

**DESIGN PROFESSIONAL SERVICES AGREEMENT  
PROJECT/CONTRACT NO. 81000902/1570  
BURLINGTON CREEK AND RIVERSIDE PUMP STATIONS PRELIMINARY DESIGN**

**KC WATER DEPARTMENT  
CITY OF KANSAS CITY, MISSOURI**

**SMALL LOCAL BUSINESS ENTERPRISE-WATER SERVICES DEPARTMENT  
ENGINEERING PROFESSIONAL SERVICES (SLBE-WSDEPS) PROJECT**

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

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: A pre-design study for Burlington Creek Pump Station and Riverside Pump Station and associated service areas and force mains.

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

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

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

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$293,832.00, as follows:
  - 1. \$152,211.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$115,621.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation and public outreach materials.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$26,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

**B. Method of Payment.**

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

**C. Condition Precedent to Payment.**

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms,

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

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

**City:**

**Water Services Department**

D. Matt Bond, Deputy Director  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-0168  
Facsimile: (816) 513-0266  
E-mail address: [matt.bond@kcmo.org](mailto:matt.bond@kcmo.org)

**Design Professional:**

Environmental Advisors and Engineers, Inc.  
Contract: Jill Biesma  
19211 West 64<sup>th</sup> Terrace  
Shawnee, KS 66218  
Phone: (913)-599-4326  
E-mail: [jbiesma@eaei.com](mailto:jbiesma@eaei.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 (See Exhibit A)
- Attachment B** – Electronic Data Requirements
- Attachment C** – Engineering Fee Summary and Schedule of Position Classifications
- Attachment D** - Licensed Geographical Information System Data
- Attachment E** – Employee Eligibility Verification Affidavit
- Attachment F** – Non-Construction Subcontractors Listing

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

**Sec. 11. Subcontractor Participation Reporting.** Design Professional shall report all subcontractor participation on the City's Human Relations Department's B2G system. The Design Professional shall also report self-performance of the work in the City's Human Relations Department's B2G system. This report shall be submitted monthly

**Sec. 12. Contract Information Management System.** Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

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

any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

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

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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

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

Date: 03/24/2020

By: *Jill R Biesma*  
Name: Jill R. Biesma  
Title: President

**KANSAS CITY, MISSOURI**

Date: 4/9/2020

By: *D Matt Bond*  
Name: D Matt Bond  
Title: DeputyDirector

Approved as to form:

*Mark Jones*  
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Assistant City Attorney

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

DocuSigned by:

*Theresa Danielson*

4/20/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 24. Quality Services Assurance Act.**

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

## ATTACHMENT A

### BASE SCOPE OF SERVICES

Design Professional: Environmental Advisors & Engineers, Inc.  
Owner: City of Kansas City, Missouri  
Project: Burlington Creek and River Side Pump Station Preliminary Design  
Project No: 81000902  
Contract No: 1570

#### I. GENERAL

The following paragraphs provide a general description of the work required for this Scope of Services. The subsequent paragraphs describe in detail the professional services to be provided by design professional (DP) for current and follow-on phases for this project. The scope of services for the current phase of this project is to provide preliminary design services for improvements to Burlington Creek Pump Station and Riverside Pump Station. The scope may be amended to include follow-on phase professional design services, which could include services for final design and bidding phases. For informational purposes, the follow-on phase scope items have also been included within this scope of work.

The Project. The Water Services Department (WSD) of Kansas City, Missouri (CITY) plans to undertake a preliminary design study for Burlington Creek Pump Station (BCPS) and Riverside Pump Station (RSPS) and associated service areas and forcemains. Follow-on phase services include final design and bidding phase services for one of the selected improvements recommended as part of the preliminary design phase.

The city is contracting with DP to provide the following necessary preliminary design phase professional services.

#### A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking this project to prepare a preliminary design document with improvement alternatives and recommendations that defines the scope for engineering design for the Burlington Creek Pump Station and Riverside Pump Station and associated forcemains.
2. DP shall complete the following activities:
  - a. Condition assessment of BCPS and RSPS and associated forcemains.
  - b. Hydraulic analysis of BCPS and RSPS utilizing standards established by Hydraulic Institute.
  - c. Connectivity assessment of forcemains to evaluate the number and location of private grinder pump connection(s) to forcemains for BCPS and RSPS.
  - d. Functionality assessment of Pied Creek Pump Station and Forcemain.
  - e. Watershed assessment & collection system analysis to determine flow demands for sizing planned improvements to pump stations and forcemains.

- f. Alternatives analysis for improvements to BCPS and RSPS and forcemains. Analysis shall include preliminary design and cost evaluation for no more than three (3) alternatives.
3. Previous reports, Master Plan, operations data, and as-built drawings shall be made available to the DP.
  4. DP shall use e-Builder management system.
  5. DP shall use a cost loaded scheduling system such as Microsoft Project or P6.
  6. DP shall submit meeting agendas, including expected DP attendees, at least 3 days prior to each project meeting. DP shall distribute draft meeting minutes within one business day of the meeting.
  7. DP shall perform site investigations, including but not limited to: review of existing pump station facilities and equipment, review of geotechnical conditions, existing utilities at pump station sites and along forcemain alignment, existing electrical service, determination of out of service piping and equipment, demolition plan for out of service piping and equipment, asset risk review and useful life determination, review of existing drawings and site plans,
  8. DP shall provide a preliminary design study.
  9. DP may be asked to provide final design and bidding services for one or more phases of improvements recommended and accepted by the CITY.
- B. Follow-On Phases.** At the discretion of the CITY and after completion of the Project, the DP may be requested to provide other services, including additional design work, final design, construction phase services, and providing a resident project representative (RPR) during construction of improvements.
- C. Coordination.** The DP shall coordinate as necessary with regulators, Army Corp of Engineers, railroads, other utilities, City vendors, City consultants including the Smart Sewer Program and City contractors. The DP may be required to coordinate with other DPs and contractors involved in ongoing projects.
- D. Task Series Listing.** This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 – Project Management and Administration
  2. Task Series 200 – Preliminary Design Study
  3. Task Series 300 – Final Design & Bidding Services (follow-on phase work)
  4. Task Series 400 – Optional Services
- E. Explicit Responsibilities.** The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.



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

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

### **A. Project Milestones and CITY Review Requirements**

1. Task Series 100 shall be completed within 180 days following the City's issuance of a notice to proceed, (NTP).
2. Task Series 200 shall be completed within 180 days following the CITY's issuance of a NTP, based on 90-day flow monitoring period beginning on or before NTP.
3. Task Series 300 shall be completed within 180 days following the CITY's issuance of a NTP, based on 90-day flow monitoring period beginning on or before NTP.
4. Task Series 400 is a follow-on scope item, completion duration shall be defined within the amended scope of work.
5. Task Series 400 shall be completed within a timeframe to be determined following the CITY's issuance of a NTP.
6. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
7. DP may suggest schedule modifications to the scope of work.

- B.** The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

## **III. BASIC SCOPE OF SERVICES**

The following Task Series describe the Basic Scope of Services to be provided by the DP 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 DP in completion of the Work. The following management activities will be provided by DP.

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

Provide project administration 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 (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested.

### **Task 103 Quality Control**

DP'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. DP shall provide a brief narrative on Quality Control Program in the Work Plan (Task 105). DP shall also include brief narrative in invoice progress reports (Task 102) on any specific Quality Control activities completed during the course of the project.

### **Task 104 Sub consultant Agreements and Administration**

Prepare a scope, budget, schedule, and agreement for its sub consultants involved in the Project. Conduct coordination meetings as required to prepare sub consultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of sub consultant

agreements and sub consultant work including deliverables, subcontractor invoicing, and schedule maintenance.

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

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review the DP's proposed Work Plan which shall include, but is not limited to, the following items:

- Project goals
- Project team members and their roles
- Lines of communication
- Project procedures
- DP's Quality Control (QC) Program
- Cost loaded Project schedule
- Other logistics of project execution
- Content of subsequent monthly progress meetings

Prepare and submit an agenda to CITY Staff 3 days prior to the meeting and prepare and distribute the meeting minutes within 1 business day of the meeting date.

### **Task 106      Work Plan**

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:
  - a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.
  - b. A summary of the Project's scope of services.
  - c. Detailed cost-loaded schedule for performance of all work.
  - d. Sustainable planning and design goals, objective and processes.
  - e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 7 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 an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

### **Task 107      Progress Meetings**

Participate in up to five (5) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to

CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

### **Task 108      Monthly Reports**

As part of the monthly project status report described in Task 102, with respect to sustainability goals and Envision™ credits, include the following:

1. Progress or milestones accomplished since last report
2. Key decisions made, including by whom and date
3. Key assumptions made, including by whom and date
4. Planned progress for the coming month
5. Key decisions that will need to be made

## **TASK SERIES 200 - DEVELOP PRELIMINARY DESIGN STUDY DOCUMENT**

### **Task 201      Review Existing Documents and Drawings**

Perform a compilation and review of pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, and other sources provided by the CITY.

