidewalks, ADA facilities, and amenities (i.e. benches, trees, etc.) and make recommendation for replacement in coordination with the selected conceptual design alternative and water main replacement improvements. The technical memorandum shall include a cost benefit analysis detailing the additional project cost beyond what is already required to complete the recommended sanitary and water improvements and the benefit for completing the additional repairs with this project. Conduct one (1) on-site field review meeting with CITY staff prior to finalizing the Basis of Design Report.

DESIGN PROFESSIONAL may be required to conduct a meeting with the CITY to review the proposed improvements and obtain direction from the CITY for incorporation of right-of-way improvements into the Project.

#### **Task 605 Preliminary Design Drawings (30% Complete)**

DESIGN PROFESSIONAL shall prepare preliminary design drawings (plan and profile) for the selected conceptual separation design alternative identifying the proposed locations of the new sanitary and/or storm sewer pipes and manholes, green stormwater infrastructure (if selected by the CITY), recommended rehabilitation of the existing pipes, abandonment of existing pipes and structures, and selected pump station upgrades. The drawings will note areas where relocation of utilities and watermains may be required, and as directed by CITY. The drawings shall have sufficient detail to show the proposed separation plan and pump station upgrade recommendations but are not required to be a coordinated set of construction drawings. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. The anticipated list of sheets to be included in the preliminary plans include the following:

- Title Sheet (1 sheet)
- General Layout Sheet (1 sheet)
- Pipe Demolition Sheets (7 sheets at 1" = 20')
- Pump Station Demolition Sheets (1 sheet)
- Rehabilitation Sheets (3 sheets at 1" = 50')
- Pipe Improvement Plan and Profile Sheets (15 sheets at 1" = 20' horizontal)
- Pump Station Improvement Sheets (2 sheets)
- Green Infrastructure Plans, if selected (3 sheets at 1" = 50')

Update the hydraulic models and submit one (1) copy for the storm and sanitary sewer systems.

Submit three (3) hard copies of the Preliminary Design Drawings and upload to Aconex.

#### **Task 606 Preliminary Design Review Meeting**

Within twenty-one (21) calendar days after submitting the draft Preliminary Design drawings, DESIGN PROFESSIONAL will attend the final monthly progress meeting with CITY staff to review the preliminary design drawings. The CITY will provide its review comments to DESIGN PROFESSIONAL within twenty-one (21) calendar days of receipt of the deliverables.

#### **TASK SERIES 700 - ENVISION SUSTAINABILITY DESIGN**

DESIGN PROFESSIONAL shall include a summary of the applicable Envision™ credits for the recommended alternative in the Basis of Design Report. For ease of reference by the CITY and the DESIGN PROFESSIONAL, Envision™ credits are broken out into different groupings: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope.

The DESIGN PROFESSIONAL shall provide the project sustainability score for each selected credit to the CITY prior to the Project Kickoff Meeting and at the end of concept design. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template "Envision Credits DP Tracking\_Template.xlsx", provided by the CITY. The DESIGN PROFESSIONAL shall provide a brief summary (to be included in the Basis of Design Report), describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this Project and why these credits will achieve a higher level of sustainability on this Project.

#### **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an 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 will not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

1. Project Management and Administration services beyond those associated with completion of Task Series 200-700.
2. Evaluation of more than two (2) alternatives.
3. Risk-based pipe and I/I defect prioritization approach following guidelines in the CITY'S Neighborhood Sewer Rehabilitation – Risk Based Prioritization and Rehabilitation Recommendation Technical Memorandum dated December 2015

4. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
5. Resolution of problems with the existing Infoworks model supplied by the CITY.
6. Modeling and evaluation of impacts of diverting post-separation flow to Pump Station 12 and demolition of Pump Station 15.
7. Recommend specific pump station improvements to convey increased post-separation flow.
8. Model the impacts of private I/I removal on the sizes of proposed pipes.
9. Review of more than one (1) GSI alternative.
10. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
11. Appearances at public hearings or before special boards.
12. Field subsurface investigations and geotechnical investigations.
13. Assisting CITY with appraisal and/or acquisition of easements.
14. Preparation and submittal of permitting for railroad crossings.
15. Preparation for and submittal of project for Envision™ certification.
16. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - a. Changes in project area size or complexity;
  - b. CITY's project schedule, design, or character of construction;
  - c. Method of financing or availability of funding.

## **V. CITY'S RESPONSIBILITIES**

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

1. By September 30, 2019, provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV inspection data, manhole inspection data, diversion structure as-built drawings if available and inspection reports, previous reports, drawings, specifications, 2019 flow monitoring data, and any other data relative thereto.
2. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
3. Provide current GIS data, including property lines, contours, impervious surfaces, water main, sewer records, and planimetrics for the overall project within thirty (30) calendar days of Notice to Proceed (NTP).

(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-arc1.pdf

b. **CSI specification sections (project manuals)**

- (1) CSI specification sections should be named by division, using DIV as a prefix.  
For example:
  - (a) DIV01.PDF (Technical, Project Specific)
  - (b) DIV02.PDF
  - (c) DIV03.PDF

c. **Summary:**

- (1) Division 00 and 01 in Microsoft Word or Excel
- (2) Division 2-16 in PDF Format
- (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

**ATTACHMENT C**

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





Kansas City, Missouri  
Water Services Department

18th Street Pump Station Upgrade and Sewer Separation

07/10  
Drawn: GSE/10

Project Number 0100020 Contract Number 1005 Approved RFP - July 1, 2010 Conceptual and Preliminary Design	Phase 1 - Construction		Phase 2 - Construction		Phase 3 - Construction		Phase 4 - Construction		Phase 5 - Construction		Phase 6 - Construction		Phase 7 - Construction		Phase 8 - Construction		Phase 9 - Construction		Phase 10 - Construction	
	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL	TA8K TOTAL
18th Street Pump Station Upgrade and Sewer Separation	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485
TA8K TOTAL	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485	1485

Multiple Phases	Hours	Fee	Days	Sub-Total	Percentage of Estimate	Total Fee	Amount %
CONSTRUCTION	1485	\$118,425	65,425	\$121,300	100%	\$118,425	57%
CONSTRUCTION	225	\$20,745	\$1,225	\$20,745	17%	\$20,745	10%
CONSTRUCTION	400	\$20,745	\$1,225	\$20,745	17%	\$20,745	10%
CONSTRUCTION	100	\$10,372	\$612	\$10,372	8%	\$10,372	5%
CONSTRUCTION	30	\$2,710	\$162	\$2,710	2%	\$2,710	1%
TOTAL	1840	\$172,987	68,652	\$179,639	100%	\$172,987	97%

**ATTACHMENT C**  
**George Butler Associates, Inc.**  
**Schedule of Positions Classifications**  
**STANDARD HOURLY RATES - EFFECTIVE JUNE 1, 2019**

Employment Classification	Hourly Rates		
Principal	\$75.00	-	\$105.00
Senior Associate	\$60.00	-	\$95.00
Director of AES	\$60.00	-	\$75.00
Associate	\$50.00	-	\$75.00
Senior Lead AES	\$50.00	-	\$75.00
Senior Specialist	\$50.00	-	\$75.00
Project Leader	\$45.00	-	\$65.00
Lead AES	\$45.00	-	\$60.00
Specialist	\$40.00	-	\$55.00
Senior AES	\$35.00	-	\$60.00
Senior Technician	\$30.00	-	\$50.00
Project AES	\$30.00	-	\$45.00
Project Technician	\$25.00	-	\$35.00
Design AES	\$25.00	-	\$40.00
Design Technician	\$20.00	-	\$30.00
Staff AES	\$20.00	-	\$35.00
Staff Technician	\$15.00	-	\$30.00
Senior Construction Inspector	\$30.00	-	\$55.00
Construction Inspector 4	\$30.00	-	\$45.00
Construction Inspector 3	\$25.00	-	\$45.00
Construction Inspector 2	\$20.00	-	\$35.00
Construction Inspector 1	\$15.00	-	\$30.00
Senior Field Technician	\$25.00	-	\$40.00
Field Technician 3	\$20.00	-	\$40.00
Field Technician 2	\$20.00	-	\$30.00
Field Technician 1	\$15.00	-	\$25.00
Sr Professional Land Surveyor	\$35.00	-	\$50.00
Professional Land Surveyor	\$30.00	-	\$45.00
Survey Technician 3	\$25.00	-	\$40.00
Survey Technician 2	\$20.00	-	\$30.00
Survey Technician 1	\$15.00	-	\$25.00
Senior Administrative Assistant	\$25.00	-	\$35.00
Administrative Assistant	\$15.00	-	\$30.00
General Office 2	\$25.00	-	\$30.00
General Office 1	\$10.00	-	\$25.00

