

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT NO. 80002027 CONTRACT NO. 9265
36-INCH WATER MAIN EXTENSION
NE 64TH STREET AND N BRIGHTON AVE TO
NE PLEASANT VALLEY RD NEAR SEARCY CREEK PKWY**

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose:
Design professional services for a 36-inch water main extension, from approximately NE 64th Street and N Brighton Avenue to NE Pleasant Valley Road near Searcy Creek Parkway, as further specified by the City.

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

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

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may

reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$520,274 as follows:

1. \$225,172 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. 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 \$215,102. The following are the reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, and reproduction of deliverables.
4. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$80,000 for Optional Services not yet authorized by the City that may be required throughout the course of the 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 actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. 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 may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not

been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.

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

8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly project status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

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

City: Water Services Department

Director: Terry Leeds

Address: 4800 E. 63rd Street, Kansas City, MO 64130

Phone: (816) 513-0528 Facsimile: (816) 513-0185

E-mail address: Terry.Leeds@kcmo.org

Design Professional: HNTB Corporation

Contact: John Blancett, PE

Address: 715 Kirk Drive, Kansas City, MO

Phone: (816) 527-2539 Facsimile: (816) 472-4086

E-mail address: jblancett@hntb.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 Format Requirements

Attachment C: Design Professional's Engineering Fee Summary and Schedule of Position Classifications

Attachment D: City-Licensed Geographical Information System Data

Attachment E: HRD Forms

- (1) HRD Form 8: Contractor Utilization Plan/Request for Waiver
- (2) HRD Form 10: Timetable for MBE/WBE Utilization
- (3) HRD Form 11: Request for Modification or Substitution
- (4) 00450.01 Letter of Intent to Subcontract
- (5) 01290.14 Contractor Affidavit for Final Payment
- (6) 01290.15 Subcontractor Affidavit for Final Payment

Attachment F: Employee Eligibility Verification Affidavit

Attachment G: Subcontractor List Non-Construction

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

Sec. 11. 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: 8/11/2017

By: Wayne Feuerborn

Name: Wayne Feuerborn

Title: Vice President

KANSAS CITY, MISSOURI

Date: 9/13/17

By: Terry Leeds

Name: Terry Leeds

Title: Director of Water Services

Approved as to form:

[Signature]
Assistant City Attorney

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

Kathryn Bell 9/14/17
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 affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

EXHIBIT B
(Attachment A to DPS Contract No. 9265, Part 1)

SCOPE OF SERVICES

Owner: CITY of Kansas CITY, Missouri, Water Services Department
Design Professional: HNTB Corporation
Project Title: 36-inch Water Main Extension
NE 64th Street and N Brighton Avenue to
NE Pleasant Valley Rd near Searcy Creek Pkwy
WSD Contract No.: 9265
WSD Project No.: 80002027

PROJECT DESCRIPTION

1. GENERAL

The following paragraphs provide a general description of the Work required by this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL for a 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue east to NE Pleasant Valley Road near Searcy Creek Parkway.

- A. The Project. The Water Services Department (WSD) of the CITY of Kansas City, Missouri (CITY) intends to construct a 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue east to NE Pleasant Valley Road near Searcy Creek Parkway (PROJECT). As such, the CITY is contracting with the DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Background Information. The CITY, acting through the WSD, is undertaking the PROJECT to prepare design documents for the construction of a 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue east to NE Pleasant Valley Road near Searcy Creek Parkway. Additional transmission main capacity is required in the North Direct System to supply an enlarged Shoal Creek Booster Pump Station at Highway M-152 and Shoal Creek Parkway. Two road improvement projects currently under design will require relocation of the existing 24-inch PCCP transmission main along N Brighton north of NE 58th Street and the 20-inch PCCP transmission main along NE Pleasant Valley Road from N Brighton to Searcy Creek Parkway. The PROJECT will replace these two existing PCCP transmission mains along N. Brighton Avenue and NE Pleasant Valley Road with the proposed 36-inch main extension.

This PROJECT is one segment of a planned 36-inch water transmission main extending from North Oak Trafficway east to N. Brighton Avenue and then north along N Brighton Avenue, Searcy Creek Parkway, and Shoal Creek Parkway to an enlarged Shoal Creek Booster Pump Station at Highway M-152 and Shoal Creek Parkway. Segments previously constructed along NE Vivion Road include North Oak Trafficway to N Highland Avenue and N Highland Avenue to N Chouteau Trafficway.

Another segment of the 36-inch transmission main (Project No. 80001802) along N Chouteau Trafficway and then east through the Big Shoal Greenway/Mill Creek Corridor

to N Brighton Avenue near NE 55th Street is currently bidding and scheduled to begin construction in August 2017. This segment will connect near NE 55th Street to an existing 36-inch DIP transmission main, which runs along the west side of N Brighton Avenue from NE Vivion Road to NE 58th Street, installed in the Public Works Department's North Brighton Avenue - Phase I Improvement project. The existing 36-inch DIP water main along the west side of N Brighton Avenue will be extended from NE 58th Street to approximately NE 64th Street in the Public Works Department's North Brighton Avenue - Phase 2 Improvement project, currently under design and scheduled for bidding in the summer of 2018. The PROJECT will provide for construction of a separate segment of this 36-inch water transmission main from approximately NE 64th Street and N Brighton Avenue east in an easement to be acquired by the WSD and then through the CITY's Pleasant Valley Athletic Complex to an existing 36-inch DIP transmission main on the south side of NE Pleasant Valley Road near Searcy Creek Parkway.

- C. Additional Services By Contract Amendment. The DESIGN PROFESSIONAL may be requested to provide additional services during construction for the 36-inch transmission main extension and design professional services for other transmission main replacements or improvements in the North Direct System along Searcy Creek Parkway or Shoal Creek Parkway to supply the enlarged Shoal Creek Booster Pump Station.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

The DESIGN PROFESSIONAL's Scope of Services for this PROJECT includes project administration, preparation of an alignment study, coordination with Parks & Recreation Department for the portion of the pipeline through the Pleasant Valley Athletic Complex, coordination with the Public Works Department regarding two future adjacent roadway improvement projects under concurrent design: N. Brighton Avenue Phase 2 Improvement Project from NE 58th Street to NE Pleasant Valley Road and NE Pleasant Valley Road from N Brighton Avenue to Searcy Creek Parkway, construction schedule, preliminary field and record investigations, pipeline route survey, public information program, geotechnical investigation, preliminary and final design, preparation of construction drawings for bidding, and bidding services. Drawings will show plans and details for the proposed water main extension with pipeline profiles, erosion control, and landscaping or woodland restoration plan. Plans will be generated from the CITY's GIS files provided for this PROJECT, adjusted and supplemented by the pipeline route survey.

For General Design Guidelines, see the latest version of Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on CITY's web page at <https://www.kcwaterservices.org/customer-service/resources/>).

E. Project Needs/Goals

Alignment study for the 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue to NE Pleasant Valley Road near Searcy Creek Parkway.

Coordination with the Public Works Department for the 36-inch water main extension with respect to two adjacent roadway improvement projects under concurrent design.

Coordination with Parks & Recreation Department for the 36-inch water main extension within the Pleasant Valley Road Athletic Complex.

Public outreach.

Construction drawings for the project.

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

Task Series 100 – Project Management and Administration

Task Series 200 – Public Information Program

Task Series 300 – Preliminary Design Services

Task Series 400 – Final Design Services

Task Series 500 – Bid Phase Services

Task Series 600 – Construction Phase Services **(To Be Determined)**

Task Series 700 – Optional Services

- G. Explicit Responsibilities. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Construction Procurement. Design documents developed by DESIGN PROFESSIONAL will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents will be developed for a single construction project built by a single general contractor.
- I. Capital 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.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days:
1. Task Series 300 within 120 calendar days following the CITY's issuance of a Notice to Proceed, and Task Series 400 within 60 days thereafter.
 2. All tasks identified in this Scope of Services shall be performed within 210 calendar days of a written 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.