### **Task 202      Preliminary Design Evaluation and Analysis**

DP shall perform a preliminary design evaluation and analysis to accomplish the following:

The DP shall complete a comprehensive evaluation of the Burlington Creek Pump Station and Riverside Pump Station and associated forcemains in order to improve the reliability and operational efficiency for the service area.

The DP's evaluation shall include the following bulleted items:

- a. Condition assessment:
  - Perform a visual site condition assessment of BCPS and RSPS and associated forcemains to evaluate the reliability and operation efficiency of the existing equipment. Site inspection shall include a visual inspection of pump station equipment, controls, alarms, electrical service, structure, and safety systems. Condition assessment data will be collected and submitted to City using protocols provided by City. The level of effort for this assessment will be limited to a visual inspection by a multidiscipline team of professionals over a one-day observation period. This assessment will include evaluation of the electrical feed and consider options for future backup power.
  - Review record information provided by City. Record information may include, but not limited to, record drawings, maintenance records, manufacturer's shop drawings, manufacturer's engineering data sheets and/or other information available within the maintenance management system.
  - DP shall coordinate with City staff to determine operational issues/needs of the pump stations. If it is necessary to operate the pump station during the condition assessment, operation will be provided by City staff and coordinated with DP.

- b. Hydraulic analysis:
- Conduct a computer desk-top evaluation of pump station hydraulics of BCPS and RSPS utilizing standards established by Hydraulic Institute.
  - The hydraulic calculations will be performed utilizing spreadsheet computer software (e.g., Microsoft Excel). This analysis will not utilize flow modeling software such as InfoWorks or XPSWMM.
  - Evaluate pump and system curves to determine existing pump station capacity in the full range of operational conditions.
  - Review wet well and forcemain hydraulics to evaluate potential for odor control issues, pump efficiency grit accumulation or pump clogging.
  - Review pump station controls, wet well set points and existing operational procedures.
  - Review forcemain hydraulics and capacity.
- c. Connectivity assessment of forcemains:
- Review information provided by the City to evaluate the number and location of private grinder pump connection(s) to forcemains for BCPS and RSPS.
  - Coordinate with City of Riverside to evaluate the number and location of private grinder pump connection(s) to forcemain for BCPS and RSPS.
  - Information provided by City for review may include, but not limited to, approved plumbing permits, GIS or sewer atlas.
  - Evaluate connections to the public force main. Make recommendations to improve existing low-pressure sewer system connections and develop requirements for new customers proposing to connect. This should include the developer's engineer documenting pump discharge calculations, velocity calculations meeting a minimum of 2-fps during normal operating conditions in the new public force main, the range of head conditions at the connection point, expected ADF and PDF, pump size and pump type.
- d. Functionality assessment of Pied Creek Pump Station and Forcemain
- Conduct a computer desk-top evaluation of pump station and forcemain hydraulics based upon record information provided by the City. This assessment will not include site visit/visual observations of the Pied Creek Pump Station or force main
  - Record information may include, but not limited to, record drawings, maintenance records and/or manufacturer's shop drawings or engineering data sheets.
- e. Watershed assessment & collection system analysis
- Evaluate upstream service area's current and future population and development to determine flow demands for sizing planned improvements to pump stations and forcemains.
  - Evaluation of current flow demands shall be determined, in-part, with flow and rainfall monitoring data utilizing up-to eight (8) temporary flow monitors installed and data provided by the City and existing Stormwatch rain gauges located within the upstream sewer collection system for BCPS and RSPS.
  - Flow/rainfall data analysis monitoring shall follow September 2019 Flow Metering and Data Analysis Protocols published by Kansas City, Missouri Water Services Department.
  - The results of this assessment will be summarized in a technical memorandum. DP will submit three copies of the draft memorandum and a single electronic file in a portable document format (PDF).

- f. Alternatives Analysis
- Develop three (3) alternatives for improvements to BCPS and RSPS and forcemains. Analysis shall include preliminary design and cost evaluation.
  - Alternatives analysis shall consider impacts to upstream and downstream portions of the collection and conveyance system (e.g., Line Creek/Rock Creek Pump Station).
  - In general, the focus of the analysis shall consider one or a combination of the following alternatives: (1) rehabilitate/rebuild all or a portion of the existing pump station and forcemain infrastructure, (2) full replacement of existing pump station with a new pump station and (3) eliminate one or both pump stations with installation of a gravity sewer pipeline that discharges to the Horizons Pump Station.
  - Alternatives that include gravity discharge to Horizon Pump Station, shall include a computer desk-top evaluation of Horizons Pump Station and forcemain hydraulics. This evaluation of the Horizons Pump Station will be based upon record information provided by the City. Information provided may include, but not limited to, record drawings, maintenance records and/or manufacturer's shop drawings or engineering data sheets. In addition, DP shall coordinate with City shall to schedule and attend one (1) meeting with City of Riverside to evaluate alignments for the new gravity sewer.
  - Alternatives analysis shall present a phased approach and proposed schedule for recommended improvements.

### **Task 203      Draft Preliminary Design Report**

Prepare a Preliminary Design Report for the project, including but not limited to a summary of site investigation, engineering evaluation approach and results, and three (3) alternatives for recommended improvements to BCPS and RSPS.

Submit 3 copies of a draft report and a single electronic file in portable document format (PDF).

### **Task 204      Probable Construction Cost**

DP will prepare a preliminary opinion of probable cost based on previous decisions and good engineering judgment. DP will detail documents/decisions that will be used for basis of cost. This estimate will be a Class 4 estimate consistent with ACE standards; the expected accuracy on the low end will be -15 to -30 percent and the expected accuracy on the high end will be from +20 to +50 percent. DP will recommend potential project phases and work with City to prioritize the recommended work.

### **Task 205      Presentation and Final Preliminary Design Report**

After the drafting of the Preliminary Design Report, DP shall present their findings and opinion of probable cost and potential project phases in a meeting with CITY. Following presentation meeting with the CITY, revise the draft report as necessary to respond to CITY's comments and submit 6 printed copies of the final Preliminary Design Report and a single electronic PDF file within 15 calendar days.

Submit 3 copies of the final Preliminary Design Report and a single electronic file in portable document format (PDF).

## **TASK SERIES 300 - ENVISION™ DESIGN**

### **Task 301      Envision™ Credits**

The DP shall include a summary of the applicable Envision™ credits in Conceptual Design Technical Memorandum, the Preliminary Design Basis of Design Memorandum, and updated Basis of Design Memorandum. The reported Envision™ credits from the conceptual design, preliminary design, and final design shall be confirmed and updated to meet the Project credit sustainability goals of Envision™ Silver. The DP will assist the CITY in evaluating available credits and shall select ONLY those credits that are relevant to the Project. The DP will use Envision™ v.3 as the basis of review.

The DP shall first provide an initial score for each credits; then, DP shall review and confirm the strategies and methodology with which the Envision™ credits can be applied from conceptual design through final design. The DP shall provide a brief summary memorandum describing the credit selection process, including the reason credits are NOT selected, or are not applicable, for this Project.

Throughout the design process, the DP shall then review and confirm the strategies and methodologies with which the Envision™ project credits can be applied and met. The DP shall update or assign an initial score for each selected credit. The DP shall provide to the CITY an updated checklist that identifies the status of pursuing each credit at major milestones, including Conceptual Design Technical Memorandum, the Preliminary Design Basis of Design Memorandum, and updated Basis of Design Memorandum.

The DP shall be responsible for the Envision™ credit scores reported during this Project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

The Envision™ credit support documentation is NOT included in the Basic Scope of Services, however, DP shall review the Envision™ credit support documentation requirements. If the CITY elects to pursue Envision™ certification, including official project registration, additional DP support services will be provided as Optional Services.

### **Task 302      Envision™ Credits Meeting**

The DP will conduct an Envision™ strategy review meeting with WSD Senior Management to review rating system requirements and identify strategies and goals for achieving the CITY's sustainable design objectives for the project.

**NOTE:** The DP shall provide an initial Envision™ credit scoring summary to the CITY prior to the Project Envision™ strategy review meeting for purposes of review and discussion at the meeting. The DP shall make any modifications to the selected credits and scoring during the meeting. Following the meeting, the DP shall provide the final list of selected credits, potential credits, strategies for achieving any innovation credits or specialized credits, and estimated current project score (range) by credit.