## ATTACHMENT D

### CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **ATTACHMENT E**

## **HRD DOCUMENTS**

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

# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000836

Project Title 15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation

15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation  
(Department Project)

Water Services  
Department

George Butler Associates, Inc.  
(Bidder/Proposer)

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

I, Gary S. Beck, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 15 % MBE and 10 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 % WBE**

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

- a. Name of M/WBE Firm Taliaferro & Browne, Inc.  
Address 1020 E. 8<sup>th</sup> Street, Kansas City, MO 64106  
Telephone No. (816) 283-3456  
I.R.S. No. 48-0758891

- b. Name of M/WBE Firm Environmental Advisors and Engineers, Inc.  
 Address 19211 W. 64<sup>th</sup> Terrace, Shawnee, KS 66218  
 Telephone No. ( 913 ) 599-4326  
 I.R.S. No. 43-1806626
  
- b. Name of M/WBE Firm TREKK Design Group, LLC  
 Address 1411 East 104<sup>th</sup> St., Kansas City, MO 64131  
 Telephone No. ( 816 ) 874-4655  
 I.R.S. No. 43-1953275
  
- d. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- e. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- f. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Taliaferro &amp; Browne, Inc.</u>	<u>Contractor</u>	<u>\$ 52,500</u>	<u>100%</u>	<u>15%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____


**TOTAL MBE \$ / TOTAL MBE %:**                                   \$ 52.500                   15 %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<b><u>Environmental Advisors</u></b>				
<b><u>and Engineers, Inc.</u></b>	<b><u>Contractor</u></b>	<b><u>\$ 21.000</u></b>	<b><u>100%</u></b>	<b><u>6%</u></b>
<b><u>Vireo</u></b>	<b><u>Contractor</u></b>	<b><u>\$ 10.500</u></b>	<b><u>100%</u></b>	<b><u>3%</u></b>
<b><u>TREKK Design Group, LLC</u></b>	<b><u>Contractor</u></b>	<b><u>\$ 3.500</u></b>	<b><u>100%</u></b>	<b><u>1%</u></b>
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		<b>\$ <u>35.000</u></b>	<b><u>10</u> %</b>	

\*"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.

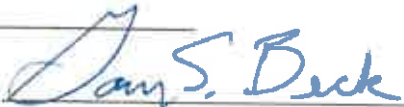
5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further 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: Gary S. Beck, P.E.  
Address: 9801 Renner Boulevard  
Lenexa, Kansas 66219  
Phone Number: 913-492-0400  
Facsimile number: 913-577-8346  
E-mail Address: [gbeck@gbateam.com](mailto:gbeck@gbateam.com)

By:   
Title: Vice President  
Date: 7-3-19  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 3<sup>rd</sup> day of July, 2019

My Commission Expires: 10-2-22

  
Notary Public

**KAREN DIMAURO**  
Notary Public-State of Kansas  
My Appt. Expires 10-2-22



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000836

Project Title 15<sup>th</sup> St Pump Station Upgrade and Sewer Separation

George Butler Associates, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Environmental Advisors and Engineers, Inc. ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Communication with Property Owners, CCTV Review, Assist with Smoke Testing, Assist with Dye Testing, Private Property Investigations, Utility Coordination, Railroad Coordination

for an estimated amount of \$ \_\_\_\_\_ or 6 % of the total estimated contract value.

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

Gary S. Beck  
Signature: Prime Contractor  
Gary S. Beck  
Print Name  
Vice President  
Title  
7-3-19  
Date

Jill R. Biesma  
Signature: MW/DBE Subcontractor  
Jill R. Biesma, P.E.  
Print Name  
President  
Title  
7-3-19  
Date



KANSAS CITY

# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000836

Project Title 15<sup>th</sup> St Pump Station Upgrade and Sewer Separation

George Butler Associates, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Surveying

for an estimated amount of \$ \_\_\_\_\_ or 15 % of the total estimated contract value.

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

Gary S. Beck  
Signature: Prime Contractor

Gary S. Beck  
Print Name

Vice President  
Title

7-3-19  
Date

Hagos E. Andebrhan  
Signature: MW/DBE Subcontractor

HAGOS E. ANDEBRHAN  
Print Name

CEO  
Title

07/03/19  
Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000836

Project Title 15<sup>th</sup> St Pump Station Upgrade and Sewer Separation

George Butler Associates, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Private Sewer Lateral Locations

for an estimated amount of \$ \_\_\_\_\_ or 1 % of the total estimated contract value.

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

Gary S. Beck  
Signature: Prime Contractor

Gary S. Beck  
Print Name

Vice President  
Title 7-3-19  
Date

Lucas Gillen  
Signature: MW/DBE Subcontractor

LUCAS GILLEN  
Print Name

ASSOCIATE  
Title 7/3/19  
Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000836

Project Title 15<sup>th</sup> St Pump Station Upgrade and Sewer Separation

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

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

Green Stormwater Infrastructure Evaluations, Envision Sustainability Design, Cost Estimates

for an estimated amount of \$ \_\_\_\_\_ or 3 % of the total estimated contract value.

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

Gary S. Beck  
Signature: Prime Contractor

Gary S. Beck  
Print Name

Vice President  
Title 7-3-19  
Date

Linda deFlon  
Signature: M/W/DBE Subcontractor

Linda deFlon  
Print Name

Owner  
Title July 3, 2019  
Date

**TIMETABLE FOR MBE/WBE UTILIZATION**

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

I, Gary Beck, acting in my capacity as Vice President/Principal  
*(Name)* *(Position with Firm)*  
of George Butler Associates, Inc., 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 240 days (Specify)

Throughout  Beginning 1/3   
Middle 1/3  Final 1/3   
Beginning 1/3 50 % Middle 1/3 30 % Final 1/3 20 %

**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.

Gary S. Beck  
(Signature)

Vice President/Principal  
(Position with Firm)

7-3-19  
(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:** 81000836/15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation  
**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

**Project Goals:** \_\_\_\_\_ 15 % MBE \_\_\_\_\_ 10 % 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 \_\_\_\_\_  
to perform \_\_\_\_\_  
*(Name of new firm)*  
*(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:

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor)

By: \_\_\_\_\_  
(Authorized Representative)





# CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

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. 81000836/1505 and Project Title 15<sup>th</sup> Street Pump Station Upgrade and Sewer Separation.

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

3.  \_\_\_\_\_ Prevailing wage does not apply; or

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

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

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

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

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

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000; CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

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

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

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

My commission expires:

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract 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 Kansas )  
 ) ss  
COUNTY OF Johnson )

On this 18<sup>th</sup> day of August, 2019, before me appeared Gary S. Beck, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

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

  
Affiant's signature

Subscribed and sworn to before me this 1st day of August, 20 19

**KAREN DiMAURO**  
Notary Public-State of Kansas  
My Appt. Expires 10-2-22

  
Notary Public

My Commission expires: 10-2-22

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the George Butler Associates, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

**Company ID Number: 168705**

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

**Name** Wendee Woodson  
**Phone Number** (913) 577 - 8230  
**Fax Number** (913) 577 - 8306  
**Email Address** wwoodson@gbateam.com

**Name** Laurie L Cybulski  
**Phone Number** (913) 577 - 8358  
**Fax Number** (913) 577 - 8306  
**Email Address** lcybulski@gbateam.com



Company ID Number: 168705

**Approved by:**

<b>Employer</b> George Butler Associates, Inc.	
<b>Name (Please Type or Print)</b> Michelle Beretta	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/04/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/04/2008



**ATTACHMENT G**

**Truth-In-Negotiation Certificate**

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

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

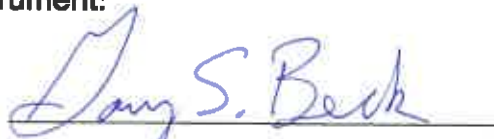
STATE OF MISSOURI    )

) ss.