- B. The CITY hereby commits to review deliverables and provide comments within ten (10) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a ten (10) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than ten (10) 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

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.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report to accompany the monthly invoice submittal. Each invoice by DESIGN PROFESSIONAL and subcontractors shall be broken down by each task series. The monthly progress status reports shall document work progress, the percentage of completed work, schedule status, and earned value for each task series. 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 project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the PROJECT. Conduct coordination meetings as required to prepare subconsultant agreements, to

review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's 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, organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, Engineer's proposed Work Plan, and other logistics of project execution, including anticipated 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 date.

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 includes, at a minimum the following:
 - A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 - A summary of the project's scope of services.
 - Detailed cost-loaded schedule for performance of all work.
 - Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 14 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 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 2 printed copies of the final Work Plan and a single electronic PDF file within 5 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 Progress Meetings

Participate in up to 6 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.

TASK SERIES 200 – PUBLIC INFORMATION PROGRAM

DESIGN PROFESSIONAL shall conduct a public information program developed jointly with WSD's staff to inform the nearby public and stakeholders about the PROJECT.

Task 201 DESIGN PROFESSIONAL will conduct investigations and research to determine interested parties along the proposed alignment and initiate public outreach to individuals or groups to be impacted by the PROJECT.

Task 202 The public information program will consist of the following services:

1. **Project Information Sheet**. Develop a project information and data sheet and coordinate its distribution with the CITY.
2. **Stakeholder Meetings**. Make arrangements for and assist CITY in conducting stakeholder meetings between the project team and other interested parties. Coordinate the CITY and develop a MS Powerpoint presentation to be presented by CITY at each stakeholder meeting. The stakeholder meeting service is based on conducting three (3) stakeholder meetings.
3. **CITY's Web Page**. Assist the CITY in preparing and updating the content of project-specific information to be placed on the CITY's web page. The web page assistance is based on two updates, one during design and the other during construction.
4. **Project Signs**. If requested by the CITY, develop the layout and graphics for production of foam board project signs. DESIGN PROFESSIONAL shall design and provide project signs for each of the three stakeholder meetings,

TASK SERIES 300 - PRELIMINARY DESIGN

Task 301 Conduct Field and Record Investigations and Pipeline Route Surveys. DESIGN PROFESSIONAL shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:

1. Perform Alignment Study.
 - a. Conduct field reconnaissance trips and utilize GIS data for the area to review potential alignments and to investigate the rights-of-way, easements, constructability, potential utility conflicts, exposed rock formations, and other considerations or factors that would affect each potential alignment. The study shall include options to minimize disruptions to water transmission and distribution operations while considering the construction phasing of the CITY's adjacent future roadway improvement projects referenced above.
 - b. Coordinate with the Public Works Department relating to the adjacent roadway improvements projects under concurrent design. Coordination efforts will include but not limited to the review of drawings for the roadway improvement projects, correspondence and discussions with CITY's project managers and design consultants, and attendance at meetings with the roadway projects' Project Manager and design consultants if requested by the CITY.

- c. Coordinate with the Parks & Recreation Department relating to the pipeline alignment through the Pleasant Valley Road Athletic Complex, to minimize impact on existing and planned facilities within the Athletic Complex and to preserve landscaping and woodland to the extent feasible.
- d. Assist the WSD with a presentation before the CITY's Parks & Recreation Department's Board of the proposed 36-inch transmission main extension through the Pleasant Valley Road Athletic Complex.
- e. Present the findings and recommendations from the alignment study for at least three alignments. The draft report will include an opinion of probable construction cost for the preferred alignment. Prepare an overall alignment exhibit at 1" = 500' and enlarged cut sheets for the preferred alignment at 1"=100' to provide additional detail to be used for refining the alignments.

2. Preliminary Utility Contact

- a. Contact utilities and gather information on the location of their existing facilities and any utility requirements which may conflict with the proposed water main extension. Contact utilities and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard CITY's utility notification form. Followup with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the CITY copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the DESIGN PROFESSIONAL.
- b. Provide utility coordination for location of water main extension so as to avoid conflict with existing utilities.

3. Pipeline Route Surveys and Rights-of-Way

- a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.
 - ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface information along the preferred new main alignment, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances.
 - iv. Provide subsurface utility information along the preferred new main alignment, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.

- v. When the majority of the foliage is down along the approved alignment, obtain field survey grid to obtain elevations within a 60-foot strip to allow development of a DTM surface model to be used to develop existing ground elevations for the proposed transmission main. Field locate trees 8-inches or larger in diameter.
 - b. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.
4. Locate and obtain copies of as-constructed drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Provide the CITY one copy of the water main as-constructed drawings for all project sites.
 5. Obtain CITY's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

Task 302 Preliminary Layout Drawing Review.

1. Generate base plan sheets of existing utilities and surface features along the proposed new water main alignment in the appropriate scale for construction drawings, incorporating CITY's GIS information, Pipeline Route Survey data, utility research, and review of the water main as-constructed drawings.
2. Meet with CITY staff to review the base plan sheets and provide recommendations on the specific water main alignment and receive CITY's comments and approval.

Task 303 Conduct Geotechnical Investigations.

1. DESIGN PROFESSIONAL through the services of a qualified geotechnical consultant shall conduct a geotechnical investigation along the alignment to ascertain subsurface characteristics and parameters required for design and construction of the pipeline including rock and groundwater, which could be encountered during construction.
2. For water main extension obtain borings at least every 200 feet to depth of excavation required for construction of the water main. Where rock is encountered, provide additional investigation to further define the extent of the rock and provide rock cores up to two locations to determine rock hardness and depth. DESIGN PROFESSIONAL shall prepare boring logs and geotechnical report to be made available to bidders of the project. DESIGN PROFESSIONAL shall survey boring locations and include the boring locations on the pipeline drawings.

Task 304 Incorporate Sustainable Design Elements and Envision™ Consideration.

1. DESIGN PROFESSIONAL shall assess opportunities along the alignment to incorporate “green” solutions and sustainable design elements and report findings of preliminary assessments to the CITY.
2. DESIGN PROFESSIONAL shall review identified opportunities with the CITY for incorporation into the Construction Contract Documents.
3. Envision™ Consideration. The Envision™ rating system is used by the City’s WSD to promote sustainability in a variety of infrastructure projects and to encourage sustainable approaches as an important part of project design. Envision™ will also be used to evaluate and grade the sustainability of project components as they are developed. The Design Professional shall incorporate the use of the Envision™ tool box through the design process and to determine the appropriate level for Envision™ certification.
4. DESIGN PROFESSIONAL will provide information to CITY regarding Envision system and its application to this project so that Envision criteria can be applied by the project team members to the project. DESIGN PROFESSIONAL will provide tracking of tasks and documentation for this project related to Envision to ensure compliance with the system requirements for the appropriate level of Envision™ certification.

Task 305 Prepare Stormwater Pollution Prevention Plan.

1. Using the CITY's approved template, the DESIGN PROFESSIONAL will prepare a Stormwater Pollution Prevention Plan document for the project for inclusion in the bidding documents, to be executed and implemented by the contractor. The plan will include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management as described in the CITY’s General Operating Permit (No: MOR100006) and 10 CSR 20-6.
2. DESIGN PROFESSIONAL shall include erosion control details and location of BMPs on the construction drawings and prepare technical specifications for erosion and sediment control and stormwater management.

Task 306 Prepare Traffic Control Notes, Locate Construction Entrances and Staging Areas

DESIGN PROFESSIONAL shall indicate by notes on the waterline plans traffic control requirements to be followed by the construction contractor where required. Also schematic locations of construction entrances and staging areas are to be shown on the waterline plan sheets.

Task 307 Prepare Landscape Planting Plans

1. During the field survey DESIGN PROFESSIONAL shall identify the specifics of all trees 8" in diameter or larger along the pipeline corridor to the extent feasible, and shall include this information in the project topographic base files. The perimeter of vegetative areas with diameters less than 8" shall also be recorded.
2. The DESIGN PROFESSIONAL shall inventory specimen trees within the pipeline corridor and include this information in the project base files.
3. Using base sheet information developed for the transmission main plan and profile drawings, DESIGN PROFESSIONAL shall develop surface restoration and planting plans.
4. Surface restoration will include design and layout of plant materials to provide permanent ground cover for areas disturbed by construction activities. Selected ground cover will be compatible with the surrounding plant materials.
5. DESIGN PROFESSIONAL shall develop planting plans and details to accommodate landscape replacement requests of the CITY's Parks & Recreation Department or private owners along the pipeline corridor including tree species and locations.
6. DESIGN PROFESSIONAL shall develop technical specifications for seeding, sodding, and plant materials for the project.
7. DESIGN PROFESSIONAL shall perform quantity take offs and develop construction cost estimates for surface restoration and planting work.