The CITY will review and approve the final Envision™ credit selections. The DP will then document the final credit selections, including the selection process, documentation requirements and potential strategies/metrics for meeting each identified credit in the Summary Envision™ Document (to be included as part of the Preliminary Design Basis Report).

The final approved credits will be required in project reporting for sustainability on this Project.

### **Task 303      Envision™ Reporting**

Using the Envision™ rating system as the metric for scoring project sustainability, DP shall report project sustainability updates in each monthly Project Status Report (PSR) and at the completion of Conceptual Design Technical Memorandum, the Preliminary Design Basis of Design Memorandum, and updated Basis of Design Memorandum. The sustainability report shall include key milestones, decisions made and by whom, assumptions made and by whom, planned progress for the coming months, key decisions to be made in the coming months including whom and when. DP shall provide a digital file as well as a PDF of the summary Credit Report to the CITY, accompanying the hard copy of the PSR.

Submittal of Envision™ verification documentation as required for Envision™ certification is not included in this Basic Scope of Services and will be performed as Optional Services at the request of the City.

## **TASK SERIES 400 - FINAL DESIGN & BIDDING SERVICES (Follow-on Phase Tasks)**

Design Professional may be requested to develop construction drawings and specifications to address phased improvements to the Burlington Creek Pump Station or Riverside Pump Station and associated forcemains identified and recommended in the preliminary design study.

### **Task 400      Conduct Progress Meetings**

Design Professional will schedule and facilitate 3 progress meetings to review and obtain feedback on interim deliverables, review the project schedule, discuss key design issues, review budget status, and discuss deviations from the scope of services. Design Professional shall prepare and distribute minutes of each progress meeting and identify action items.

### **Task 401      Prepare Design Memorandum**

Design Professional will prepare a Design Memorandum. The Design Memorandum will include the following items:

- Drafting standards
- Equipment tagging conventions
- Equipment list
- Process equipment information and data
- Process structure layouts including main piping and valves



- Design criteria
- Flow rates - present and anticipated
- Applicable codes and standards, including fire and safety codes including code review and approval process
- Layouts of process piping and major equipment
- Hydraulic profile
- Power distribution functional diagram
- P&ID and Process Flow Diagrams
- Operational monitoring and control systems
- Description of electrical systems
- Structural design criteria
- Utility requirements
- Construction sequencing plan
- Project schedule
- Development of the estimated annual operating cost for the new facilities including labor, power and chemicals

Design Professional will schedule a meeting with the City to review and finalize the Design Memorandum.

#### **Task 402 Contract Documents**

Design Professional will produce 60-, 90-, and 100-percent complete contract documents (drawings and specifications) and submit to the City for review. Following each submittal, a progress meeting will be scheduled within 14 working days to receive comments from the City. The drawings will be prepared in 22x34 sheet format in the latest version of AutoCAD utilizing the City's standard drawing border and Design Professional's drawing standards. The technical specifications will include the City standard "front-end" contract documents and be developed in Microsoft Word using the Engineer's standard specification guides and format. Documents will be provided to City for review in pdf format. Design Professional will develop an opinion of probable construction cost (OPCC) for each design submittal and identify work activities that can be subcontracted to MBE and WBE firms.

- Drawings and specifications for the 60-percent submittal will have the major process designs completed, and the design of ancillary/support processes will be initiated/developed. Drawing plans and secondary P&IDs will be finalized, sections/details will be started, equipment vendor comments will be incorporated, and commodity specifications will be started.
- Drawings and specifications for the 90-percent submittal will have all ancillary processes completed. All remaining drawings (including details, project-specific notes, and annotations) and specifications (including Front Ends, sequencing plans, and discipline-specific / commodity specifications) will be completed. The deliverable will be documents which are complete with the exception of the internal quality control review.

- Drawings and specifications for the 100-percent submittal will have all internal quality control and City comments incorporated. The deliverable will be final sealed and signed construction documents suitable for bidding.

### **Task 403 Bidding Services**

Design Professional will perform the following bidding services:

- Prepare Advertisement Information. Design Professional will assist the City in establishing a bid opening date, coordinate reproduction and distribution of the bid documents, and maintain a list of plan holders. Potential bidders will purchase their own sets of project drawings and contract specifications.
- Pre-Bid Assistance. Design Professional will schedule and conduct a pre-bid conference, respond to questions from bidders, advise the City of any inquiries prior to the bid opening from contractors/subcontractors/suppliers, and prepare addendum as required to respond to questions and provide clarification.
- Bid Opening. Design Professional will attend the bid opening and assist the City in reviewing the bids for completeness and accuracy.
- Review Bidder Qualifications. Design Professional will review the bids for completeness and conformance with the bidding requirements, provide a credit history review of the apparent low bidder, review subcontractors, and prepare a bid tabulation and letter with recommendation of award.

### **TASK SERIES 500 - OPTIONAL SERVICES**

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

- A.** Additional work beyond the quantification in the Base Scope of Services.
  - Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
  - Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- B.** Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - Changes in size or complexity;
  - CITY's project schedule, design, or character of construction;
  - Method of financing or availability of funding;

**IV. CITY'S RESPONSIBILITIES**

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

- A.** Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B.** Provide draft Metering Plan to be developed by City and Smart Sewer selected Flow Metering Design Professional/Contractor (DP/FMC) in accordance with Protocol for review and comment by DP no later than thirty (30) calendars days prior to installation.
- C.** Provide Flow Metering Data Handling procedures and Data Submittal information per Protocol to DP no later than thirty (30) days following completion of flow monitoring period.
- D.** CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- E.** CITY's Project Manager will coordinate meetings between City staff and the DP.
- F.** Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- G.** Bidding Services. CITY will provide the following bidding phase services:
  1. Conduct the pre-bid conference.
  2. Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
  3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.

(End of Scope of Services)