COUNTY OF JACKSON    )

I, Gary S. Beck, having full authority to act on behalf of George Butler Associates, Inc., 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 15th Street Pump Station Upgrade and Sewer Separation
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.



Signature of affiant

On this 1<sup>st</sup> day of August, 2019 before me, Karen DiMauro, a Notary Public in and for said state, personally appeared ( Gary Beck ), 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.

**KAREN DIMAURO**  
Notary Public-State of Kansas  
My Appt. Expires 10-2-22

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

My commission expires: 10-2-22

**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 JACKSON )

I, Gary S. Beck, having full authority to act on behalf of George Butler Associates, Inc., 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.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. 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 1<sup>st</sup> day of August, 2019 before me, Karen DiMauro a Notary Public in and for said state, personally appeared ( Gary Beck ), 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.

**KAREN DIMAURO**  
Notary Public State of Kansas  
My Appt. Expires 10-2-22

  
Notary Public

My commission expires: 10-2-22

# 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.	<u>Name:</u> Taliaferro & Browne, Inc. Hagos Andebrahn, P.E.  <u>Email:</u> hagos@tb-engr.com	<u>Address:</u> 1020 East 8 <sup>th</sup> Street Kansas City, Missouri 64106  <u>Phone:</u> 816-283-3456 <u>Fax:</u> 816-283-0810
2.	<u>Name:</u> Environmental Advisors and Engineers, Inc. Jill R. Biesma, P.E.  <u>Email:</u> jbiesma@eaei.com	<u>Address:</u> 19211 West 64 <sup>th</sup> Terrace. Shawnee, Kansas 66218  <u>Phone:</u> 913-599-4326
3.	<u>Name:</u> Vireo Patti Banks, FLA, LEED  <u>Email:</u> patti@bevireo.com	<u>Address:</u> 929 Walnut St. Suite 700 Kansas City, Missouri 64106  <u>Phone:</u> 816-756-5690
4.	<u>Name:</u> TREKK Design Group, LLC Lucas Gillen, P.E.  <u>Email:</u> lgillen@trekkdesigngroup.com	<u>Address:</u> 1411 East 104 <sup>th</sup> Street Kansas City, Kansas 66131  <u>Phone:</u> 816.874.4655 <u>Fax:</u> 816.874.4675
5.	<u>Name:</u> Utila Safe Construction LLC Brad Van Winkle  <u>Email:</u> utilasafe@sbcglobal.net	<u>Address:</u> 19144 East 14 <sup>th</sup> Terrace Drive Independence, MO 64056  <u>Phone:</u> 816.918.6247 <u>Fax:</u> 816.833.3883
6.	<u>Name:</u> GBA Builders LLC Joshua Reeves  <u>Email:</u> jreeves@gbabuilders.com	<u>Address:</u> 9801 Renner Blvd. Lenexa, Kansas 66219  <u>Phone:</u> (913) 577-8802 <u>Fax:</u> (913) 877-8264
7.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ <u>Phone:</u> _____ <u>Fax:</u> _____
8.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ <u>Phone:</u> _____ <u>Fax:</u> _____

Contractor – Company Name: George Butler Associates, Inc.  
 Submitted By: Gary S. Beck, P.E.  
 Title: Vice President  
 Telephone No.: 913-492-0400  
 Fax No.: 913-577-8346  
 E-mail: gbeck@gbateam.com  
 Date: 8-1-19

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

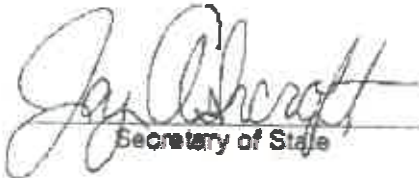
***GEORGE BUTLER ASSOCIATES, P.A.***

using in Missouri the name

***GEORGE BUTLER ASSOCIATES, INC.***  
***F00218071***

a KANSAS entity was created under the laws of this State on the 14th day of February, 1980, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 19th day of June, 2019.

  
Secretary of State



Certification Number: CERT-06192019-0087

**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 Kansas )  
 ) ss  
COUNTY OF Johnson )

On this 1<sup>st</sup> day of August, 2019, before me appeared Gary S. Beck, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

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

  
Affiant's signature

Subscribed and sworn to before me this 1<sup>st</sup> day of August, 20 19.

**KAREN DIMAURO**  
Notary Public-State of Kansas  
My Appt. Expires 10-2-22

  
Notary Public

My Commission expires: 10-2-22

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the George Butler Associates, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





Company ID Number: 168705

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

Name Wendee Woodson  
Phone Number (913) 577 - 8230  
Fax Number (913) 577 - 8306  
Email Address wwoodson@gbateam.com

Name Laurie L Cybulski  
Phone Number (913) 577 - 8358  
Fax Number (913) 577 - 8306  
Email Address lcybulski@gbateam.com

Company ID Number: 168705

**Approved by:**

<b>Employer</b> George Butler Associates, Inc.	
<b>Name (Please Type or Print)</b> Michelle Beretta	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/04/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/04/2008



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
kcmo.gov/kctax

GEORGE BUTLER ASSOCIATES INC  
9801 RENNER BLVD STE 300  
LENEXA KS 66219-8117

00070



Letter Id: L2097201280  
Date: 18-Jan-2019  
Taxpayer Id: \*\*\*9641



## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that GEORGE BUTLER ASSOCIATES INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck  
Commissioner of Revenue

70110

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



Legislation Text

**File #: 210618, Version: 1**

ORDINANCE NO. 210618

Estimating revenue in the amount of \$2,261,089.00 to the Federal Stimulus Grants account; authorizing an Airport Improvement Program (AIP) Grant Offer from the United States of America, acting through the Federal Aviation Administration (FAA) for the reconstruction Portion of Taxiway A Project at Charles B. Wheeler Downtown Airport.

WHEREAS, the Aviation Department submitted to the FAA an application for a Grant of Federal AIP funds at or associated with the Charles B. Wheeler Downtown Airport; and

WHEREAS, the AIP Grant is provided in accordance with the FAA Reauthorization Act of 2018, and the Department of Transportation Appropriations Act, 2021, as further amended by the American Rescue Plan Act of 2021; and

WHEREAS, the purpose of the AIP Grant is to provide funds to reconstruct portion of Taxiway A between Runway end 3 and Runway end 1 (600' X 50') - Construction at the Charles B. Wheeler Downtown Airport; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the AIP Grant amount totaling \$2,261,089 shall be estimated in the following account:

22-8300-620000-479979	Federal Stimulus Grants	\$2,261,089.00
-----------------------	-------------------------	----------------

Section 2. That the AIP Grant Agreement between the City of Kansas City, Missouri, acting through its Director of the Aviation Department, and the FAA for the period of four years from the date of acceptance in the amount of \$2,261,089.00 is hereby accepted and approved. A copy of the Grant Agreement is on file with the Director of the Aviation Department.

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 treasure, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Tammy L. Queen

Director of Finance

Approved as to form and legality:

---

Nelson V. Munoz  
Assistant City Attorney

ORDINANCE NO. 210\_\_

Estimating revenue in the amount of \$2,261,089 to the Federal Stimulus Grants account; authorizing an Airport Improvement Program (AIP) Grant Offer from the United States of America, acting through the Federal Aviation Administration (FAA) for the reconstruction Portion of Taxiway A project at Charles B. Wheeler Downtown Airport; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the Aviation Department submitted to the FAA an application for a grant of Federal AIP funds at or associated with the Charles B. Wheeler Downtown Airport; and

WHEREAS, the AIP Grant is provided in accordance with the FAA Reauthorization Act of 2018, and the Department of Transportation Appropriations Act, 2021, as further amended by the American Rescue Plan Act of 2021; and

WHEREAS, the purpose of the AIP Grant is to provide funds to reconstruct portion of Taxiway A between Runway end 3 and Runway end 1 (600' X 50') – Construction at the Charles B. Wheeler Downtown Airport; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the AIP Grant amount totaling \$2,261,089 shall be estimated in the following account:

Account No. 22-8300-620000-479979 - Federal Stimulus Grants \$2,261,089

Section 2. That the AIP Grant Agreement between the City of Kansas City, Missouri, acting through its Director of the Aviation Department, and the FAA for the period of four years from the date of acceptance in the amount of \$2,261,089 is hereby accepted and approved. A copy of the Grant Agreement is on file with the Director of the Aviation Department.

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.