Task 308 Prepare Preliminary Construction Drawings.

1. DESIGN PROFESSIONAL shall prepare preliminary (60% complete) CADD construction drawings for water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the CITY's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on CITY's web page at <https://www.kcwaterservices.org/customer-service/resources/>). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations
2. The preliminary drawings shall include the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service

outages. A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.

Task 309 Submit 60% Completion – Drawings. DESIGN PROFESSIONAL will submit to the CITY a review set of construction drawings at the 60% design completion stage.

1. DESIGN PROFESSIONAL shall submit three copies of the drawings (60 percent complete) to WSD for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, page 15. DESIGN PROFESSIONAL shall meet with WSD staff to review the project progress and receive their review comments.
2. DESIGN PROFESSIONAL shall submit copies of the drawings (60 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard CITY's utility notification form.

Task 310 Preliminary Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the CITY. Preliminary opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

Task 311 Coordination with Public Works and Parks & Recreation Departments

1. Coordinate preliminary design and construction phasing with the Public Works Department relating to the adjacent roadway improvements projects under concurrent design. Provide the Public Works Department and its design consultants copies of 60% complete preliminary drawings for the water main extension for their review and comments.
2. Coordinate with the CITY's Parks & Recreation Department relating to the preliminary design of the pipeline through the Pleasant Valley Road Athletic Complex. Provide the Parks & Recreation Department copies of 60% complete preliminary drawings for the water main extension through the Pleasant Valley Road Athletic Complex for their review and comments.

Task 312 404 Permit DESIGN PROFESSIONAL shall prepare the 404 permit application form for the pipeline crossing a tributary of Shoal Creek. This task includes a site investigation to delineate the stream and wetlands and note habitat conditions. The forms, photo sheets, summary table, impact calculations, exhibits, and plans with cross section schematics will be prepared as part of this effort. A formal wetland/stream report is not included within this effort. The use of a Nationwide Permit (not an Individual Permit) is assumed to be applicable for this project along with no required

mitigation. This task does not include effort related to the CITY's Stream Buffer Ordinance or a SHPO Cultural Resource Survey.

Task 313 Envision Verification of Chouteau-Brighton DESIGN PROFESSIONAL shall file the Envision documentation prepared for the 80001802 transmission main project, with ISI (Institute for Sustainable Infrastructure). The filing process shall include the administration, filing fee and responding to clarification requests from ISI.

TASK 400 - FINAL DESIGN

Task 401 Prepare 90% Construction Drawings. DESIGN PROFESSIONAL shall prepare final (90 percent complete) CADD construction drawings for water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings should conform to the latest edition for the Standards and Specifications for Water Main Extensions and Relocations and incorporate CITY's previous review comments into the drawings.

Task 402 Submit 90% Completion – Drawings. DESIGN PROFESSIONAL shall submit to the WSD a review set of construction drawings at the 90% design completion stage.

1. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit three copies to the WSD for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, page 15. DESIGN PROFESSIONAL shall meet with WSD staff to review project progress and receive review comments on the final drawings.
2. DESIGN PROFESSIONAL shall submit copies of 90% complete drawings for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard CITY's utility notification form.
3. Provide the Parks & Recreation Department copies of 90% complete drawings for the 36-inch water main extension through the Pleasant Valley Road Athletic Complex for their review and comments.
4. Provide the Public Works Department and its design consultants for adjacent road improvement projects copies of 90% complete drawings for the 36-inch water main extension for their review and comments.

Task 403 Prepare Easement Legal Descriptions and Exhibits. Reserved (assuming none)

Task 404 Prepare 100% draft Construction Drawings. DESIGN PROFESSIONAL shall prepare 100% draft CADD construction drawings for the water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepared drawings will include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings shall conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations and incorporate CITY's previous review comments into the drawings.

Task 405. Submit 100% draft Construction Drawings. DESIGN PROFESSIONAL shall submit to the WSD a review set of construction drawings at the 100% draft design completion stage.

1. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit three copies to the WSD for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, Page 15. DESIGN PROFESSIONAL shall meet with WSD staff to review project progress and receive review comments on the 100% draft construction drawings.
2. Utility Coordination - DESIGN PROFESSIONAL shall submit copies of drawings (100% draft complete) for review and comments to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard CITY's utilities notification Form No. 4, and revise and update the construction plans as required to effectively show the type, size, and location of existing and proposed utilities in the corridor.
3. Provide the Parks & Recreation Department copies of drawings (100% draft complete) for the water main extension through the Pleasant Valley Road Athletic Complex for their review and comments.
4. Provide the Public Works Department and its design consultants for adjacent road improvement projects copies of drawings (100% draft complete) for the 36-inch water main extension for their review and comments.

Task 406 Finalize Drawings for Bidding. DESIGN PROFESSIONAL will address review comments received on the 100% draft submittal and finalize the construction drawings. Three copies of the final construction drawings will be submitted to WSD for review. After receipt of the review comments on the final construction drawings, DESIGN PROFESSIONAL shall revise the drawings and include all revisions and additions required by WSD. DESIGN PROFESSIONAL shall provide WSD 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; and a computer disk containing the drawing sheets as a single pdf set and separate pdfs per sheet in the format required in Attachment B and electronic files in the latest version of AutoCAD. The disk shall be labeled with the project

Name, WSD Project Number, WSD Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data.

Task 407 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 WSD. Final opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

TASK SERIES 500 – BID PHASE SERVICES

Task 501 Interpret Documents and Prepare Addenda.

1. DESIGN PROFESSIONAL will receive and respond to questions asked by potential bidders, suppliers, vendors, and subcontractors regarding construction of new transmission main as shown on the Bidding and Construction Contract Documents. DESIGN PROFESSIONAL will interpret Construction Contract Drawings and Specifications, and as required, provide written response to questions requiring clarification or changes during the bidding period through the issuance of addenda.
2. DESIGN PROFESSIONAL will prepare addenda to the Bidding and Construction Contract Documents as required.

TASK SERIES 600 – CONSTRUCTION PHASE SERVICES Reserved (assuming none)

TASK SERIES 700 – OPTIONAL SERVICES

Any work requested by the CITY that is not stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's maximum amount of compensation for the Basic Scope of Services includes a total allowance amount of \$_____ for Optional Services not yet authorized by CITY that may be required during 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.

END OF ATTACHMENT A

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

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

Attachment C

Fee and Rates



8/10/2017

HNTB Job No. 69523 (KCMO Project 80002027) Contract 9265
 36-inch Water Main Extension, NB 64th St and N Brighton Ave to NB Pleasant Valley Rd near Searcy Creek Parkway (Brighton-Searcy)

DESIGN PROFESSIONAL LABOR

Task Summary	DIRECT LABOR & EXPENSES	
	HOURS	COST
Transmission Main Design	1,789	\$225,172
SUBTOTAL		\$225,172

EXPENSES

Expense Item	COST
Printing/Plotting Expenses	\$2,162
Talafarro & Browne (MBE) – Scope Tasks: 105, 107, 301, 303.2 survey, 307 & 403	\$72,838 14.0% of Total Fee
Shockey Consulting (WBE) – Scope Tasks: 107 support, 201, 202, 304 & 313	\$20,811 4.0% of Total Fee
LC (WBE) - Scope Tasks: 305, 310 & 407	\$20,811 4.0% of Total Fee
TSI – Scope Tasks: 303 as lead	\$33,715 6.5% of Total Fee
Task Expenses (potential MBE & WBE fees in excess of project goal)	\$64,765
SUBTOTAL	\$215,102

BASE FEE (WITHOUT OPTIONAL SERVICES) SUBTOTAL =	\$440,274
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OPTIONAL SERVICES

	COST
15.38% of Total Fee	\$80,000
SUBTOTAL (OPTIONAL SERVICES)	\$80,000

FEE WITH OPTIONAL SERVICES TOTAL =	\$520,274
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HNTB Job No. 69523 (KCMO Project 80002027) Contract 9265