**ATTACHMENT B**  
**ELECTRONIC DATA REQUIREMENTS**

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

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

**B. General Requirements**

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

**C. Contract Information Management System - Project Web Requirements**

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

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

#### **D. Electronic File Requirements – Closeout**

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

#### **E. Project Management Communications - Construction**

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

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

**Project Name - Burlington Creek and Riverside  
Pump Station Improvements**

**Total Engineering Fee Estimate - Summary Sheet**

Tasks ID	Description	Principal-in-Charge	Project Manager	QA/QC	Sr. Engineer	Proj. Engr IV	Sr. Architect	Enviro. Engineer	Engineering Tech	Project Admin.	Total	Other Direct Expenses	Sub-Consultant Expenses (Olisson)	Sub-Consultant Expenses (Custom)	Sub-Consultant Expenses (Mid-Amer)	Total
<b>100</b>	<b>Project Management and Administration</b>															
101	Project Management Services	6	24	-	-	-	-	-	-	-	\$ 4,848.00	\$ -	\$ 2,376.00	\$ -	\$ -	\$ 7,224.00
102	Monthly Invoicing and Status Reports	4	12	-	-	-	-	-	-	24	\$ 4,868.00	\$ -	\$ 1,376.00	\$ -	\$ -	\$ 6,244.00
103	Quality Control	4	8	30	-	-	-	-	-	-	\$ 6,519.00	\$ -	\$ 5,856.00	\$ -	\$ -	\$ 12,375.00
104	Sub consultant Agreement and Admin.	6	12	-	-	-	-	-	-	12	\$ 4,056.00	\$ -	\$ -	\$ -	\$ -	\$ 4,056.00
105	Project Kickoff Meeting	4	16	4	-	-	-	-	-	-	\$ 3,842.00	\$ -	\$ -	\$ -	\$ -	\$ 3,842.00
106	Work Plan	4	8	4	-	-	-	-	-	-	\$ 2,554.00	\$ -	\$ -	\$ -	\$ -	\$ 2,554.00
107	Progress Meeting	-	24	-	12	-	-	-	-	24	\$ 7,932.00	\$ -	\$ -	\$ -	\$ -	\$ 7,932.00
108	Monthly Progress Reports	8	12	-	-	-	-	-	-	24	\$ 5,524.00	\$ -	\$ -	\$ -	\$ -	\$ 5,524.00
	SUB-TOTALS (Labor Hours)	36	116	38	12	0	0	0	0	84	286	-	60	0	0	346
	SUB-TOTALS	\$ 5,904.00	\$ 18,676.00	\$ 5,795.00	\$ 1,788.00	\$ -	\$ -	\$ -	\$ -	\$ 7,980.00	\$ 40,143.00	\$ -	\$ 9,608.00	\$ -	\$ -	\$ 49,751.00
<b>200</b>	<b>Preliminary Design</b>															
201	Review Existing Documents and Drawings	-	4	8	24	24	-	-	-	-	\$ 8,848.00	\$ -	\$ 7,320.00	\$ 1,191.00	\$ 540.00	\$ 17,899.00
202	Preliminary Design Evaluation and Analysis															
a.	Condition assessment	-	4	-	10	10	-	-	-	-	\$ 3,554.00	\$ 63.00	\$ 3,712.00	\$ 3,210.00	\$ 1,124.00	\$ 11,663.00
b.	Hydraulic analysis	-	8	8	30	30	-	-	-	-	\$ 11,238.00	\$ -	\$ 6,336.00	\$ -	\$ -	\$ 17,574.00
c.	Connectivity assessment	-	8	-	8	8	-	-	-	-	\$ 3,616.00	\$ 63.00	\$ 10,328.00	\$ -	\$ -	\$ 14,007.00
d.	Functionality assessment of Pied Ck Pump Station	-	4	-	8	-	-	-	-	-	\$ 1,836.00	\$ -	\$ 9,096.00	\$ -	\$ -	\$ 10,932.00
e.	Watershed assessment & collection system analysis	-	16	-	40	-	-	-	48	-	\$ 13,576.00	\$ -	\$ -	\$ -	\$ -	\$ 13,576.00
f.	Alternatives analysis	4	24	8	36	40	16	-	40	-	\$ 23,352.00	\$ -	\$ 20,192.00	\$ 3,602.00	\$ 2,160.00	\$ 49,306.00
203	Draft Preliminary Design Report	4	24	8	40	48	8	12	-	-	\$ 21,548.00	\$ -	\$ 14,140.00	\$ 3,222.00	\$ 2,160.00	\$ 41,070.00
204	Probable Construction Cost	-	8	8	-	16	8	4	-	-	\$ 6,580.00	\$ -	\$ 4,512.00	\$ 1,602.00	\$ 540.00	\$ 13,234.00
205	Presentation and Final Preliminary Design Report	4	24	4	8	36	4	4	-	-	\$ 12,642.00	\$ 1,500.00	\$ 5,248.00	\$ 3,612.00	\$ 540.00	\$ 23,542.00
	SUB-TOTALS (Labor Hours)	12	124	44	204	212	36	20	88	0	740	-	528	122	52	1,442
	SUB-TOTALS	\$ 1,968.00	\$ 19,964.00	\$ 6,710.00	\$ 30,396.00	\$ 30,104.00	\$ 5,328.00	\$ 3,080.00	\$ 9,240.00	\$ -	\$ 106,790.00	\$ 1,626.00	\$ 80,884.00	\$ 16,439.00	\$ 7,064.00	\$ 212,803.00
<b>300</b>	<b>Envision Design</b>															
301	Envision Credits	-	2	-	-	-	-	16	-	-	\$ 2,786.00	\$ -	\$ -	\$ -	\$ -	\$ 2,786.00
302	Envision Credits Meeting	-	2	-	-	-	-	6	-	-	\$ 1,246.00	\$ -	\$ -	\$ -	\$ -	\$ 1,246.00
303	Envision Reporting	-	2	-	-	-	-	6	-	-	\$ 1,246.00	\$ -	\$ -	\$ -	\$ -	\$ 1,246.00
	SUB-TOTALS (Labor Hours)	0	6	0	0	0	0	28	0	0	34	-	0	0	0	34
	SUB-TOTALS	\$ -	\$ 966.00	\$ -	\$ -	\$ -	\$ -	\$ 4,312.00	\$ -	\$ -	\$ 5,278.00	\$ -	\$ -	\$ -	\$ -	\$ 5,278.00
	<b>TOTAL LABOR HOURS</b>	<b>48</b>	<b>246</b>	<b>82</b>	<b>216</b>	<b>212</b>	<b>36</b>	<b>48</b>	<b>88</b>	<b>84</b>	<b>1,060</b>					<b>1,822</b>
	<b>BILLING RATES</b>	<b>\$ 164.00</b>	<b>\$ 161.00</b>	<b>\$ 152.50</b>	<b>\$ 149.00</b>	<b>\$ 142.00</b>	<b>\$ 148.00</b>	<b>\$ 154.00</b>	<b>\$ 105.00</b>	<b>\$ 95.00</b>	<b>-</b>					
	<b>TOTAL COST</b>	<b>\$ 7,872.00</b>	<b>\$ 39,606.00</b>	<b>\$ 12,505.00</b>	<b>\$ 32,184.00</b>	<b>\$ 30,104.00</b>	<b>\$ 5,328.00</b>	<b>\$ 7,392.00</b>	<b>\$ 9,240.00</b>	<b>\$ 7,980.00</b>	<b>\$ 152,211.00</b>	<b>\$ 1,626.00</b>	<b>\$ 90,492.00</b>	<b>\$ 16,439.00</b>	<b>\$ 7,064.00</b>	<b>\$ 267,832.00</b>



Project Name - Burlington Creek and Riverside  
Pump Station Improvements

Total Engineering Fee Estimate - Summary Sheet

Tasks ID	Description	Principal-in-Charge	Project Manager	QA/QC	Sr. Engineer	Proj. Engr IV	Sr. Architect	Enviro. Engineer	Engineering Tech	Project Admin.	Total	Other Direct Expenses	Sub-Consultant Expenses (Olisson)	Sub-Consultant Expenses (Custom)	Sub-Consultant Expenses (Mid-Amer)	Total
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Total Design Professional Services = \$ 152,211.00  
 Total Expenses & Sub-Consultant Costs = \$ 115,621.00  
 Total Contract Amount = **\$ 267,832.00**

400 Optional Services																
400	Additional Engineering	8	36	18	40	40	-	-	40	-	\$ 25,693.00	\$ 307.00				-
<b>OPTIONAL SERVICES - TOTAL HRS</b>		<b>8</b>	<b>36</b>	<b>18</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>182</b>					
<b>OPTIONAL SERVICES - TOTAL COST</b>		<b>\$ 1,312.00</b>	<b>\$ 5,796.00</b>	<b>\$ 2,745.00</b>	<b>\$ 5,960.00</b>	<b>\$ 5,680.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,200.00</b>	<b>\$ -</b>	<b>\$ 25,693.00</b>	<b>\$ 307.00</b>				<b>\$ 26,000.00</b>

Total Optional Services = \$ 26,000.00  
 Grand Total w/ Optional Services = **\$ 293,832.00**

**Attachment C**

**Schedule of Position Classifications**

**Environmental Advisors & Engineers, Inc. Staff Labor Rates  
(Rates are for period from January 1, 2020 through May 31, 2021)**

<b>Labor Categories</b>	<b>Unburdened Hourly Labor Rates</b>
Principals	\$54.00-\$58.00
Quality Control Manager	\$50.00- \$90.00
Project Managers	\$44.53-\$55.00
Senior Engineers	\$41.29-\$60.00
Project Engineers	\$33.31-\$48.50
Senior Architects	\$47.40-\$60.00
Senior Specifications Specialist	\$90.00-\$90.00
Engineering Technicians	\$23.00-\$37.00
Mid Level Scientists	\$28.75-\$41.00
Senior Drafter	\$47.40-58.00
Mid Level Drafter	\$32.19-\$38.00
Public Relations /Client Service Representative	\$18.63-\$37.00
Contract Administrator/Accounting	\$18.00-\$42.00
Administrative Assistant	\$18.93-\$37.00

# ATTACHMENT C

## OLSSON

### SCHEDULE OF POSITION CLASSIFICATIONS

<b>Classification</b>	<b>Salary/Hr.</b>
Principal	\$65.00 to \$120.00
Project Manager	\$45.00 to \$80.00
Project Professional	\$25.00 to \$65.00
Assistant Professional	\$20.00 to \$45.00
Designer	\$20.00 to \$60.00
CAD/GIS Technician	\$12.00 to \$50.00
Survey	\$17.00 to \$50.00
Field Services	\$15.00 to \$60.00
Administrative/Clerical	\$10.00 to \$35.00

**Attachment C**

**Schedule of Position Classifications**

**Custom Engineering Staff Labor Rates**

**(Rates are for period from January 1, 2020 through May 31, 2021)**

Job Classification	Level	Unburdened Hourly Labor Rates	
		Min	Max
Principal	I	\$54.88	\$65.86
Project Manager	I	\$45.73	\$54.88
Sr. Mechanical Engineer	IV	\$45.73	\$54.88
	III	\$38.10	\$45.72
	II	\$31.74	\$38.09
	I	\$26.44	\$31.73
Sr. Electrical Engineer	IV	\$45.73	\$54.88
	III	\$38.10	\$45.72
	II	\$31.74	\$38.09
	I	\$26.44	\$31.73
Cadd Technician	IV	\$37.89	\$41.67
	III	\$34.44	\$37.88
	II	\$31.31	\$34.43
	I	\$28.45	\$31.30
Project Assistant/Admin	IV	\$20.34	\$25.41
	III	\$16.27	\$20.33
	II	\$13.01	\$16.26
	I	\$10.00	\$13.00

**Attachment C**

**Schedule of Position Classifications**

**Mid America Consultants, Inc. Staff Labor Rates**  
**(Rates are for period from January 1, 2020 through May 31, 2021)**

<b>Job Classification</b>	<b>Unburdened Hourly Labor Rates</b>	
	<b>Min</b>	<b>Max</b>
Sr. Controls Engineer	\$42.50	\$50.00
Controls Engineer	\$35.42	\$42.50
Cadd Technician	\$15.00	\$24.00
Project Assistant/Admin	\$15.00	\$24.00

## 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**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF Kansas )  
COUNTY OF Johnson ) ss  
)

On this 20th day of March, 2020, before me appeared Jill R. Biesma, 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 President (title) of Environmental Advisors and Engineers, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.