Tammy L. Queen  
Director of Finance

Approved as to form and legality:

Nelson V. Munoz  
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	<b>Fact Sheet Color Codes</b> User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)		
Discussion (including relationship to other Council actions)	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Applicants/ Proponents	City Department	
		Other	
	Staff Recommendation		
	Board or Commission Recommendation		
	<b>Future Impacts</b>		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
<b>Citywide Business Plan Goal</b>	Annual Revenue Increase/Decrease		
<b>Citywide Business Plan Objective</b>	<b>Applicable Dates:</b>		
	<b>Prepared by:</b>		
	<b>Date Prepared:</b>		
<b>Citywide Business Plan Strategy</b>	<b>Reviewed by:</b>		
	<b>Date Reviewed</b>		
	<b>Reference Numbers</b>		



# LEGISLATIVE FISCAL NOTE

LEGISLATION  
NUMBER:

210618

**LEGISLATION IN BRIEF:**

Estimating revenue in the amount of \$2,261,089 to the Federal Stimulus Grants account; authorizing an Airport Improvement Program (AIP) Grant Offer from the United States of America, acting through the Federal Aviation Administration (FAA) for the reconstruction Portion of Taxiway A project at Charles B. Wheeler Downtown Airport; and recognizing this ordinance as having an accelerated effective date.

**What is the purpose of this legislation?**

OPERATIONAL GRANT

*For Accepting financial contributions from Federal State and/or third parties to fund municipal programs. Programs supported by grants may require matching contributions from the City, or for the City to pay for program activities beyond the lifespan of the grant.*

**Does this grant require a match?**

NO

Yes/No

See Section 00: " Notes" Below

**Does this legislation estimate Grant Revenues?**

YES

Yes/No

See Section 02 for the New Estimated Revenues by Year.

**Does this legislation estimate Grant Appropriations?**

NO

Yes/No

See Section 00: " Notes" Below

**Does this grant create an ongoing expense for the city?**

NO

Yes/No

See Section 00: " Notes" Below

**Section 00: Notes:**

Estimating Airport Improvement Program grant funds from the Federal Aviation Administration in the amount of \$2,261,089.

If this grant is renewable, we do not assume that it will renew. If it is not, the city assumes the full cost in out years.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8300	620000	479979		2,261,089	

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET**

2,261,089.00

-

RESERVE STATUS:

REVENUE SUPPORTED

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8300	Aviation	2,261,089						
<b>TOTAL REV</b>		<b>2,261,089</b>	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL EXP</b>		-	-	-	-	-	-	-

<b>NET Per-YEAR IMPACT</b>	2,261,089	-	-	-	-	-	-	-
----------------------------	-----------	---	---	---	---	---	---	---

**NET IMPACT ( SIX YEARS) 2,261,089.00**

REVIEWED BY

Tanner Owens

DATE

7/14/2021





Legislation Text

---

**File #: 210282, Version: 1**

---

ORDINANCE NO. 210282

Amending Chapter 64, Code of Ordinances, by repealing Section 64-168, Sidewalk café permit, and Section 64-171, Street café permit, and enacting in lieu thereof the same sections of like number and subject matter to provide consistency with other Code provisions in Chapters 10 and 64 and by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

WHEREAS, in response to the declaration of a state of emergency due to the COVID-19 pandemic, on May 21, 2020, the City Council passed Committee Substitute for Ordinance No. 200376, As Amended, which enacted two new sections in Chapter 64, Code of Ordinances, entitled “Streets, Sidewalks and Public Places,” and Chapter 10, Code of Ordinances, entitled “Alcoholic Beverages,” that authorized the issuance of temporary sidewalk café, parklet and street café permits and the expansion of premises retail sales-by-drink licenses to allow certain existing public parking spaces to be used for temporary dining purposes through December 31, 2020; and

WHEREAS, in response to an extension of the state of emergency, on October 22, 2020, the City Council passed Ordinance No. 200892 which extended the temporary program until April 19, 2021; and

WHEREAS, the City Council desires that the measures passed during the state of emergency become permanent changes; NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-168, Sidewalk café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

**Sec. 64-168. Sidewalk café permit.**

(a) *Permit authorized.* Unless otherwise authorized under the Code of Ordinances, no person shall place tables or chairs or any other device for the sale or consumption of food or beverage upon any public sidewalk or footway without first obtaining an annual sidewalk café permit. The director is authorized to issue annual sidewalk café permits for the limited purpose of temporarily placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any public sidewalk or footway only if all of the following conditions are met:

- (1) A sidewalk café permit can only be issued for areas in the city zoned for business and for sidewalks that will allow a clear unobstructed passage not less than five feet in width following the placement of the tables and chairs.
- (2) A sidewalk café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the sidewalk and the permit shall not be issued for another business, if any, located in the same building.
- (3) A sidewalk café permit issued under this article may not be assigned.
- (4) The sidewalk café permit shall specify the location of the permit area by address.
- (5) The applicant for a sidewalk café permit obtains approval from the board of parks and recreation commissioners if the sidewalk is on a parkway or boulevard under the jurisdiction of that board.
- (6) The applicant for a sidewalk café permit meets all of the other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable and as required.
- (7) The applicant shall properly supervise and maintain the sidewalk café in a clean, orderly, and safe condition and

in such a manner as to protect the public health and safety. The applicant shall prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused by use of the sidewalk café and shall maintain its own trash containers upon the parklet for disposal of any debris. All tables, chairs, umbrellas, and any other furnishings utilized in the sidewalk café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.

(8) Sidewalk cafés shall be subject to inspection once installed and at any reasonable time deemed necessary by the director.

(b) *Status of permit.* A sidewalk café permit is a privilege and not a right, and the city shall at all times have the right to restrict the scope, time and manner of the placement of tables and chairs on the sidewalk at any time and for any reason by ordinance or regulation of the director.

(c) *Application for sidewalk café permits.*

(1) All applications for a sidewalk café permit shall be filed with the director in a form approved by the director.

(2) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish to the director an indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees.

(3) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish the city a certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:

a. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.

b. The city shall be added as an additional insured to such policy by separate endorsement.

c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

(4) Applicant shall follow design guidelines provided by the director.

(d) *Conduct of sidewalk café permit holder.* A person holding a sidewalk café permit (permittee) shall comply with all of the following conditions in connection with the placement of tables and chairs on a sidewalk:

(1) Sidewalk café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director, other city employees, and the public.

(2) No street or alley shall be blocked by tables and chairs placed pursuant to a sidewalk café permit issued under this section.

(3) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act ("ADA"). Access to sidewalk cafés, including existing parking spaces, shall be accessible to all and shall comply with ADA requirements per the 2010 US Department of Justice ADA standards and PROWAG guidelines including access up, down and within the area.

(4) Tables and chairs shall be securely placed so that they will not endanger the public, or fall or protrude into any street or alley.

(5) Tables and chairs shall not be placed in a manner that creates or causes a nuisance, a fire hazard, or interferes with ingress to or from any building.

(6) Only tables and chairs for customer use may be placed and allowed to remain within the permit area. The permit area may not be used for the storage of other items.

(7) Tables and chairs shall only be placed in front of the business holding a sidewalk café permit and shall not extend to sidewalks abutting and adjacent to other properties. Notwithstanding the foregoing, the tables and chairs may be placed in front of a property immediately abutting and immediately adjacent to the business holding the sidewalk café permit if the owner of record of the affected property consents in writing in a form approved by the director; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the sidewalk café permit by a street or alley.

(8) The tables and chairs shall not be placed in the street.

(9) Tables and chairs for customers shall be placed no less than five feet back from the front of the curb of the abutting street, or other appurtenances.

(e) *Renewal.* Sidewalk café permits shall be granted on an annual basis. All sidewalk café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section. The director may inspect the sidewalk café at any time.

(f) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating sidewalk cafes. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a sidewalk café.

(g) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The sidewalk cafe permit may also be suspended if the location of the sidewalk is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency as defined by city ordinance or need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a sidewalk café permit. The cost of removing the sidewalk café will be borne solely by the permittee. Should the permittee fail to remove the sidewalk café, the director may remove the sidewalk café and assess cost of the removal to the permittee.

(h) *Penalties.* A permittee operating a sidewalk café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance. Section 2. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-171, Street café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

**Sec. 64-171. Street café permit.**

(a) *Definition.* A street café is defined as an outdoor dining facility located within areas used for on-street parking which is permitted by the city to be utilized by the immediately adjacent property owner or tenant for outdoor dining as an extension of the owner's or tenant's operations.