36-inch Water Main Extension, NE 64th St and N Brighton Ave to NE Pleasant Valley Rd near Searcy Creek Parkway (Brighton-Searcy)

BASE FEE - PERSON-HOUR TASK BREAKOUT FOR: HNTB SUMMARY

		Project Manager	Project Engineer	Staff Engineer	Technician / GIS	Admin.	TOTAL
Transmission Main Design							
Task 100	Project Management and Administration						
101	Project Management Services	60				12	72
102	Monthly Invoicing and Project Status Reports (6)	12				6	18
103	Subcontractor Agreements and Administration	40				20	60
104	Quality Control	12	16	16			44
105	Project Kickoff Meeting	4	4			1	9
106	Work Plan	16				6	22
107	Monthly Progress Meetings (6)	12	12			6	30
	SUBTOTAL	156	32	16	0	51	255
Task 200	Public Information Program						
201	Impacted Landowner Research and Outreach						0
202	Public Information (Sheet, Meetings, Web Page, and Foam)	4	4		24		32
	SUBTOTAL	4	4	0	24	0	32
Task 300	Preliminary Design						
301	Field and Record Investigations and Pipeline Route	18	10				28
302	Preliminary Layout Drawing	16	24	16	40		96
303	Conduct Geotechnical Investigations	2	2	2	2		8
304	Incorporate Sustainable Design Elements and Envision	8					8
305	Prepare Stormwater Pollution Prevention Plan	2	2	2	2		8
306	Prepare Traffic Control Notes (& Staging Areas)	4	8	16	10		44
307	Landscape Planting Plan	2	2	2	2		8
308	Prepare Preliminary (60%) Construction Drawings	48	120	180	180		528
309	Submit 60% Completion Drawings	8	8	16		4	36
310	Preliminary Opinion of Probable Construction Cost	2	4				6
311	Coordination with Parks & Recreation and Public Works	16	4				20
312	404 Permit Preparation w/ Stream and Wetland	8	72	60			140
313	Envision Verification of Chouteau-Brighton	4					4
	SUBTOTAL	136	262	294	242	4	938
Task 400	Final Design						
401	Prepare 90% Construction Drawings	24	40	60	60		184
402	Submit 90% Construction Drawings	8	8	16		4	36
403	Prepare Easement Legal Descriptions and Easements (0)						0
404	Prepare 100% draft Construction Drawings	16	24	32	32		104
405	Submit 100% draft Construction Drawings	8	8	16		4	36
406	Finalize Drawings for Bidding	16	32	32	32		112
407	Prepare Final Opinion of Probable Cost	2	4				6
	SUBTOTAL	74	116	156	124	8	478
Task 500	Bid Phase Services						
	Respond to questions (6) regarding the Design Plans	12	12			6	30
	Prepare Design Plan Addenda (2)	8	16	16	16		56
		20	28	16	16	6	86
	SUBTOTAL	390	442	482	406	69	1,789
		22%	25%	27%	23%	4%	
3.04 Multiplier	DIRECT LABOR RATE (\$/hour)	\$ 68.94	\$ 41.45	\$ 33.19	\$ 26.70	\$ 32.74	
	LABOR BILLING RATE (\$/hour)	\$207.75	\$126.01	\$100.89	\$81.18	\$99.53	
	SUBTOTAL COST	\$81,022	\$35,697	\$48,628	\$32,959	\$6,867	\$225,172

Assumptions

- 1) Six (6) month project schedule
- 2) Task 303 - assuming 31 borings
- 3) Task 304 - stormwater BMPs are not included in this estimate
- 4) Task 312 - Assumes a Nationwide Permit will be applicable.
- 5) Task 312 - Assumes no mitigation will be required, and is not included in this estimate.
- 6) Task 312 - Project (utility corridor) is exempt of Stream Buffer Ordinance requirements, which are not included in this estimate.
- 7) Task 312 - The requirement for a cultural resources survey will not be known until the 404 permit is being processed, and is not included in this estimate.
- 8) Task 312 - A formal wetland/stream report will not be prepared. Wetland/stream forms, photo sheets, and exhibits will be attachments to permit application.
- 9) Task 313 - Assuming ISI Envision registration fee is \$1,000 and verification fee is \$7,000, as shown in Shockey expenses.
- 10) Task 403 - no easements
- 11) Task 501 - It is understood that these addenda are typically minor.
- 12) Task 501 - Pre-Bid Meeting not included
- 13) Assuming through park and not along roadway(s) alignment.
- 14) No design of new or affected PW or Park amenities.

HNTB

HNTB Job No. 69523 (KCMO Project 80002027) Contract 9265

36-inch Water Main Extension, NE 64th St and N Brighton Ave to NE Pleasant Valley Rd near Searcy Creek Parkway (Brighton-Searcy)

EXPENSES

		8 1/2 x 11 B&W	11 x 17 B&W	8 1/2 x 11 Color	11 x 17 Color	23 x 34	23 x 34 Color		TOTAL
Transmission Main Design									
100	Project Management and Administration	200	50	20	20				290
200	Public Information Program	50	50	20	20	10	20		170
300	Preliminary Design	50	50	20	20	160	80		380
400	Final Design	50	50	20	20	360	120		620
500	Bid Phase Services	20	20	10	10	20			80
600	Construction Phase Services								0
	SUBTOTAL	970	230	90	90	550	220		1540
		24.03%	14.29%	5.84%	5.84%	35.71%	14.29%		
	COUNT	970	230	90	90	550	220		1,540
	UNIT COST	\$ 0.05	\$0.10	\$0.40	\$0.80	\$1.00	\$4.58		
	PRINTING, COPY and SCAN COSTS	\$ 18.50	\$ 23.00	\$ 36.00	\$ 72.00	\$ 550.00	\$ 963.60		\$ 1,662.10

MISCELLANEOUS COSTS \$ 500.00

TOTAL HNTB EXPENSES \$ 2,162

Task	Description	Engineer VH	Engineer VJ	Land Surveyor	Tech. VJ	LA W	Survey Crew	Principal	Total Hours	Item Total	Task Total
105	Project Kickoff Meeting										
	1. Attend Project Kickoff Meeting	2	0	0	0	2	0	0		\$170.00	
	Sub Total										\$334.00
107	Progress Meetings										
	1. Attend up to 6 Progress Meetings with City	18	0	0	0	18	0	0		\$1,530.00	
	Sub Total										\$4,851.20
301.1	Transmission Main Alignment Study										
	1. Data Collection	4	4	0	0	0	0	0	4	\$173.00	
	2. Assemble GIS Data Mapping Files	0	0	0	0	0	0	0	0	\$346.00	
	3. Coordination with N. Brighton Ave. Project	4	0	0	0	4	0	0	0	\$340.00	
	4. Coordination with Valley Project	4	0	0	0	4	0	0	0	\$340.00	
	5. Coordination with Parks and Recreation Department	0	0	0	0	4	0	0	0	\$114.00	
	6. Site Visits to View Alignments (3 assumed)	3	0	0	0	0	0	0	11	\$480.00	
	7. Attend WSD in Presentation to Parks Board	4	0	0	0	4	0	0	0	\$340.00	
	8. Develop Alignment Concepts for Study up to 3 Concepts	4	0	0	0	4	0	0	16	\$688.00	
	9. Develop Alignment Exhibits (for Selected Alignment)								0	\$0.00	
	10. Overall Alignment Exhibit (1"=600' Approx. Enlarged Cut Sheets at 1"=100' for Preferred Alignment)	4	0	0	12	4	0	0	24	\$1,152.00	
	10. Summary Alignment Memorandum	4	0	0	0	4	0	0	44	\$1,752.00	
	11. Attend Review Meeting (included in Progress Mts)	3	0	0	0	4	0	0	0	\$0.00	
	12. Develop Budget Estimate for the Preferred Alignment	4	0	0	0	4	0	0	16	\$688.00	
	13. Review and Revisions Exhibit & Summary Memo	4	0	0	0	4	0	0	16	\$688.00	
	Sub Total										\$27,429.92