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

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

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



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

  
Affiant's signature

Subscribed and sworn to before me this 20th day of March, 2020.

  
Notary Public

My Commission expires: 9-26-2021



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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

Company ID Number: 178985

**Approved by:**

<b>Employer</b> Environmental Advisors and Engineers, Inc	
Name (Please Type or Print) Adele A Hodgdon	Title
Signature Electronically Signed	Date 01/12/2009
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/12/2009

Company ID Number: 178985

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Environmental Advisors and Engineers, Inc
Company Facility Address	19211 W 64th Terrace Shawnee, KS 66218
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	431806626
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 178985

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

KANSAS	1 site(s)
--------	-----------

Company ID Number: 178985

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

Name Jill R Biesma  
Phone Number (913) 599 - 4326  
Fax Number  
Email Address jbiesma@eaei.com

Company ID Number: 178985

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Welcome  
Linda Lozano

≡ MENU

## Company Information

**Company Name**

Environmental Advisors and Engineers, Inc

**Company ID Number**

178985

**Doing Business As (DBA) Name**

--

**DUNS Number**

--

**Physical Location**

**Address 1**

19211 W 64th Terrace

**Address 2**

--

**City**

Shawnee

**State**

KS

**Zip Code**

66218

**County**

JOHNSON

**Mailing Address**

**Address 1**

--

**Address 2**

--

**City**

--

**State**

--

**Zip Code**





Welcome  
Linda Lozano

≡ MENU

## Points of Contact Summary List

[Add](#)

Sort by

Last Name (Ascending) ▼

<b>Last Name</b>	Biesma
<b>First Name</b>	Jill
<b>Middle Name</b>	R
<b>Phone Number</b>	(913) 599 - 4326
<b>Fax Number</b>	
<b>Email Address</b>	jbiesma@eaei.com
<b>Last Updated User Name</b>	LLOZ0269
<b>Last Updated Date</b>	03/20/2020

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Last Login: 03/20/2020 04:38 PM

## ATTACHMENT F

### 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: Custom Engineering Joe Davis Email: <a href="mailto:jtdavis@customengr.com">jtdavis@customengr.com</a>	Address: 12760 E US Highway 40 Independence, MO 64055 Phone: (816) 350-1473 Fax: NA
2.	Name: Olsson Engineering Kevin Waldron Email: <a href="mailto:kwaldron@olssonassociates.com">kwaldron@olssonassociates.com</a>	Address: 1301 Burlington Street, Suite 100 North Kansas City, MO 64116 Phone (816) 361-1177 Fax: NA
3.	Name: Mid America Consultants Kenneth Ludwig Email: <a href="mailto:kludwig@midamconi.com">kludwig@midamconi.com</a>	Address: 9212 Nieman Road Overland Park, KS 66214 Phone: (913) 888-6767 Fax: NA
4.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____

Contractor – Company Name: Environmental Advisors and Engineers, Inc.  
 Submitted By: Jill R. Biesma  
 Title: President  
 Telephone No.: (913) 599-4326  
 Fax No.: NA  
 E-mail: [jbiesma@eaei.com](mailto:jbiesma@eaei.com)  
 Date: 01/21/2020

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 1**  
**CONTRACT NO. 1570     PROJECT NO. 81000902**  
**BURLINGTON CREEK AND RIVERSIDE PUMP STATION REPLACEMENT**  
**INTERCEPTOR**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Environmental Advisors and Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on April 20, 2020, as follows:

WHEREAS, City has previously entered into a contract dated April 20, 2020 in the amount of \$293,832.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$1,414,699.00, to amend the total contract amount to \$1,708,531.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1<sup>st</sup> 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-1, Scope of Services for Amendment No. 1.
  - b. Attachment C-1, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1.
- B. Delete and replace the following section and attachment:
  - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subsection A:

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,708,531.00, 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 shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **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 expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation and public outreach materials.

4. Design Professionals' 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 work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

- b. Delete Attachment F, Non-Construction Subcontractors Listing, and replace with the attached Attachment F, Non-Construction Subcontractors Listing.

**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)

## ATTACHMENT A-1

### ADDITIONAL SCOPE OF SERVICES

Design Professional: Environmental Advisors & Engineers, Inc.  
Owner: City of Kansas City, Missouri  
Project: Burlington Creek and Riverside Pump Station Decommissioning and  
Extension of Interceptor Sewer  
Contract No: 1570

#### I. GENERAL

The following paragraphs provide a general description of the work required for this Scope of Services. The subsequent paragraphs describe in detail the professional services to be provided by design professional (DP) for current and follow-on phases for this project. The scope of services for the current phase of this project is to provide a design and bid phase services for decommissioning of Burlington Creek and Riverside Pump Stations and design of a sanitary sewer extension for the Burlington Creek and Riverside Interceptors. The scope may be amended to include follow-on phase for construction phase service. For informational purposes, the follow-on phase scope items have also been included within this scope of work.

The Project. The Water Services Department (WSD) of Kansas City, Missouri (CITY) plans to decommission the Burlington Creek Pump Station (BCPS) and Riverside Pump Station (RSPS) and force mains and replace them with new interceptor sewers which will extend existing sewers for discharge to the Horizons Pump Station. The alignment of the new interceptor sewers will extend through the City of Riverside, requiring coordination with the City of Riverside to obtain the necessary easements for construction, operation, and maintenance of the new sewer. In addition, several properties within the City of Riverside that currently discharge to the Burlington Creek Force Main via private grinder pumps will need to be disconnected from the decommissioned force mains and connected to the new gravity sewers. Follow-on phase services include construction phase services.

The city is contracting with DP to provide the following final design phase professional services.

#### A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking this project to prepare design documents for the construction of the Burlington Creek Interceptor and Riverside Interceptor. The existing Riverside Pump Station, Burlington Creek Pump Station and associated force mains shall be decommissioned as part of this project.
2. DP shall complete the following activities:
  - a. Design of two (2) sanitary sewer interceptor extensions, Burlington Creek Interceptor and Riverside Interceptor, to convey wastewater flows to the New Horizons Pump Station.
  - b. Sewer capacity calculations along each interceptor.

- c. Design of new private sanitary service for properties identified as currently connected to the Burlington Creek Force main.
  - d. Preparation and submission of permit application requirements for construction of a new sewer that either crosses or enters a jurisdictional easement not controlled by the City (e.g., railroad, state highway or federal levee, etc.).
  - e. Decommissioning of BCPS and RSPS.
  - f. Coordinate with the City of Riverside to obtain necessary construction and sewer easements.
3. Previous reports, Master Plan, operations data, and as-built drawings shall be made available to the DP.
  4. DP shall use e-Builder management system.
  5. DP shall use a cost loaded scheduling system such as Microsoft Project or P6.
  6. DP shall submit meeting agendas, including expected DP attendees, at least three (3) days prior to each project meeting. DP shall distribute draft meeting minutes within one business days of the meeting.
  7. DP shall perform site investigations, including but not limited to: review of Horizons Pump Station, review of geotechnical conditions, review of private grinder station connectivity, review of BCPS and RSPS for purposes of decommission and demolition, review of existing drawings and site plans,
  8. DP shall provide signed and sealed contract documents.
  9. DP shall provide bid phase services.
- B. Follow-On Phases.** At the discretion of the CITY, the DP may be requested to provide other professional design services, including additional design work, construction phase services, and/or providing a resident project representative (RPR) during construction.
- C. Coordination.** The DP shall coordinate as necessary with regulators, City of Riverside, Army Corp of Engineers, Missouri Department of Transportation, railroads, other utilities, City venders, City consultants including the Smart Sewer Program and City contractors. The DP may be required to coordinate with other DPs and contractors involved in ongoing projects.
- D. Task Series Listing.** This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 – Project Management and Administration
  2. Task Series 200 – Preliminary Design Study (*Completed – See original Design Professional Services (DPS) Agreement - Attachment A*)
  3. ~~Task Series 300 – Final Design & Bidding Services (Moved to Task 500 & 600)~~
  4. ~~Task Series 400 – Optional Services (moved to Task 800)~~
  5. Task Series 500 – Final Design
  6. Task Series 600 – Bid Phase Services
  7. Task Series 700 – Construction Phase Services (*follow-on phase work*)

8. Task Series 800 – Optional Services

- E. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- F. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs.