(b) *Street café permit established.* The director of public works is authorized to issue annual street café permits for the limited purpose of placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any on-street parking spaces. The director shall have the authority to establish reasonable regulations for the issuance, use, revocation, and denial of street café permits. Upon issuance of a street café permit, permittees shall perform all obligations, duties and responsibilities as set forth by the director. Issuance of a street café permit is a privilege and not a right, and the director shall have the right to modify the scope, time and manner of the street café permit for any reason.

When the applicant for a street café permit requests a street café permit adjacent to a parkway or boulevard, the applicant must obtain approval from the board of parks and recreation commissioners. In such circumstances, any authority delegated within this section to the director of public works shall instead be delegated to the director of parks and recreation.

(c) *Permit conditions.* A street café permit may be issued only if all of the following conditions are met:

(1) A street café permit may be issued to any individual, business or organization within on-street parking areas or other unutilized spaces within the public right-of-way immediately adjacent to property owned or leased by the

individual, business or organization.

(2) A street café permit may be issued adjacent to streets or roadways which have a posted speed limit not in excess of 30 miles per hour.

(3) A street café permit can only be issued for areas in the city zoned for business and which allow a clear unobstructed passage not less than five feet in width within the street café following the placement of the tables and chairs in the street café.

(4) A street café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the business and the permit shall not be issued for another business, if any, located in the same building.

(5) A street café permit may not be located within parking spaces designated for the exclusive use of vehicles which display a distinguishing license plate or placard issued to physically disabled or handicapped persons.

(6) The applicant for a street café permit must meet all other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable. As a condition for the issuance of a street café permit, the director of neighborhoods and housing services shall attest that the permittee has met any requirements of permits which the permittee holds under chapter 10, if applicable and as required.

(d) *Application for street café permits.*

(1) All applications for a street café permit shall be filed with the director of public works in a form approved by the director. Street café permits may not be transferred or assigned. All applications for a street café permit shall include the following:

a. An indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees. The permittee shall specifically indemnify and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the city's snow removal operations.

b. A certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:

1. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.

2. The city shall be added as an additional insured to such policy by separate endorsement.

3. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

c. A design of the street café which adheres to design guidelines provided by the director of public works which shall be available to any permittee seeking to establish a street café. The applicant shall include a layout, drawn to scale, which accurately depicts the dimensions of the existing area to be utilized as a street café and adjacent private property, the proposed location of the street café, size and number of tables, chairs, steps, planters, and umbrellas, location of doorways, trees, existing parking meters, sidewalk benches, trash receptacles, light poles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch paper, suitable for reproduction. Also, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, weighted umbrellas, free-standing barriers or other objects to be used in the street café.

(e) *Conduct of street café permit holder.* Street café permittees shall comply with all of the following conditions:

- (1) Street cafés must at all times adhere the city's parklet and street café design standards which shall be provided by the director upon request.
  - (2) The permittee shall properly supervise and maintain the street café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The permittee shall prevent the accumulation, blowing, and scattering, of trash, garbage, or any other such debris caused by use of the street café and shall maintain its own trash containers upon the street café for disposal of any debris. All tables, chairs, umbrellas, and any other objects utilized in the street café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
  - (3) Street café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director of public works, other city employees, and the public.
  - (4) The permittee shall designate with signage the hours during which the street café is to be operated. At all other times, the street café shall be made available for public use.
  - (5) Permittee shall ensure the street café and its furnishings in no way interfere with pedestrian, bicycle, or automobile traffic within the sidewalk, street, or bicycle facilities including the parking of vehicles in adjacent parking spaces.
  - (6) No smoking shall be allowed in the street café. Alcohol or liquor shall not be consumed within the street café without proper licensure. The hours of outdoor liquor sales shall be allowed as authorized in chapter 10 of the Code.
  - (7) Permittee shall not erect, attach, or affix any permanent fixture upon the public right-of-way, even within the street café.
  - (8) No furnishings or any parts of the street café shall be attached, chained, or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant, or other public fixture within or near the street café.
  - (9) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m.
  - (10) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
  - (11) The permit area may not be used for the storage of any items other than seating, landscaping, signs, or lighting.
  - (12) The street café and any furnishings shall only be placed in front of the business holding a street café permit and shall not extend to public right-of-way abutting and adjacent to other properties. Notwithstanding the foregoing, the street café and its furnishings may be placed in front of a property immediately abutting and immediately adjacent to the business holding the street café permit if the owner of record of the affected property consents in writing in a form approved by the director of public works; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the street café permit by a street or alley.
- (f) *Renewal.* Street café permits shall be granted on an annual basis. All street café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section as well as the city's parklet and street café design standards. The director may inspect the street café at any time.
- (g) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating street cafes, including loss of value to the city in utilizing such spaces for no-street parking. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a street café.
- (h) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The street café permit may also be suspended if the location of the street café is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency which threatens the health and safety of city residents and visitors, or a need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a street café permit. The cost of removing the street café will be borne solely by the permittee. No advance warning is required in the case of an emergency which threatens the health and safety of city residents and visitors

or a need for access from a utility. Should the permittee fail to remove the street café, the director of public works may remove the street café and assess cost of the removal to the permittee.

(i) *Penalties.* A permittee operating a street café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance.

Section 3. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney



**No Fact Sheet  
for  
Ordinance  
No. 210282**

COMPARED VERSION  
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 210282

Amending Chapter 64, Code of Ordinances, by repealing Section 64-168, Sidewalk café permit, and Section 64-171, Street café permit, and enacting in lieu thereof the same sections of like number and subject matter to provide consistency with other Code provisions in Chapters 10 and 64 and by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

WHEREAS, in response to the declaration of a state of emergency due to the COVID-19 pandemic, on May 21, 2020, the City Council passed Committee Substitute for Ordinance No. 200376, As Amended, which enacted two new sections in Chapter 64, Code of Ordinances, entitled “Streets, Sidewalks and Public Places,” and Chapter 10, Code of Ordinances, entitled “Alcoholic Beverages,” that authorized the issuance of temporary sidewalk café, parklet and street café permits and the expansion of premises retail sales-by-drink licenses to allow certain existing public parking spaces to be used for temporary dining purposes through December 31, 2020; and

WHEREAS, in response to an extension of the state of emergency, on October 22, 2020, the City Council passed Ordinance No. 200892 which extended the temporary program until April 19, 2021; and

WHEREAS, the City Council desires that the measures passed during the state of emergency become permanent changes; NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-168, Sidewalk café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

**Sec. 64-168. Sidewalk café permit.**

(a) *Permit authorized.* Unless otherwise authorized under the Code of Ordinances, no person shall place tables or chairs or any other device for the sale or consumption of food or beverage upon any public sidewalk or footway without first obtaining an annual sidewalk café permit. The director is authorized to issue annual sidewalk café permits for the limited purpose of temporarily placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any public sidewalk or footway only if all of the following conditions are met:

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ORDINANCE NO. 210282

- (1) A sidewalk café permit can only be issued for areas in the city zoned for business and for sidewalks that will allow a clear unobstructed passage not less than five feet in width following the placement of the tables and chairs.
- (2) A sidewalk café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the sidewalk and the permit shall not be issued for another business, if any, located in the same building.
- (3) A sidewalk café permit issued under this article may not be assigned.
- (4) The sidewalk café permit shall specify the location of the permit area by address.
- (5) The applicant for a sidewalk café permit obtains approval from the board of parks and recreation commissioners if the sidewalk is on a parkway or boulevard under the jurisdiction of that board.
- (6) The applicant for a sidewalk café permit meets all of the other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable and as required.

(7) The applicant shall properly supervise and maintain the sidewalk café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The applicant shall prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused by use of the sidewalk café and shall maintain its own trash containers upon the parklet for disposal of any debris. All tables, chairs, umbrellas, and any other furnishings utilized in the sidewalk café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.

(8) Sidewalk cafés shall be subject to inspection once installed and at any reasonable

(b) *Status of permit.* A sidewalk café permit is a privilege and not a right, and the city shall at all times have the right to restrict the scope, time and manner of the placement of tables and chairs on the sidewalk at any time and for any reason by ordinance or regulation of the director.