Task Fee
105 \$ 518.80

107 \$ 4,651.20

301 \$ 27,429.92

Task	Description	Engineer VH	Engineer VJ	Land Surveyor	Tech. VJ	LA W	Survey Crew	Principal	Total Hours	Item Total	Task Total
301.2	Preliminary Utility Coordination								0		
	1. Send out improvement Notice 1	0	0	0	0	0	0	0	16	\$648.00	
	2. File certified non responses	0	4	0	0	0	0	0	4	\$173.00	
	3. Compile Responses to Improvement Notice	0	0	0	0	0	0	0	16	\$648.00	
	Sub Total										\$4,453.60
301.3	Pipeline Route Survey and Right-of-Way								0		
	1. Field Stake & Utility Agreements w/WRD, Parks & PW	0	0	0	0	0	0	0	24	\$936.00	
	2. Field Survey See Attached Proposal								0		
	Sub Total										\$ 2,845.44
303.2	Geotechnical Investigations								0		
	1. Coordinate Boring Locations	0	0	4	0	0	0	0	4	\$128.00	
	2. Field Stake Boring Locations (see attached proposal)								0		
	Sub Total										\$ 389.12
307	Landscape Planting Plan								0		
	1. Identify species of trees 8" and larger	0	0	0	4	0	0	0	20	\$714.00	
	2. Coordinate with Parks & Rec to identify specimen trees	0	0	0	0	4	0	0	4	\$154.00	
	3. Develop Planting and Restoration Plan for Disturbed Area	0	0	0	40	16	0	0	60	\$2,160.00	
	4. Develop Planting Details	0	0	0	4	4	0	0	8	\$304.00	
	5. Planting & Seeding Specifications	0	0	0	0	0	0	0	8	\$304.00	
	6. Planting & Seeding Quantities and Estimate	0	0	0	0	0	0	0	16	\$608.00	
	Sub Total										\$12,780.16
400	Escrow Descriptions & Exhibits								0		
	1. See Attached Proposal (0 Parcels Assumed)								0		
	TOTAL HOURS	78	104	20	116	120	0	0	438		
	HOURLY RATE	\$49.50	\$43.25	\$12.00	\$11.50	\$88.00	\$49.27	\$83.00			
	Labor Cost	\$3,540	\$4,456	\$600	\$4,330	\$4,070	\$0	\$0	\$17,856		

301 \$ 4,453.60

301 \$ 2,845.44

303 \$ 389.12

307 \$ 12,780.16

603

Task	Description	Engineer VH	Engineer VJ	Land Surveyor	Tech. VJ	LA W	Survey Crew	Principal	Total Hours	Item Total	Task Total
	Tallaferro & Browne Sub Total Labor									\$17,856	
	Multiplying by 0.85										
	Tallaferro & Browne Design Sub Total									\$63,764	
	ASSUMPTIONS										
	1. WSD will Obtain GIS Data for Project									Fee	
	2. Survey Center Width 60' Centered on As Stated Alignment after foliage is down									\$60,000	
	3. Field Survey to Locate Trees 6" Dia. Within 60' Center									\$4,922	
	4. Preparation of legal descriptions and parcel drawings will participate at this time.									00	
	Survey Fee Subtotal (See Assumption 1, 2, 3 & 4)									\$4,922	
	Direct Expenses										
	Rate									Amount	
	O&E Projects (Reduce 0 Parcels at 1400)									30	
	Printing									3000	
	Delivery									2000	
	Total Direct Expenses									\$700	
	Total Project Fee									\$18,286	

301 \$ 49,600.00

303 \$ 4,922.00

403 \$ -

403 \$ -

301 \$ 500.00

301 \$ 200.00

Shockey \$ 46,577

27-Jul-17		SHOCKEY CONSULTING SERVICES								Task	Fee
Transmission Main (Brighton - Inaroy) - Kansas City, MO		Subcontractor	Contractor	Consultant	Specialist	Administrative Support	Hours	Per	Expenses	Task Sub-Total (Fees + Expenses)	
Hourly Rate		\$210	\$125	\$90	\$30	\$60					
Task 202	Project Information Sheet: develop a project information and data sheet and coordinate its distribution with the CITY (city distributes to property owners)										
	Create template	8.0	3.0	0.0	0.0	0.0	3.0				
	Prepare content	1.0	5.0	0.0	0.0	0.0	6.0				
	Manage proofs and printing	0.0	0.0	0.0	0.0	0.0	0.0				
	Create and manage distribution lists	0.0	0.0	0.0	0.0	0.0	0.0				
	Distribute items, if this includes mailing, include mailing costs	0.0	0.0	0.0	0.0	0.0	0.0				
	Provide final version to client in electronic format	0.0	2.0	0.0	0.0	0.0	2.0				
	Hours	9.0	10.0	0.0	0.0	0.0	14.0				
	Fee	\$2,100	\$1,250	\$0	\$0	\$0		\$1,400	\$0	\$1,400	
Task 202	Website Fact Sheet (2 updates) - Assign the CITY in preparing and updating the content of project specific information to be placed on the City's web page. The web page assistance is based on two updates, one during design and the other during construction.										
	Create template	0.0	0.0	0.0	0.0	0.0	0.0				
	Prepare content	1.0	2.0	0.0	0.0	0.0	3.0				
	Manage proofs and printing	0.0	0.0	0.0	0.0	0.0	0.0				
	Create and manage distribution lists	0.0	0.0	0.0	0.0	0.0	0.0				
	Distribute items, if this includes mailing, include mailing costs	0.0	0.0	0.0	0.0	0.0	0.0				
	Update content	0.0	2.0	0.0	0.0	0.0	2.0				
	Provide final version to client in electronic format	0.0	0.0	0.0	0.0	0.0	0.0				
	Hours	1.0	4.0	0.0	0.0	0.0	5.0				
	Fee	\$210	\$500	\$0	\$0	\$0		\$710	\$0	\$710	
Task 202	Stakeholder Meetings (3) - Make arrangements for and assist CITY in conducting stakeholder meetings between the project team and other interested parties. Coordinate the CITY and develop a MS PowerPoint presentation to be presented by CITY at each stakeholder meeting. The stakeholder meeting services is based on conducting three (3) stakeholder meetings. Meet with client to identify needs and objectives. Develop meeting materials (powerpoint presentation, agenda, sign-in, etc). Manage logistics. Conduct interviews. Prepare interview summary document and distribute. Facilitate Meetings.										
	Meet with client to identify needs and objectives	0.0	0.0	0.0	0.0	0.0	0.0				
	Develop meeting materials (powerpoint presentation, agenda, sign-in, etc)	1.0	10.0	0.0	0.0	0.0	11.0		430		
	Manage logistics	0.0	0.0	0.0	0.0	1.0	1.0		300		
	Conduct interviews	0.0	0.0	0.0	0.0	0.0	0.0		0.0		
	Prepare interview summary document and distribute	0.0	8.0	0.0	0.0	0.0	8.0		75		
	Facilitate Meetings	0.0	24.0	0.0	0.0	0.0	24.0		75		
	Hours	1.0	42.0	0.0	0.0	1.0	44.0				
	Fee	\$210	\$5,250	\$0	\$0	\$60		\$5,510	\$225	\$5,735	
Task 202	Project Signs - If requested by the CITY, develop the layout and graphics for production of four hoard project signs for stakeholder meetings (3). Develop boards for public meeting.										
	Develop layout and graphics	0.0	8.0	0.0	0.0	0.0	8.0		1900		
	Develop boards for public meeting	0.0	8.0	0.0	0.0	0.0	8.0		1900		
	Hours	0.0	16.0	0.0	0.0	0.0	16.0				
	Fee	\$0	\$790	\$0	\$0	\$0		\$790	\$1,100	\$1,890	
Task 107	Progress Meetings: Ongoing project correspondence (phone & email). Project team Progress meetings (6 meetings). Manage logistics. Prepare and distribute meeting summaries.										
	Ongoing project correspondence (phone & email)	3.0	17.0	0.0	0.0	0.0	21.0				
	Project team Progress meetings (6 meetings)	0.0	24.0	0.0	0.0	0.0	24.0		150		
	Manage logistics	0.0	0.0	0.0	0.0	0.0	0.0		0.0		
	Prepare and distribute meeting summaries	0.0	12.0	0.0	0.0	0.0	12.0				
	Hours	3.0	43.0	0.0	0.0	0.0	46.0				
	Fee	\$630	\$5,400	\$0	\$0	\$360		\$6,390	\$150	\$6,540	
Task 201	Public Outreach List - Conduct research to determine interested parties along the proposed alignment. Develop database with contact information. Prepare postcard mailer for three stakeholder meetings. Develop list of stakeholders. Design and print postcards - up to 500 total.										
	Conduct research to determine interested parties	0.0	4.0	0.0	0.0	0.0	4.0		100		
	Develop database with contact information	0.0	12.0	0.0	0.0	0.0	12.0		1000		
	Prepare postcard mailer for three stakeholder meetings	0.0	0.0	0.0	0.0	0.0	0.0		0.0		
	Design and print postcards - up to 500 total	0.0	10.0	0.0	0.0	0.0	10.0		25.0		
	Hours	0.0	26.0	0.0	0.0	0.0	26.0				
	Fee	\$0	\$1,000	\$0	\$0	\$420		\$1,420	\$1,062	\$2,482	
Task 304	Incorporate Sustainable Design Elements and Emission Consideration: Project management. City and Stakeholder meetings (6 meetings). Emission assessment, guidance, documentation. Conduct interviews. Ongoing correspondence (phone & email).										
	Project management	0.0	30.0	0.0	0.0	0.0	30.0				
	City and Stakeholder meetings (6 meetings)	0.0	18.0	0.0	0.0	0.0	18.0		150		
	Emission assessment, guidance, documentation	0.0	30.0	0.0	0.0	0.0	30.0				
	Conduct interviews	0.0	0.0	0.0	0.0	0.0	0.0		0.0		
	Ongoing correspondence (phone & email)	0.0	15.0	0.0	0.0	0.0	15.0				
	Hours	0.0	83.0	0.0	0.0	0.0	83.0				
	Fee	\$0	\$18,675	\$0	\$0	\$0		\$18,675	\$150	\$18,825	
Task 313	Emission Verification For Construction Brighton Phase: Administration: project management, communications, and coordination and response identification for Verification Process to Verification Registrar and Submission Fees.										
	Administration: project management, communications, and coordination	0.0	11.0	0.0	0.0	0.0	11.0		8000		
	response identification for Verification Process to Verification Registrar and Submission Fees	0.0	0.0	0.0	0.0	0.0	0.0		0.0		
	Hours	0.0	11.0	0.0	0.0	0.0	11.0				
	Fee	\$0	\$4,950	\$0	\$0	\$0		\$4,950	\$6,800	\$11,750	
TOTAL HOURS AND FEES		4.0	174.0	0.0	0.0	10.0	184.0		\$14,700	\$11,867	\$26,567