## II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Project Milestones and CITY Review Requirements
  1. Task Series 100 shall be completed within 365 days following the City's issuance of a notice to proceed (NTP) for Amendment #01 to the original Design Professional Services (DPS) agreement.
  2. Task Series 200 was completed as work authorized under the original DPS agreement.
  3. ~~Task Series 300~~ (*moved to Task 500 & 600*).
  4. ~~Task Series 400~~ (*moved to Task 800*).
  5. Task Series 500 shall be completed within 456 days following the City's issuance of NTP for Amendment #01 to the original DPS agreement.
  6. Task Series 600 shall be completed within 520 days following the City's issuance of NTP for Amendment #01 to the original DPS agreement.
  7. Task Series 700 is a follow-on scope item, completion duration shall be defined within the amended scope of work.
  8. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
  9. DP may suggest schedule modifications to the scope of work.
- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide



consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

### **III. BASIC SCOPE OF SERVICES**

The following Task Series describe the Basic Scope of Services to be provided by the DP 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 DP in completion of the Work. The following management activities will be provided by DP.

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

Provide project administration 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 (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested.

##### **Task 103 Quality Control**

DP'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. DP shall provide a brief narrative on Quality Control Program in the Work Plan (Task 105). DP shall also include brief narrative in invoice progress reports (Task 102) on any specific Quality Control activities completed during the course of the project.

**Task 104 Sub Consultant Agreements and Administration**

Prepare a scope, budget, schedule, and agreement for its sub consultants involved in the Project. Conduct coordination meetings as required to prepare sub consultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of sub consultant agreements and sub consultant work including deliverables, subcontractor invoicing, and schedule maintenance.

**Task 105 Project Kickoff Meeting** *(No Additional Work Required)*

This task was previously completed as part of work performed under the original DPS agreement. No additional work is required for this scope item.

**Task 106 Work Plan** *(No Additional Work Required)*

This task was previously completed as part of work performed under the original DPS agreement. No additional work is required for this scope item.

**Task 107 PROGRESS MEETINGS**

Participate in up to twelve (12) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

**Task 108 MONTHLY PROGRESS REPORTS**

As part of the monthly project status report described in Task 102, with respect to sustainability goals and Envision™ credits, include the following:

1. Progress or milestones accomplished since last report
2. Key decisions made, including by whom and date
3. Key assumptions made, including by whom and date
4. Planned progress for the coming month
5. Key decisions that will need to be made

**TASK SERIES 200 - DEVELOP PRELIMINARY DESIGN STUDY DOCUMENT**

This task was previously completed as part of work performed under the original DPS agreement. No additional work is required for this scope item.

**TASK SERIES 300 – FINAL DESIGN & BID PHASE SERVICES**

Moved to Task 500 and 600

**TASK SERIES 400 – OPTIONAL SERVICES**

Moved to Task 800

## **TASK SERIES 500 - FINAL DESIGN**

### **Task 501 Review Existing Documents, Drawings and GIS Data**

Perform a compilation and review of pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, and other sources provided by the CITY.

Obtain City's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

### **Task 502 Draft Basis of Design Memorandum:**

1. Prepare Basis of Design Memorandum (BDM). Design Professional will prepare a BDM for the design and construction of the sewer extension for the Burlington Creek and Riverside Interceptors and decommissioning of the BCPS and RSPS.

The BDM will establish the following design criteria and project constraints:

- a. Criteria used for sizing the new sewer interceptor extension,
  - b. Guidelines used for selection of proposed sewer alignment,
  - c. Permit requirements for installation of sewers located adjacent to or crossing a federal levee, state highway and/or railroad.
  - d. Requirements for decommissioning the BCPS, RSPS and force mains,
  - e. Extent of site work associated with pump station decommissioning,
  - f. Identification of potential construction constraints, and
  - g. Any other relevant information at the discretion of the DESIGN PROFESSIONAL
2. A Draft BDM will be submitted for review by the City. The Draft BDM will include the items listed under Item 1 above and results of Tasks 503, 505 and 506.
  3. Conduct BDM Review Meeting. DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft BDM and receive their comments.
  4. Incorporate Comments and Issue Final BDM. DESIGN PROFESSIONAL will address and incorporate as appropriate CITY review comments into the BDM. In addition and only after completion of the Task 504, the Final BDM will include a copy of 20% Design plans. DP to submit an electronic copy in a portable document format (pdf) of the Final BDM.

### **Task 503 Conduct Field and Record Investigation**

#### **A. Preliminary Design Site Walk-Through**

1. Generate base plan sheets with of existing utilities and surface features in the right-of-way, including proposed new sewer alignments in 20:1 scale on 22" X 34" paper (unless approved otherwise) for construction drawings, incorporating City's GIS information, topographic survey data, utility research, and review of the City provided as-constructed drawings.

2. Meet with City staff and representative(s) from the City of Riverside in the field to review the base plan sheets for the project sites and provide recommendations on new sewer alignments and receive City's comments. All decisions made in the field need to be documented in a memo addressed to the project manager. City will approve alignments or notify the Consultant with any changes within 2 weeks from the date of the field review.
3. Determine the need for permanent and temporary construction easements along the proposed sewer alignments.

**B. New Horizons Pump Station Hydraulic Analysis**

1. Conduct a computer desk-top hydraulic evaluation of the New Horizons Pump Station and force main utilizing standards established by Hydraulic Institute.
  - a. The hydraulic calculations will be performed utilizing spreadsheet computer software (e.g., Microsoft Excel). This analysis will not utilize flow modeling software such as InfoWorks or XPSWMM.
  - b. Evaluate pump and system curves to determine existing pump station capacity in the full range of operational conditions.
  - c. Evaluate current flowrates to the New Horizons Pump Station. This evaluation will be based upon information provided by the City such as engineering reports, pump run-time data or previously measured flow metering data.
  - d. Summarize results of the desktop analysis in a Technical Memorandum.

**C. Private Sewer Connectivity Evaluations:**

1. Coordinate with the City of Riverside to identify private properties currently connected to the Burlington Creek force main.
2. Coordinate with property owners to schedule and conduct a site evaluation for those properties identified as having an connection to the Burlington Creek Force main. This evaluation will establish existing sewer connectivity and evaluate alternatives for connection to the new gravity interceptor sewer.
3. Develop a Technical Memorandum summarizing expected private property sewer elevations, summarize plans to provide new sewer service with either modification to the existing private lift station or plans for installation of a new gravity service lateral. If installation of a private lateral is the selected method for new service, a decommissioning plan for the private lift station will also be outlined within the TM.

**Task 504 Conduct Field Topographical and Boundary Survey.**

Design Professional will conduct survey work to include the following:

1. Topographic Design Survey: Design Professional will provide a Topographic Design Base File for Burlington Creek, Riverside and New Horizons Pump Station, and a 200' wide corridor over the two (2) proposed sewer main routes consisting of approximately 8,300 linear foot. This work will also include survey sewer three (3) sewer crossings of the Burlington Northern Railroad that will require flagman coordination for access along the railroad.