(c) *Application for sidewalk café permits.*

- (1) All applications for a sidewalk café permit shall be filed with the director in a form approved by the director.

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- (2) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish to the director an indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees.
- (3) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish the city a certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
  - a. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
  - b. The city shall be added as an additional insured to such policy by separate endorsement.
  - c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

(4) Applicant shall follow design guidelines provided by the director.

(d) *Conduct of sidewalk café permit holder.* A person holding a sidewalk café permit (permittee) shall comply with all of the following conditions in connection with the placement of tables and chairs on a sidewalk:

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- (1) Sidewalk café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director, other city employees, and the public.
- (2) No street or alley shall be blocked by tables and chairs placed pursuant to a sidewalk café permit issued under this section.
- (3) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act (“ADA”). Access to sidewalk cafés, including existing parking spaces, shall be accessible to all and shall comply with ADA requirements per the 2010 US Department of Justice ADA standards and PROWAG guidelines including access up, down and within the area.
- (4) Tables and chairs shall be securely placed so that they will not endanger the public, or fall or protrude into any street or alley.
- (5) Tables and chairs shall not be placed in a manner that creates or causes a nuisance, a fire hazard, or interferes with ingress to or from any building.
- (6) Only tables and chairs for customer use may be placed and allowed to remain within the permit area. The permit area may not be used for the storage of other items.
- (7) Tables and chairs shall only be placed in front of the business holding a sidewalk café permit and shall not extend to sidewalks abutting and adjacent to other properties. Notwithstanding the foregoing, the tables and chairs may be placed in front of a property immediately abutting and immediately adjacent to the business holding the sidewalk café permit if the owner of record of the affected property consents in writing in a form approved by the director; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the sidewalk café permit by a street or alley.
- (8) The tables and chairs shall not be placed in the street.
- (9) Tables and chairs for customers shall be placed no less than five feet back from the front of the curb of the abutting street, or other appurtenances.

(e) *Renewal.* Sidewalk café permits shall be granted on an annual basis. All sidewalk café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section. The director may inspect the sidewalk café at any time.

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(f) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating sidewalk cafes. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a sidewalk café.

(g) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The sidewalk cafe permit may also be suspended if the location of the sidewalk is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency as defined by city ordinance or need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a sidewalk café permit. The cost of removing the sidewalk café will be borne solely by the permittee. Should the permittee fail to remove the sidewalk café, the director may remove the sidewalk café and assess cost of the removal to the permittee.

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(h) *Penalties.* A permittee operating a sidewalk café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance.

Section 2. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-171, Street café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

**Sec. 64-171. Street café permit.**

(a) *Definition.* A street café is defined as an outdoor dining facility located within areas used for on-street parking which is permitted by the city to be utilized by the immediately adjacent property owner or tenant for outdoor dining as an extension of the owner's or tenant's operations.

(b) *Street café permit established.* The director of public works is authorized to issue annual street café permits for the limited purpose of placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any on-street parking spaces. The director shall have the authority to establish reasonable regulations for the issuance, use, revocation, and denial of street café permits. Upon issuance of a street café permit, permittees shall perform all obligations, duties and responsibilities as set forth by the director. Issuance of a street café permit is a privilege and not a right, and the director shall have the right to modify the scope, time and manner of the street café permit for any reason.

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When the applicant for a street café permit requests a street café permit adjacent to a parkway or boulevard, the applicant must obtain approval from the board of parks and recreation commissioners. In such circumstances, any authority delegated within this

ORDINANCE NO. 210282

section to the director of public works shall instead be delegated to the director of parks and recreation.

(c) *Permit conditions.* A street café permit may be issued only if all of the following conditions are met:

- (1) A street café permit may be issued to any individual, business or organization within on-street parking areas or other unutilized spaces within the public right-of-way immediately adjacent to property owned or leased by the individual, business or organization.
- (2) A street café permit may be issued adjacent to streets or roadways which have a posted speed limit not in excess of 30 miles per hour.
- (3) A street café permit can only be issued for areas in the city zoned for business and which allow a clear unobstructed passage not less than five feet in width within the street café following the placement of the tables and chairs in the street café.
- (4) A street café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the business and the permit shall not be issued for another business, if any, located in the same building.
- (5) A street café permit may not be located within parking spaces designated for the exclusive use of vehicles which display a distinguishing license plate or placard issued to physically disabled or handicapped persons. ▲
- (6) The applicant for a street café permit must meet all other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable. As a condition for the issuance of a street café permit, the director of neighborhoods and housing services shall attest that the permittee has met any requirements of permits which the permittee holds under chapter 10, if applicable and as required.

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(d) *Application for street café permits.*

- (1) All applications for a street café permit shall be filed with the director of public works in a form approved by the director. Street café permits may not be transferred or assigned. All applications for a street café permit shall include the following:
  - a.      An indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the

ORDINANCE NO. 210282

city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees. The permittee shall specifically indemnify and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the city's snow removal operations.

- b. A certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
1. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
  2. The city shall be added as an additional insured to such policy by separate endorsement.
  3. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

- c. A design of the street café which adheres to design guidelines provided by the director of public works which shall be available to any permittee seeking to establish a street café. The applicant shall include a layout, drawn to scale, which accurately depicts the dimensions of the existing area to be utilized as a street café and adjacent private property, the proposed location of the street café,



ORDINANCE NO. 210282

size and number of tables, chairs, steps, planters, and umbrellas, location of doorways, trees, existing parking meters, sidewalk benches, trash receptacles, light poles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch paper, suitable for reproduction. Also, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, weighted umbrellas, free-standing barriers or other objects to be used in the street café.

(e) *Conduct of street café permit holder.* Street café permittees shall comply with all of the following conditions:

- (1) Street cafés must at all times adhere the city's parklet and street café design standards which shall be provided by the director upon request.
- (2) The permittee shall properly supervise and maintain the street café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The permittee shall prevent the accumulation, blowing, and scattering, of trash, garbage, or any other such debris caused by use of the street café and shall maintain its own trash containers upon the street café for disposal of any debris. All tables, chairs, umbrellas, and any other objects utilized in the street café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
- (3) Street café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director of public works, other city employees, and the public.
- (4) The permittee shall designate with signage the hours during which the street café is to be operated. At all other times, the street café shall be made available for public use.
- (5) Permittee shall ensure the street café and its furnishings in no way interfere with pedestrian, bicycle, or automobile traffic within the sidewalk, street, or bicycle facilities including the parking of vehicles in adjacent parking spaces.
- (6) No smoking shall be allowed in the street café. Alcohol or liquor shall not be consumed within the street café without proper licensure. The hours of outdoor liquor sales shall be allowed as authorized in chapter 10 of the Code.
- (7) Permittee shall not erect, attach, or affix any permanent fixture upon the public right-of-way, even within the street café.

ORDINANCE NO. 210282

- (8) No furnishings or any parts of the street café shall be attached, chained, or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant, or other public fixture within or near the street café.
- (9) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m.
- (10) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
- (11) The permit area may not be used for the storage of any items other than seating, landscaping, signs, or lighting.
- (12) The street café and any furnishings shall only be placed in front of the business holding a street café permit and shall not extend to public right-of-way abutting and adjacent to other properties. Notwithstanding the foregoing, the street café and its furnishings may be placed in front of a property immediately abutting and immediately adjacent to the business holding the street café permit if the owner of record of the affected property consents in writing in a form approved by the director of public works; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the street café permit by a street or alley.

(f) *Renewal.* Street café permits shall be granted on an annual basis. All street café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section as well as the city's parklet and street café design standards. The director may inspect the street café at any time.

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(g) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating street cafes, including loss of value to the city in utilizing such spaces for no-street parking. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a street café.

(h) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The street café permit may also be suspended if the location of the street café is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency which threatens the health and safety of city residents and visitors, or a need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a street café permit. The cost of

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ORDINANCE NO. 210282

removing the street café will be borne solely by the permittee. No advance warning is required in the case of an emergency which threatens the health and safety of city residents and visitors or a need for access from a utility. Should the permittee fail to remove the street café, the director of public works may remove the street café and assess cost of the removal to the permittee.

(i) *Penalties.* A permittee operating a street café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance.