Task	Fee
202	\$ 1,480
202	\$ 710
202	\$ 6,335
202	\$ 2,550
107	\$ 7,140
201	\$ 3,482
304	\$ 10,525
313	\$ 14,375

LC

\$24,360.00

LC Engineers, P.A.
dba LC Engineers, P.C. (Missouri)

7/3/2017

Kansas City, Missouri
Brighton-Searcy Transmission Main

Fee Proposal

	Principal Engineer Hours	Senior Engineer Hours	Technician Hours
Final Design Plans			
Task 305	3	50	90
Task 310	4	40	
Task 407	2	20	
PLANS HOURS	9	110	90
Hourly Rate	\$65.79	\$49.35	\$21.38
Total Fee Final Plans	\$592.11	\$5,428.50	\$1,924.20

\$600.00	\$7,501.20	\$5,849.57	\$207.78	\$14,158.55
\$800.01	\$6,000.96	\$0.00		\$6,800.97
\$400.00	\$3,000.48	\$0.00		\$3,400.48

Subtotal of Direct Labor		\$7,944.81
Multiplier	3.04	
Subtotal of Labor		\$24,152.22
Plotting	1 @	\$207.78

Total Final Fee **\$24,360.00**

TSI \$ 33,715.00

Geotechnical Study Cost Estimate 2017 Revised

Proposal No.: KCM17076

Date: 7/5/2017

p. 1 of 2

Project Name: Water Transmission Main N. Brighton to NE Pleasant Valley

By: BWR

No. Borings: 31 borings to 15 feet or AR, w/4 borings also including 10 feet of rock core.

PLANNING/START UP	Principal	Grp. Mgr.	Engr. VI	Engr. II	Eng I/Tech	Clerical	Fee
			2	4			\$0.00

FIELD INVESTIGATION

Engineering

Meetings - Scope, Various, Lit Review							
Review Info and Utilities				1	2		
Traffic Control Coordination/Permits							
Drilling Supervision/Observation				8	60		
Daily Truck Usage 6 @ \$45.00						Subtotal	\$270.00

Unit Drilling Prices

Drill Rig and Crew, Detailed Estimate on Sheet 2							\$16,490.50
City Excavation Permit @ \$150.00 each							\$0.00
City Traffic Control Permit @ \$150.00 each							\$0.00
Piezo/Well Protector @ \$168.00 each for stick up							\$0.00
Piezo/Well Protector @ \$300.00 each for flush mount							\$0.00
Tree Clearing (4 hour min) @ \$275.00 per hour							\$0.00
Safety Cones and Signage @ \$200.00 per day							\$0.00
Traffic Control w/ flaggers @ \$1,500.00 per day							\$0.00
						Subtotal Drill + Markup 0%	\$16,490.50

LABORATORY TESTING

Supervision

					1		
Moisture Content 119 @ \$4.50							\$535.50
Extrusion 5 @ \$15.00							\$75.00
Unit Weight 5 @ \$25.00							\$125.00
Unconfined Compression 5 @ \$55.00							\$275.00
Atterberg Limits 10 @ \$70.00							\$700.00
Sieve (no hydrometer) @ \$70.00							\$0.00
Hydrometer @ \$70.00							\$0.00
Lab Corrosion Testing Suite @ \$220.00							\$0.00
1-D Consolidation @ \$450.00							\$0.00
CBR/Std Proctor @ \$650.00							\$0.00
Rock - Unconfined Compr. 10 @ \$65.00							\$650.00
Core Photos 6 @ \$35.00							\$210.00
						Subtotal/Lab:	\$2,570.50

ANALYSIS AND REPORT PREPARATION

Report Documents

Vicinity Map				1	2		
Site and Boring Location Plan				2	4		
Boring Logs				2	8		
Subsurface Profiles (gINT)				4	6		
Tables							

Analysis

Foundations							
Settlement							
Groundwater Considerations				1	2		
Excavation Considerations				1	2		
Dewatering/Infiltration Considerations				2	4		
Seismic				1	2		
Pavement Recommendations							

Report Preparation

Manhours		4	6	14	8	2	
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GEOTECHNICAL STUDY TOTAL

Manhour Total	0	4	8	41	101	2	
Hourly Fee	\$65.00	\$66.50	\$32.00	\$37.50	\$25.00	\$15.00	
Labor Fee	\$0.00	\$266.00	\$416.00	\$1,537.50	\$2,525.00	\$30.00	
					Subtotal Engr. Cost		\$4,774.50
				Labor _ Overhead @ FAR	1.6898		\$8,067.95
				Profit @	12%		\$1,541.09
				PROJECT TOTAL:			\$33,714.54

TSI GEOTECHNICAL, INC.
 Water Transmission Main N. Brighton to NE Pleasant Valley
 KCM17076