2. The survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals and location of existing features (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Missouri One-Call system, and any utilities marked will be shown on the topography survey. The horizontal control will be tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and the vertical control will be referenced to the North American Vertical Datum, NAVD 88.
3. DP to provide a boundary survey and title review for the approximately thirty one (31) properties (refer to the following items for additional information on easement exhibit descriptions).
  - a. Topographic Survey of Burlington Creek, Riverside and New Horizons Pump Stations, as well as approximately 8,300 LF of new sewer corridor:
  - b. Topographic Survey of an assumed 20 boring locations.
  - c. Survey of 13 private lift stations (invert of pump station influent only)
  - d. Coordination with BNSF Rail for Flagman
  - e. Missouri One Call Coordination with three (3) additional site visits
  - f. Boundary Survey and Title Review for an assumed eighteen (18) properties.
  - g. Temporary Construction Easement exhibits associated with the thirteen (13) private lift stations

#### **Task 505 Conduct Geotechnical Investigations**

Design Professional will conduct geotechnical investigations including the following services:

1. Drilling and Logging Services
  - a. Coordination and General Notes
    - i. Contact Missouri One Call to locate underground utilities. Should Missouri One Call be unresponsive or incomplete in their efforts to locate underground utilities, DP will either relocate the soil borings to a location considered safe for drilling or negotiate with the City an appropriate resolution for securing responsive and accurate utility locates at no additional cost to the DP.
    - ii. All boring locations must be readily accessible. Should the City request one or more borings to be located in an inaccessible area, DP will negotiate with the City an appropriate resolution for providing access at no additional cost to the DP.
  - b. Field Exploration
    - i. Utilize a truck-mounted drill rig to complete twenty (20) soil test borings for the geotechnical exploration. The borings will be located at the planned manhole locations, with additional borings planned at the railroad and street crossings. The borings will generally be advanced to depths of 30 feet each. The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower.
    - ii. Split spoon samples will be collected from the soil test borings at 5 foot intervals. Thin walled tube samples may be obtained from select borings.

- iii. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
  - iv. After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.
  - v. The boreholes will be logged by a geologist or geotechnical engineer separate from the two-man drill crew.
2. Laboratory Services
- a. Split barrel samples will be visually observed and measured for moisture content
  - b. Thin walled tube samples will be tested for unconfined compressive strength and measured for soil moisture content and density.
  - c. Selected samples will be analyzed for grain size distribution and Atterberg limits to aid in soil classifications.
3. Geotechnical Report
- a. A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will provide geotechnical considerations regarding design of the new sewer line.

#### **Task 506 Conduct Environmental Study**

DESIGN PROFESSIONAL will perform a limited environmental screening analysis for the proposed new gravity sewer route. As requested, the scope has been divided into two tasks to allow for additional document review following the initial screening. A limited scope site visit is included in this scope of work. No sampling has been included in the scope of work.

1. Review of Documents from Third-Party Vendor and Limited Site Reconnaissance
  - a. The environmental analysis will be a desk-top assessment using a search of environmental regulatory databases, Sanborn® Maps, city directories, historical topographic maps and historical aerial photographs.
  - b. A preliminary site area walk will be included in the limited assessment to collect information on addresses of the buildings along the immediate route of the new sewer mains and readily apparent tenant information based on building signage observed from the street level. Significant physical features will also be observed and documented, such as waterways and site area general topographic and drainage features. The scope does not include entering any buildings or conducting any interviews.
  - c. Site photographs will be taken along the planned sewer routes and included in the project file. Select representative photographs will be included in a brief photolog that will be included in an appendix to the report memorandum.
  - d. Findings from this environmental assessment will be summarized within a Technical Memorandum

**Task 507      Coordinate with City of Riverside**

DESIGN PROFESSIONAL will meet with City of Riverside staff at their offices or virtually to review the contents of the BDM and other Technical Memorandum to obtain comments relative to the design approach. City of Riverside staff will be briefed on the design components so that they are consulted on the designed capacity for conveyance of City of Kansas City, Missouri, flows, construction arrangements/sequencing arrangements needed during construction, and possible short-term outages required for connections during force main assessment and construction of improvements. Up to five (5) meetings will be held with City of Riverside representatives at their offices or virtually.

**Task 508      Utility Coordination**

Follow the City’s standard four step process. Before new sewer alignments have been set, 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. Follow up 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. Copies of all correspondence with the utilities should be submitted to WSD in a packet with 30%, 60%, 90% design submittals.

**Task 509      Draft Easement Exhibits for Easement Acquisition**

1. Easement Descriptions and Exhibits Only:
  - a. DP shall prepare legal descriptions and exhibits for easements requiring separate documents, including surface drainage easements, temporary construction easements, Best Management Practice (BMP) easements, and easements for off-site utilities, as required by City, local utility companies, or Client. City shall be responsible for obtaining signatures and preparing the legal documentation associated with the exhibits. This scope includes an assumed eighteen (18) permanent easements for the sewer interceptors.

**Task 510      Envision Sustainable Infrastructure Design Evaluation for Tier 1 Projects.**

The DESIGN PROFESSIONAL shall review the predetermined Envision™ credits based on the appropriate project type as provided in the KC Water Sustainability Playbook. The DESIGN PROFESSIONAL shall evaluate the credits, along with the Project Manager, at each scoped phase of design and construction phase covered by the contract. The DESIGN PROFESSIONAL shall utilize the Conversation Guide and update the Sustainability Tracking Spreadsheet with each evaluation. Following the final evaluation the DESIGN PROFESSIONAL shall provide a memorandum and the Sustainability Tracking Spreadsheet summarizing how the project met the sustainability goals set for the project and how the project increased sustainability using the selected Tier 1 credits. Envision™ certification is not included in this scope.

## **Task 511      Permitting**

### **A.    Coordinate with Burlington-Northern-Sante Fe (BNSF) Railroad Company**

Design Professional will meet with railroad representatives to discuss and document proposed work within the railroad right-of-ways through investigations, designs, plans, and specifications. Up to four (4) meetings will be held with railroad representatives at their offices or virtually. Design Professional shall submit the application, but application fees are not included in this scope of services.

### **B.    Coordinate with Missouri Department of Transportation (MODOT)**

Design Professional will meet with MODOT representatives to discuss and document proposed work within the MODOT right-of-ways through investigations, designs, plans, and specifications. Up to four (4) meetings will be held with MODOT representatives at their offices or virtually. Design Professional shall submit the application, but application fees are not included in this scope of services.

### **C.    Coordinate with US Army Corp of Engineers (USACE) and Riverside/Quindaro Bend Levee District**

Design Professional will meet with USACE representatives and/or Riverside/Quindaro Bend Levee District (RQLD) to discuss and document proposed work within the critical area of the Missouri River levee through investigations, designs, plans, and specifications, including constructing a new sewer interceptors and sewer mains in the zone of influence of the Missouri River. Up to four (4) meetings will be held with USACE representatives at their offices or virtually. Design Professional shall submit the application, but application fees are not included in this scope of services.

### **D.    Prepare SWPPP**

Using the City's approved template, and projects disturbing over 1 acre in area, 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 20-6.200.

## **Task 512      Contract Documents**

Design Professional shall draft construction drawings and specifications at 30-, 60-, 90-, and 100-percent design completion stages for each of the following project elements, which include design of the new sewer interceptor, pump station decommissioning and new private sewer laterals for connection to the new sewer interceptor. At each stage, DP shall submit a draft copy for review by WSD. The following identifies the level of completeness at each design stage.



## **A. Prepare 30% Design Contract Drawings**

1. Interceptor Sewer - DP shall complete a 30-percent design level evaluation of the new sewer interceptors based on results of the topographic survey, geotechnical investigations, environmental study, and findings from the preliminary design site walk-through. The plans shall include base map plan view of the proposed sewer alignment.
2. Pump Station Decommissioning – DP shall complete a 30-percent design level evaluation for decommissioning of Burlington Creek and Riverside Pump Stations. Plans shall include a site plan indicating the general level of effort required to decommission the stations.
3. Private Laterals – DP shall complete a 30-percent design level evaluation of the private properties identified as connected to the Burlington Creek Force main. At minimum, the plans shall include a base map indicating the proposed alignment of the new sewer lateral and connection to the new sewer interceptor.

## **B. Prepare 60-, 90-, 100-percent Contract Documents**

Design Professional will produce 60-, 90-, and 100-percent complete contract documents (drawings and specifications) and submit to the City for review. Following each submittal, a progress meeting will be scheduled within 14 working days to receive comments from the City. The drawings will be prepared in 22x34 sheet format in the latest version of AutoCAD utilizing the City's standard drawing border and Design Professional's drawing standards. The technical specifications will include the City standard "front-end" contract documents and be developed in Microsoft Word using the Engineer's standard specification guides and format. Documents will be provided to City for review in pdf format.

The DP's evaluation for each level design submittal shall include the following:

1. Drawings and specifications for the 60-percent submittal will have the alignments/profiles completed, and the design of connection details will be initiated/developed. Drawing plans and commodity specifications will be started.
2. Drawings and specifications for the 90-percent submittal will have all drawings completed and specifications mostly complete. All remaining specifications (including Front Ends, sequencing plans, and discipline-specific / commodity specifications will be completed). The deliverable will be documents which are complete with the exception of the internal quality control review.
3. Drawings and specifications for the 100-percent submittal will have all internal quality control and City comments incorporated. The deliverable will be final sealed and signed construction documents suitable for bidding.