Section 3. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney



Legislation Text

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**File #: 210591, Version: 1**

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ORDINANCE NO. 210591

Authorizing an \$8,500,000.00 construction contract with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project; and authorizing two successive one-year renewal options for a maximum expenditure of \$25,500,000.00 without further City Council approval.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 1628 in the amount of \$8,500,000.00 with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project, Project No. 81000978. A copy of this contract is on file in the office of the Water Services Department.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$8,500,000.00 from Account No. 22-8110-807790-B-81000978, Sewers, to satisfy the costs of this contract.

Section 3. That the Director of the Water Services Department is authorized to execute two successive one-year renewals for this work without further City Council approval.

Section 4. That the Director of Water Services is authorized to expend up to \$17,000,000.00 to satisfy the costs of the two renewals with such funds as appropriated by the Council in future annual budgets, for a maximum expenditure of \$25,500,000.00 for Contract No. 1628 and the two renewals.

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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.

---

Tammy L. Queen  
Director of Finance

Approved as to form and legality:

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Mark P. Jones  
Assistant City Attorney

# CONTRACT

210591 Revised

## Ordinance Fact Sheet

## Construction/Misc. Form

Brief Title	Approval Deadline	Reason
Approving a construction contract for the		To authorize execution of a construction contract; and
City Wide Sewer Main Rehabilitation -		to authorize execution of two successive one-year renewal
Fiscal Year 2022 project.		options without further Council approval.

### Details

#### Reason for Contract

This ordinance will authorize the Director of Water Services to enter into a construction contract with SAK Construction, LLC for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project. This ordinance also authorizes two successive one-year options to renew without further City Council approval.

#### Discussion

##### Project Justification

This contract will assist the Water Services Department's Sewer Line Maintenance Division in the rehabilitation of public sanitary sewers, sewer laterals, and manholes located within the public right-of-way or easements throughout Kansas City, Missouri.

The repairs will restore the structural integrity and operability to deteriorated sanitary sewers, will provide customers with reliable wastewater services, and will improve customer satisfaction by providing timely response to 311 service requests.

##### Project Description

The scope of services consists of repairs of public sanitary sewers and private residential sewer laterals located within the public right-of-way or easements throughout Kansas City, Missouri.

Work will consist of the following:

- Cleaning and CCTV inspection of sanitary sewers in preparation for rehabilitation.
- Cured-in-place pipe rehabilitation of sanitary sewer mainlines and laterals.
- Open-cut excavation repair of sanitary sewers as necessary for trenchless rehabilitation.

Construction work orders will be issued to the Contractor to execute repairs.

Unit prices for the work to be completed under this contract were established based on original bids received. Therefore, KC Water proposes a not to exceed \$8,500,000.00 contract to satisfy the cost of issued construction work orders. This contract will be for a term of one year with two one-year renewal options.

Proposed Contract: \$8,500,000.00  
 Proposed Renewal No. 1: \$8,500,000.00  
 Proposed Renewal No. 2: \$8,500,000.00  
 Total: \$25,500,000.00

### Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	SAK Construction, LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering:  Water Services Department  Inspections:  Water Services Department  Construction or Project Management:  Water Services Department  Service Monitoring:  Water Services Department

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

**Details**

**Solicitation**

This Project was advertised in accordance with the City's requirements. Public bids were opened on May 11, 2021 with two bidders responding.

**Grant/Loan Funding**

N/A

**Human Relations Approval**

Project subcontracting goals are 10% MBE and 8% WBE. Subcontracting information was submitted to the Human Relations Department for review on June 14, 2021, and was approved on June 22, 2021 with 10% MBE and 8% WBE participation.

**Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

**Youth Employment Program**

N/A

**1% for Art**

N/A

**Bid Opening Date:** 5/11/2021

**Notice of Intent to Contract:** TBA

**Is it good for the children?** Yes.

**How will this contribute to a sustainable Kansas City?**

This project will improve the sanitary sewer asset owned by Kansas City by reducing infiltration and inflow along the sewer system.

**Estimated Duration of Contract:**

one year + two one-year options to renew

**Fact Sheet Prepared by:**

Leona Walton  
Contracts Manager

**Date:**

6/16/2021

**Reviewed by:**

D. Matt Bond  
Deputy Director

**Date:**

6/24/2021

**Reference Numbers:**

Contract No. 1628  
Project No. 81000978

**Finances**

City's Estimate of Cost		\$	8,500,000.00
Bid or Proposal Data	Lowest Contract		
	Cost Submitted	\$	7,126,820.00 *
Recommended Awardee:		SAK Construction, LLC	
Bid Date:	5/11/2021	No. of Bids Considered:	2
Reason for rejecting lowest contract cost submitted:			
Other Bidders or Contractors Considered		Contract Costs Submitted *	
Insituform Technologies		\$	10,160,245.00
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
* Base bids were use to determine lowest and best bidder for this contract, which has a maximum obligation of \$8,500,000.00.			
Fund Sources and Appropriation Account Codes For This Contract	22-8110-807790-B-81000978 = \$8,500,000.00 Sewers		
Source of Future Operating Funds			
Maximum Amount of Proposed Contract		\$	8,500,000.00
Amount of Contingency		\$	-
Engineering & Administration		\$	
<b>TOTAL</b>		<b>\$</b>	<b>8,500,000.00</b>

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass



# CONTRACT

## Ordinance Fact Sheet

## Construction/Misc. Form

Committee Substitute for Ord. 210591



Brief Title	Approval Deadline	Reason
Approving a construction contract for the		To authorize execution of a construction contract; and
City Wide Sewer Main Rehabilitation -		to authorize execution of two successive renewal options
Fiscal Year 2022 project.		without further Council approval.

### Details

#### Reason for Contract

This ordinance will authorize the Director of Water Services to enter into a construction contract with SAK Construction, LLC for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project. This ordinance also authorizes two successive renewal options without further City Council approval.

#### Discussion

##### Project Justification

This contract will assist the Water Services Department's Sewer Line Maintenance Division in the rehabilitation of public sanitary sewers, sewer laterals, and manholes located within the public right-of-way or easements throughout Kansas City, Missouri.

The repairs will restore the structural integrity and operability to deteriorated sanitary sewers, will provide customers with reliable wastewater services, and will improve customer satisfaction by providing timely response to 311 service requests.

##### Project Description

The scope of services consists of repairs of public sanitary sewers and private residential sewer laterals located within the public right-of-way or easements throughout Kansas City, Missouri.

Work will consist of the following:

- Cleaning and CCTV inspection of sanitary sewers in preparation for rehabilitation.
- Cured-in-place pipe rehabilitation of sanitary sewer mainlines and laterals.
- Open-cut excavation repair of sanitary sewers as necessary for trenchless rehabilitation.

Construction work orders will be issued to the Contractor to execute repairs.

Unit prices for the work to be completed under this contract were established based on original bids received. Therefore, KC Water proposes a not to exceed \$8,500,000.00 contract to satisfy the cost of issued construction work orders. This contract will be for a term of 460 days two successive renewal options, each with 460 day terms.

Proposed Contract: \$8,500,000.00  
 Proposed Renewal No. 1: \$8,500,000.00  
 Proposed Renewal No. 2: \$8,500,000.00  
 Total: \$25,500,000.00

### Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	SAK Construction, LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering:  Water Services Department  Inspections:  Water Services Department  Construction or Project Management:  Water Services Department  Service Monitoring:  Water Services Department

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)



**Details**

**Solicitation**

This Project was advertised in accordance with the City's requirements. Public bids were opened on May 11, 2021 with two bidders responding.

**Grant/Loan Funding**

N/A

**Human Relations Approval**

Project subcontracting goals are 10% MBE and 8% WBE. Subcontracting information was submitted to the Human Relations Department for review on June 14, 2021, and was approved on June 22, 2021 with 10% MBE and 8% WBE participation.

**Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

**Youth Employment Program**

N/A

**1% for Art**

N/A

**Bid Opening Date:** 5/11/2021

**Notice of Intent to Contract:** TBA

**Is it good for the children?** Yes.

**How will this contribute to a sustainable Kansas City?**

This project will improve the sanitary sewer asset owned by Kansas City by reducing infiltration and inflow along the sewer system.