2017 PRICING

TASK	QUANTITY	COST	EXTENSION
Mob/Demob, Local, within 60 miles one-way of TSi Office	@	\$350.00 Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi OfficeATV Rig	1 @	\$500.00 Lump Sum	\$500.00
Mob/Demob, Long dist., beyond 60 miles each way	@	\$4.75 / mile	\$0.00
Daily Rig Usage Charge.....ATV	6 @	\$600.00 / day	\$3,600.00
Daily Truck Usage Charge.....Support Truck	6 @	\$95.00 / day	\$570.00
Little Beaver Auger Rig	@	\$125.00 / day	\$0.00
2-person Drill Crew (for hand augering)	8 @	\$180.00 / hour	\$1,440.00
Per Diem	@	\$120.00 / day	\$0.00
Concrete Coring	@	\$14.75 / inch	\$0.00
Asphalt Coring	@	\$9.00 / inch	\$0.00
Coring Machine and Generator	@	\$125.00 / day	\$0.00
Continuous Flight Augering 0 to 50'	465 @	\$7.50 / feet	\$3,487.50
Continuous Flight Augering51 to 100'	@	\$8.50 / feet	\$0.00
Hollow-Stem Augering (HSA).... 0 to 50'	@	\$11.00 / feet	\$0.00
Hollow-Stem Augering (HSA).....51 to 100'	@	\$13.00 / feet	\$0.00
Hollow-Stem Augering (HSA).....below 100'	@	\$16.50 / feet	\$0.00
Hard Drilling, Fill, Rubble, etc	@	\$16.50 / feet	\$0.00
Setup to Mud Rotary or Core	4 @	\$120.00 / each	\$480.00
Mud Rotary.....0 to 50'	@	\$13.00 / feet	\$0.00
Mud Rotary.....51 to 100'	@	\$15.00 / feet	\$0.00
Mud Rotary, Bedrock	@	\$18.50 / feet	\$0.00
Split Spoon Sample (SS).....0 to 50'	119 @	\$12.00 each	\$1,428.00
Split Spoon Sample (SS).....51 to 75'	@	\$21.00 each	\$0.00
Split Spoon Sample (SS).....76 to 100'	@	\$39.00 each	\$0.00
Split Spoon Sample (SS).....below 100'	@	\$43.00 each	\$0.00
Shelby Tube Sample (ST).....0 to 50'	5 @	\$27.00 each	\$135.00
Shelby Tube Sample (ST).....51' to 75'	@	\$38.00 each	\$0.00
Shelby Tube Sample (ST).....76' to 100'	@	\$45.00 each	\$0.00
Shelby Tube Sample (ST).....below 100'	@	\$48.00 each	\$0.00
Setup on Borings 10' or Less	@	\$25.00 each	\$0.00
Asphalt Repair, Remove Cuttings	@	\$45.00 each	\$0.00
Rock Coring.....0 to 50'	40 @	\$35.00 / feet	\$1,400.00
Rock Coring.....51 to 100'	@	\$46.50 / feet	\$0.00
Rock Coring.....below 100'	@	\$48.00 / feet	\$0.00
Core Boxes	4 @	\$12.50 / each	\$50.00
Standby, load and unload, etc.	10 @	\$180.00 / hour	\$1,800.00
Grout Backfill Borings	@	\$7.00 / foot	\$0.00
Piezometer Installation	@	\$180.00 / hour	\$0.00
2" PVC SCREEN	@	\$5.25 / feet	\$0.00
2" PVC Riser	@	\$7.75 / feet	\$0.00
Flush Mount and Lock	@	\$300.00 each	\$0.00
Bumper Post - 5 Feet Long Steel	@	\$104.50 each	\$0.00
Bentonite Chips	@	\$17.75 / bag	\$0.00
Filter Sand	@	\$13.50 / bag	\$0.00
Ready Mix	@	\$8.25 / bag	\$0.00
Packer Test Equipment	@	\$210.00 / day	\$0.00
Local Travel	@	\$1.35 / mile	\$0.00
2" Centrifugal Trash Pump	@	\$40.00 / day	\$0.00
Chainsaw Rental	@	\$65.00 / day	\$0.00
High lift/Back hoe rental	16 @	\$100.00 hour	\$1,600.00
Dynamic Cone Penetrometers	@	\$90.00 each	\$0.00
Daylighting (potholing) for possible utility conflicts	@	\$300.00 / hour	\$0.00
Maryland Infiltration Test	@	\$500.00 each	\$0.00
Read Infiltration Test	@	\$75.00 hour	\$0.00
		Total	\$16,490.50

Design Professional : HNTB Corporation

Project: 36-Inch Water Main Extension: NE 64th Street and N Brighton Ave to NE Pleasant Valley Rd near Searcy Creek Parkway

Project No: 80002027

WSD Contract No: 9265

As of 7/21/2017

Classification	Proposed Rates		Proposed Rates with Multiplier	
	Minimum	Maximum	Minimum	Maximum
Principal	\$ 94.00	\$ 135.00	\$ 285.00	\$ 411.00
Group Director	\$ 70.00	\$ 106.00	\$ 212.00	\$ 323.00
Senior Project Manager	\$ 68.00	\$ 97.00	\$ 206.00	\$ 295.00
Department Manager	\$ 63.00	\$ 82.00	\$ 191.00	\$ 250.00
Senior Technical Advisor	\$ 53.00	\$ 76.00	\$ 161.00	\$ 232.00
Section Manager	\$ 59.00	\$ 75.00	\$ 179.00	\$ 228.00
Principal Engineer	\$ 80.00	\$ 91.00	\$ 243.00	\$ 277.00
Project Manager II	\$ 55.00	\$ 74.00	\$ 167.00	\$ 225.00
Project Manager I	\$ 48.00	\$ 62.00	\$ 145.00	\$ 189.00
Senior Planner	\$ 50.00	\$ 56.00	\$ 152.00	\$ 171.00
Senior Project Engineer	\$ 49.00	\$ 67.00	\$ 148.00	\$ 204.00
Senior Staff Engineer	\$ 44.00	\$ 55.00	\$ 133.00	\$ 168.00
Project Engineer	\$ 39.00	\$ 60.00	\$ 118.00	\$ 183.00
Engineer III	\$ 36.00	\$ 48.00	\$ 109.00	\$ 146.00
Engineer II	\$ 30.00	\$ 40.00	\$ 91.00	\$ 122.00
Engineer I	\$ 27.00	\$ 36.00	\$ 82.00	\$ 110.00
Intern Engineer	\$ 17.00	\$ 25.00	\$ 51.00	\$ 76.00
Landscape Architect	\$ 50.00	\$ 60.00	\$ 152.00	\$ 183.00
Environmental Specialist	\$ 42.00	\$ 50.00	\$ 127.00	\$ 152.00
Technician Specialist	\$ 43.00	\$ 27.00	\$ 130.00	\$ 83.00
Senior Technician	\$ 34.00	\$ 54.00	\$ 103.00	\$ 165.00
Technician III	\$ 33.00	\$ 38.00	\$ 100.00	\$ 116.00
Technician II	\$ 25.00	\$ 35.00	\$ 76.00	\$ 107.00
Technician I	\$ 20.00	\$ 28.00	\$ 60.00	\$ 86.00
Intern Technician	\$ 15.00	\$ 21.00	\$ 45.00	\$ 64.00
Public Involvement Manager	\$ 44.00	\$ 52.00	\$ 133.00	\$ 159.00
Office Business Manager	\$ 49.00	\$ 60.00	\$ 148.00	\$ 183.00
Senior Project Analyst	\$ 36.00	\$ 47.00	\$ 109.00	\$ 143.00
Project Analyst II	\$ 30.00	\$ 37.00	\$ 91.00	\$ 113.00
Project Analyst I	\$ 23.00	\$ 30.00	\$ 69.00	\$ 92.00
Office Administration Manager	\$ 32.00	\$ 43.00	\$ 97.00	\$ 131.00
Office Administrator	\$ 27.00	\$ 35.00	\$ 82.00	\$ 107.00
Administrative Assistant	\$ 18.00	\$ 27.00	\$ 54.00	\$ 83.00

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

- b. Name of M/WBE Firm Shockey Consulting Services, LLC (WBE)
 Address 12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215
 Telephone No. 913.248.9585
 I.R.S. No. 48-1206747
- c. Name of M/WBE Firm LC Engineers, P.C. (WBE)
 Address 12315 Wenonga Lane, Leawood, Kansas 66209
 Telephone No. 913.491.0431
 I.R.S. No. 20-0524959

(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 & Browne, Inc</u>	<u>Contractor</u>	<u>\$72,838</u>	<u>100</u>	<u>14%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		<u>\$72,838</u>		<u>14%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Shockey Consulting Services, LLC</u>	<u>Contractor</u>	<u>\$20,811</u>	<u>100</u>	<u>4%</u>
<u>LC Engineers, P.C.</u>	<u>Contractor</u>	<u>\$20,811</u>	<u>100</u>	<u>4%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		<u>\$41,622</u>		<u>8%</u>

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: John Blancett

Address: 715 Kirk Drive

Kansas City, MO 64105

Phone Number: 816.572.2539

Facsimile number: 816.472.4086

E-mail Address: jblancett@hntb.com

By: J. Blot
Title: Project Manager
Date: 8-10-17
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 10th day of August, 2017

My Commission Expires: 8/21/2018 Sebrich S. Caporietto
Notary Public



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Wayne Feuerborn, acting in my capacity as Vice President
(Name) (Position with Firm)
of HNTB Corporation, 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	<u>X- 210 days (Specify)</u>				

Throughout	___	<u>X</u>	Beginning 1/3	___				
Middle 1/3	___		Final 1/3	___				
Beginning 1/3	<u>60</u>	%	Middle 1/3	<u>30</u>	%	Final 1/3	<u>10</u>	%

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.

Wayne Feuerborn
(Signature)
Vice President
(Position with Firm)
8/11/2017
(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: HNTB Corporation

ADDRESS: 715 Kirk Dr., Kansas City, MO 64105

PROJECT NUMBER OR TITLE: Water Services Department Project No. 80002027

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	14% MBE	8% WBE
Contractor Utilization Plan:	14% MBE	8% WBE

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

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

a. A substitution of the certified MBE/WBE firm _____
(Name of new firm)

to perform _____
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently
(Name of old firm)

listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

perform the following scope of work: _____
(Scope of work of old firm)

b. A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

 % MBE % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

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

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

The Undersigned, Wayne Feuerborn of lawful age, being first duly sworn, states under oath as follows:
(Name)

1. I am the Vice President of HNTB Corporation who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. 80002027 and Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy.

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 Taliaferro & Browne, Inc. (MBE)
Address 1020 East 8th Street, Kansas City, Missouri 64106
Telephone Number 816.283.3456
IRS Number 48-0758891
Area/Scope*of Work Meetings: Field and Record Investigations; Pipeline Route Surveys; Alignment Study; Survey of Geotechnical Borings; Landscape Planting Plan
Subcontract Final Amount _____

2. Name of MBE/WBE Firm Shockey Consulting Services, LLC (WBE)
Address 12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215
Telephone Number 913.248.9585
IRS Number 48-1206747
Area/Scope*of Work Meetings: Minutes; Impacted Landowner Research and Outreach Public Information; Envision Tracking; Envision Verification
Subcontract Final Amount _____

3. Name of MBE/WBE Firm LC Engineers, P.C. (WBE)
 Address 12315 Wenona Lane, Leawood, Kansas 66209
 Telephone Number 913.491.0431
 IRS Number 20-0524959
 Area/Scope*of Work Opinion of Probable Costs: Stormwater Pollution Prevention Plan
 Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

CONTRACTOR _____

By _____
 (Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)

) ss:

COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Meetings; Field and Record Investigations; Pipeline Route Surveys; Alignment Study; Survey of Geotechnical Borings; Landscape Planting Plan

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

Taliaferro & Browne, Inc.
1020 East 8th Street, Kansas City, Missouri 64106
 Phone No. 816.283.3456
 Fax: 816.283.0810
 E:mail: hagos@tb-engr.com
 Federal ID No. 48-0758891

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



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)

) ss:

COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Meetings: Minutes: Impacted Landowner Research and Outreach Public Information: Envision Tracking: Envision Verification

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

Shockey Consulting Services, LLC

12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215

Phone No. 913.248.9585

Fax: 913.515.4365

E:mail: sheila@shockeyconsulting.com

Federal ID No. 48-1206747

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



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)

) ss:

COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Opinion of Probable Costs; Stormwater Pollution Prevention Plan

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

LC Engineers, P.C.
12315 Wenona Lane, Leawood, Kansas 66209
 Phone No. 913.491.0431
 Fax: 913.491.9533
 E:mail: lee@lcengrs.com
 Federal ID No. 20-0524959

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



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Geotechnical Investigations

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

TSi Geotechnical Inc.
8248 NW 101st Terrace # 5, Kansas City, Missouri 64106
Phone No. 816.599.7965
Fax: 816.599.7967
E:mail: brobden@tsi@eotech.com
Federal ID No. 43-1535463

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 MISSOURI)
) ss
COUNTY OF JACKSON)

On this 11th day of August, 2017, before me appeared Wayne Feuerborn, 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 HNTB Corporation (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.

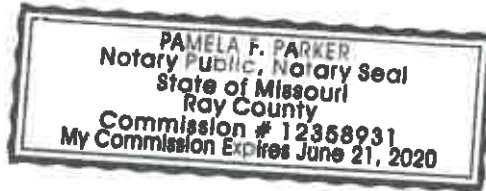
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Wayne Furbur
Affiant's signature

Subscribed and sworn to before me this 11th day of August, 2017.

Pamela Parker
Notary Public

My Commission expires:
6/21/20





Company ID Number: 150386
Client Company ID Number: 524611

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), HNTB Corporation (Employer), and Employment Background Investigations, Inc. (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify



Company ID Number: 150386
Client Company ID Number: 524611

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

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer HNTB Corporation

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

E-Verify Employer Agent Employment Background Investigations, Inc.

Donna Crowley

_____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	<i>03/22/2012</i> _____ Date

Department of Homeland Security – Verification Division

USCIS Verification Division

_____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	<i>03/22/2012</i> _____ Date

**Information Required
 For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:



Company ID Number: 150386
Client Company ID Number: 524611

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

If you have any questions, contact E-Verify at 1-888-464-4216:

Approved by:

Employer HNTB Corporation

Karen Herndon
Name (Please Type or Print)

Staffing Operations Mgr
Title

Karen Herndon
Signature

3/22/2012
Date

E-Verify Employer Agent Employment Background Investigations, Inc.

Donna Crowley

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/22/2012

Date

Department of Homeland Security - Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:



Company ID Number: 150386
Client Company ID Number: 524611

Company Name: HNFB Corporation

Company Facility Address: 120 W 12th Street

Kansas City, MO 64108

County or Parish: JACKSON

Employer Identification
Number: 431623082

North American Industry
Classification Systems
Code: 541

Administrator: _____

Number of Employees: 2,500 to 4,999

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Taliaferro & Browne, Inc. / Hagos Andebrhan</u> Email: <u>hagos@tb-engr.com</u>	Address: <u>1020 East 8th Street, Kansas City, Missouri 64106</u> Phone: <u>(816) 283-3456</u> Fax: <u>(816) 283-0810</u>
2.	Name: <u>Shockey Consulting Services, LLC / Sheila Shockey</u> Email: <u>sheila@shockeyconsulting.com</u>	Address: <u>12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215</u> Phone: <u>(913) 248-9585</u> Fax: <u>(913) 515-4365</u>
3.	Name: <u>LC Engineers, P.C. / Donna Lee</u> Email: <u>lee@lcengrs.com</u>	Address: <u>12315 Wenonga Lane, Leawood, Kansas 66209</u> Phone: <u>(913) 491-0431</u> Fax: <u>(913) 491-9533</u>
4.	Name: <u>TSi Geotechnical Inc / Brian Robben</u> Email: <u>brobbsen@tsigeotech.com</u>	Address: <u>8248 NW 101st Terrace # 5, Kansas City, Missouri 64106</u> Phone: <u>(816) 599-7965</u> Fax: <u>(816) 599-7967</u>
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: HNTB Corporation
 Submitted By: John Blancett
 Title: Project Manager
 Telephone No.: (816) 527-2539
 Fax No.: (816) 472-4086
 E-mail: jblancett@hntb.com
 Date: 8/2/17

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 1587 PROJECT NO. 81000927
36-INCH WATER MAIN EXTENSION N.E. 64th STREET AND N. BRIGHTON AVENUE TO
N.E. PLEASANT VALLEY ROAD NEAR SEARCY CREEK PARKWAY
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HNTB Corporation. The parties amend the Agreement entered into on September 14, 2017, as follows:

WHEREAS, City has previously entered into a contract dated September 14, 2017 in the amount of \$520,274.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$853,699.00, to amend the total contract amount to \$1,373,973.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

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

- A. Add the following attachments:
 - a. Attachment A, Scope of Services for Amendment No. 1.
 - b. Attachment C, Design Professional's Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1.
- B. Delete and replace the following section:
 - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,373,973.00, as follows:
 - 1. \$ _____ for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachments C and C-1.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are the reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, and reproduction of deliverables.
4. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of the 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 actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachment C. 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 may revise the Design Professional's Basic Services defined in Attachments A and A-1 by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in Attachments C and C-1 and represents the basis for the maximum amount that City shall pay Design Professional under 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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

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)