**Estimated Duration of Contract:** 460 days + two successive renewal options (460 days for each renewal)

**Fact Sheet Prepared by:** Leona Walton  
**Date:** 6/16/2021  
 Contracts Manager

**Reviewed** D. Matt **Date:** 6/24/2021 **by:** Bond  
 Deputy Director

**Reference Numbers:** Contract No. 1628  
 Project No. 81000978

**Finances**

City's Estimate of Cost		\$	8,500,000.00
Bid or Proposal Data	Lowest Contract		
	Cost Submitted	\$	7,126,820.00 *
Recommended Awardee:		SAK Construction, LLC	
Bid Date:	5/11/2021	No. of Bids Considered: 2	
Reason for rejecting lowest contract cost submitted:			
Other Bidders or Contractors Considered		Contract Costs Submitted *	
Insituform Technologies		\$	10,160,245.00
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
* Base bids were use to determine lowest and best bidder for this contract, which has a maximum obligation of \$8,500,000.00.			
Fund Sources and Appropriation Account Codes For This Contract	22-8110-807790-B-81000978 = \$8,500,000.00 Sewers		
Source of Future Operating Funds			
Maximum Amount of Proposed Contract		\$	8,500,000.00
Amount of Contingency		\$	-
Engineering & Administration		\$	
<b>TOTAL</b>		<b>\$</b>	<b>8,500,000.00</b>

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/>	Do Not Pass

**LEGISLATION IN BRIEF:**

Authorizing a construction agreement with SAK for \$8.5 million with two successive optional renewals up to a total of \$25.5 million

**What is the purpose of this legislation?** CAPITAL

*Authorizing a design professional amendment for a project*

**Does this legislation spend money?**  YES Yes/No

*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  NO Yes/No

#####

**Does this Legislation Increase Appropriations?**  NO Yes/No

#####

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  NO Yes/No

*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**

*Design amendment contract for design not construction*

Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8110	807790	611060	81000978	8,500,000	8,500,000

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

<b>NET IMPACT ON OPERATIONAL BUDGET</b>				-	-
<i>RESERVE STATUS:</i>				-	-

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8110	Sewer	8,500,000	8,500,000	8,500,000				
<b>TOTAL EXP</b>		8,500,000	8,500,000	8,500,000	-	-	-	-

<b>NET Per-YEAR IMPACT</b>	(8,500,000)	(8,500,000)	(8,500,000)	-	-	-	-
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<b>NET IMPACT ( SIX YEARS)</b>	<b>(25,500,000.00)</b>						
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REVIEWED BY	Heather Bray	DATE	6/30/2021
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# TRANSPORTATION, INFRASTRUCTURE & OPERATIONS COMMITTEE

JULY 21, 2021



# COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 210591

*City Wide Sewer Main Rehabilitation – Fiscal Year 2022*

Authorizing an \$8,500,000.00 construction contract with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation – Fiscal Year 2022 project; and authorizing two successive renewal options for a maximum expenditure of \$25,500,000.00 without further City Council approval.

# COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 210591

Example of the large diameter Cured-in-Place-Pipe (CIPP) sewer rehabilitation process.





THANK YOU



**Inter-Departmental Communication**

Date: June 15, 2021

To: Mayor Quinton Lucas; Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Human Relations Department

Subject: Docket Memo #: 210591

**CONTRACTOR:** SAK Construction, LLC  
 Address: 864 Hoff Rd.  
 O’Fallon, MO 63366  
 Contract # 1628 / 81000978 – City Wide Sewer Main Rehabilitation FY 2022  
 Contract Amount: \$8,500,000.00\*  
 MBE Goal: 10%  
 WBE Goal: 8%  
 MBE Achieved: 10%  
 WBE Achieved: 8%

**MBE SUBCONTRACTORS:**  
 Name: Diggs Construction, LLC  
 Address: 2033 Vine St.  
 Kansas City, MO 64108  
 Scope of Work: Point Repairs  
 Dollar Amount: \$858,500  
 Ownership: Diggs, Dale Jr.  
 Structure: African-American Male Code 15

**WBE SUBCONTRACTORS:**  
 Name: She Digs It, LLC  
 Address: 600 SE Central Dr.  
 Blue Springs, MO 64014  
 Scope of Work: Point Repairs  
 Dollar Amount: \$688,500  
 Ownership: Gerstner, Cheryl  
 Structure: Caucasian Female Code 27

**Comments:**  
 \*Note: Maximum contract amount is \$8,500,000. Base bid amount is listed as \$7,126,820.00. MBE/WBE participation was calculated based on the maximum contract amount.



Legislation Text

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**File #: 210592, Version: 1**

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ORDINANCE NO. 210592

Authorizing Amendment No. 3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road Project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 3 in the amount of \$98,910.00 for additional design services for Project No. 89008194 - Lee's Summit Road from Anderson Drive to Lakewood Boulevard; from funds previously appropriated to Account No. AL-3521-898015-B-89008194 for a total contract amount of \$498,060.00. A copy of the amendment is on file in the office of the Director of the Public Works Department.

Section 2. That the Human Relations Department, to assure fair representation by socially and economically disadvantaged groups, approved for this amendment a thirteen (13%) percent representation by Minority Owned Businesses and an eight (8%) percent representation by Women Owned Businesses.

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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

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Tammy L. Queen  
Director of Finance

Approved as to form and legality:

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Nelson V. Munoz  
Assistant City Attorney



<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	210592
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**LEGISLATION IN BRIEF:**  
 Authorizing amendment #3 with Cook, Flat, and Strobel Engineers, P.A. Authorizing Amendment #3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?**  Yes/No

*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  Yes/No

0

**Does this Legislation Increase Appropriations?**  Yes/No

0

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  Yes/No

*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**

*Lifespan is estimated to be 30 years with \$15,000 annual operating and maintenance cost.*

Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3521	898015	B	89008194	98,910.00	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET**

	-	-
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*RESERVE STATUS:*

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3521	GO Bond 2021 Q1	98,910	15,000	15,000	15,000	15,000	15,000	375,000
<b>TOTAL EXP</b>		98,910	15,000	15,000	15,000	15,000	15,000	375,000

**NET Per-YEAR IMPACT**

	(98,910)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(375,000)
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**NET IMPACT ( SIX YEARS)** **(548,910.00)**

REVIEWED BY Charles Leap DATE 7/8/2021

LEGISLATIVE FACT SHEET		Legislation Number:				
		Approval Deadline:				
LEGISLATION IN BRIEF:						
What is the reason for this legislation?		<b>Fact Sheet Color Codes</b> User Entered Field User Select From Menu For OMB Use				
Discussion (including relationship to other Council actions)		Sponsor(s)				
		Programs, Departments, or Groups Affected				
		Sub-Program in Budget (page #)				
Citywide Business Plan Goal		<table border="1"> <tr> <td data-bbox="808 961 1081 1087" rowspan="2">Applicants/ Proponents</td> <td data-bbox="1081 961 1469 1003">City Department</td> </tr> <tr> <td data-bbox="1081 1003 1469 1045">Other</td> </tr> </table>		Applicants/ Proponents	City Department	Other
Applicants/ Proponents	City Department					
	Other					
		Staff Recommendation				
Citywide Business Plan Objective		<table border="1"> <tr> <td data-bbox="808 1129 1081 1213" rowspan="2">Board or Commission Recommendation</td> <td data-bbox="1081 1129 1469 1171"></td> </tr> <tr> <td data-bbox="1081 1171 1469 1213"></td> </tr> </table>		Board or Commission Recommendation		
Board or Commission Recommendation						
		<b>Future Impacts</b> 				
		Cost of Legislation current Fiscal Year				
Citywide Business Plan Strategy		Costs in Future Fiscal Years?				
		Annual Revenue Increase/Decrease				
		Applicable Dates:				
		Prepared by:				
		Date Prepared:				
		Reviewed by:				
		Date Reviewed				
		Reference Numbers				

ORDINANCE NO. TMP-0708

Authorizing Amendment #3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 3 in the amount of \$98,910.00 for additional design services for Project No. 89008194 - Lee's Summit Road from Anderson Drive to Lakewood Boulevard; from funds previously appropriated to Account No. AL-3521-898015-B-89008194 for a total contract amount of \$498,060.00. A copy of the amendment is on file in the office of the Director of the Public Works Department.

Section 2. That the Human Relations Department, to assure fair representation by socially and economically disadvantaged groups, approved for this amendment a thirteen (13%) percent representation by Minority Owned Businesses and an eight (8%) percent representation by Women Owned Businesses.

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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

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Tammy L. Queen  
Director of Finance

Approved as to form and legality:

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Nelson V. Munoz  
Assistant City Attorney