## **C. Opinion of Probable Construction Cost.**

Design Professional will prepare an opinion of probable construction (OPCC) cost for the project improvements designed at 60- and 100-percent complete. A copy of the OPCC will be

submitted to the City for review. The 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 600 - BID PHASE SERVICES**

Design Professional will perform the following bidding services:

- Prepare Advertisement Information. Design Professional will assist the City in establishing a bid opening date, coordinate reproduction and distribution of the bid documents, and maintain a list of plan holders. Potential bidders will purchase their own sets of project drawings and contract specifications.
- Pre-Bid Assistance. Design Professional will schedule and conduct a pre-bid conference, respond to questions from bidders, advise the City of any inquiries prior to the bid opening from contractors/subcontractors/suppliers, and prepare addendum as required to respond to questions and provide clarification.
- Bid Opening. Design Professional will attend the bid opening and assist the City in reviewing the bids for completeness and accuracy.
- Review Bidder Qualifications. Design Professional will review the bids for completeness and conformance with the bidding requirements, provide a credit history review of the apparent low bidder, review subcontractors, and prepare a bid tabulation and letter with recommendation of award.

### **TASK SERIES 700 - CONSTRUCTION PHASE SERVICES** *(Follow-on Phase Task)*

This task is currently not included with the current scope of services. At the City's option, this follow-on task can be added to this scope by contract amendment to this contract negotiated and agreed to by both parties.

### **TASK SERIES 800 - OPTIONAL SERVICES**

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

If subsurface conditions vary significantly between the borehole locations, supplemental borings will be drilled in between the borings at the manholes. It is assumed that up to eight (8) additional borings may be located between the base borings depending on subsurface conditions (see following sentences).

**B.** Additional work beyond the quantification in the Base Scope of Services.

- Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

**B.** Changes in the general scope, extent, design, or character of the project, including, but not limited to:

- Changes in size or complexity;
- CITY's project schedule, design, or character of construction;
- Method of financing or availability of funding;

**IV. CITY'S RESPONSIBILITIES**

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

- A.** Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B.** CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- C.** CITY's Project Manager will coordinate meetings between City staff and the DP.
- D.** Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- E.** Bidding Services. CITY will provide the following bidding phase services:
  1. Conduct the pre-bid conference.
  2. Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
  3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.

## **V. EXCLUSIONS**

- A.** Pump hydraulic analysis associated with the Line Creek Pump Station.
- B.** Surge Analysis or sewer modeling

(End of Scope of Services)

DRAFT

**Project Name - Burlington Creek and Riverside Pump Station Decommissioning and Extension of Interceptor Sewer  
Final Design Engineering Fee Estimate - Summary Sheet - ATTACHMENT C-1**

3/15/2021

Firm Staff Member		EAE Budget							Olsson Budget												
Tasks ID	Description	Principal-in-Charge	Project Manager	Proj. Engr IV	Engineering Tech 1	Engineering Tech 2	Project Admin.	Enviro. Engineer	QA/QC	Sr. Engineer	Proj. Engineer 1	Proj. Engineer 2	Structural Engr	Trenchless Engineer	Total HRS	EAE Total AMT	Olsson Total AMT	Total AMT	Other Direct Expenses	Sub-Consultant Expenses	Total
<b>100</b>	<b>Project Management and Administration</b>																				
101	Project Management Services	-	96	-	-	-	-	-	-	-	-	-	-	-	96	\$ 15,840.00	\$ -	\$ 15,840.00			\$ 15,840.00
102	Monthly Invoicing and Status Reports	24	48	-	-	-	96	-	-	-	-	-	-	-	168	\$ 23,616.00	\$ -	\$ 23,616.00			\$ 23,616.00
103	Quality Control	24	48	-	-	-	-	24	96	-	-	-	-	-	192	\$ 17,232.00	\$ 19,680.00	\$ 36,912.00			\$ 36,912.00
104	Sub consultant Agreement and Admin	-	24	-	-	-	24	-	-	24	-	-	-	-	72	\$ 6,480.00	\$ 4,560.00	\$ 11,040.00			\$ 11,040.00
105	Project Kickoff Meeting	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -			\$ -
106	Work Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -			\$ -
107	Progress Meetings	-	72	-	-	-	-	-	-	72	-	-	-	-	144	\$ 11,880.00	\$ 13,680.00	\$ 25,560.00			\$ 25,560.00
108	Monthly Progress Reports	24	96	-	-	-	96	-	-	-	-	-	-	-	216	\$ 31,536.00	\$ -	\$ 31,536.00			\$ 31,536.00
SUB-TOTALS (Labor Hours)		72	384	0	0	0	216	24	96	96	0	0	0	0	888						
SUB-TOTALS		\$ 16,848.00	\$ 63,360.00	\$ -	\$ -	\$ -	\$ 22,680.00	\$ 3,696.00	\$ 19,680.00	\$ 18,240.00	\$ -	\$ -	\$ -	\$ -		\$ 106,584.00	\$ 37,920.00	\$ 144,504.00	\$ -	\$ -	\$ 144,504.00
<b>500</b>	<b>Final Design Sewer Extension</b>																				
501	Review Existing Documents, Drawings and GIS Data	-	40	60	-	-	-	-	-	24	16	20	-	-	160	\$ 15,480.00	\$ 8,840.00	\$ 24,320.00			\$ 24,320.00
502	Draft Basis of Design Memorandum	-	80	80	40	-	40	-	-	40	40	20	4	-	344	\$ 33,440.00	\$ 15,740.00	\$ 49,180.00			\$ 49,180.00
503	Conduct Field and Record Investigation																				
a.	Prelim. Design Site Walk-Through	-	8	12	-	-	-	-	-	8	12	-	-	-	40	\$ 3,096.00	\$ 3,080.00	\$ 6,176.00	\$ 1,000.00		\$ 7,176.00
b.	New Horizons Pump Station Hydraulic Analysis	-	-	-	-	-	-	-	-	12	20	8	-	-	40	\$ -	\$ 5,760.00	\$ 5,760.00	\$ 500.00		\$ 6,260.00
c.	Private Sewer Connectivity Evaluation	-	48	60	60	-	-	-	-	-	-	-	-	-	168	\$ 23,100.00	\$ -	\$ 23,100.00	\$ 1,000.00		\$ 24,100.00
504	Conduct Field Topographical and Boundary Survey	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -		\$ 55,000.00	\$ 55,000.00
505	Conduct Geotechnical Investigations	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -		\$ 44,169.00	\$ 44,169.00
506	Conduct Environmental Study	24	8	-	-	-	-	46	-	-	-	-	-	-	78	\$ 14,020.00	\$ -	\$ 14,020.00			\$ 14,020.00
507	Coordinate with the City of Riverside	-	32	-	24	-	-	-	16	24	24	8	-	-	128	\$ 7,800.00	\$ 11,840.00	\$ 19,640.00	\$ 500.00		\$ 20,140.00
508	Utility Coordination	4	12	36	48	-	48	-	-	-	-	-	-	-	148	\$ 18,324.00	\$ -	\$ 18,324.00	\$ 1,000.00		\$ 19,324.00
509	Draft Easement Exhibits for Easement Acquisition	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$ -	\$ -	\$ -		\$ 14,500.00	\$ 14,500.00
510	EnvisionTM Consideration	-	16	-	-	-	-	36	-	-	-	-	-	-	52	\$ 8,184.00	\$ -	\$ 8,184.00			\$ 8,184.00
511	Permitting																				
a.	Railroad (BNSF)	-	24	40	-	-	-	-	-	24	32	-	-	-	120	\$ 9,880.00	\$ 8,720.00	\$ 18,600.00			\$ 18,600.00
b.	MoDOT	-	24	40	-	-	-	-	-	12	2	22	-	-	100	\$ 9,880.00	\$ 4,960.00	\$ 14,840.00			\$ 14,840.00
c.	COE Levee	-	24	40	-	-	-	-	-	24	32	-	-	-	120	\$ 9,880.00	\$ 8,720.00	\$ 18,600.00			\$ 18,600.00
d.	SWPPP	-	12	-	32	-	-	20	-	-	-	-	-	-	64	\$ 8,420.00	\$ -	\$ 8,420.00			\$ 8,420.00
512	Contract Documents																				
A.	Pump Station Decommissioning																				
(1)	30% Design and Specifications	-	16	-	-	-	-	-	4	12	32	8	4	-	76	\$ 2,640.00	\$ 8,880.00	\$ 11,520.00			\$ 11,520.00
(2)	60% Design and Specifications	-	36	-	-	-	-	-	4	36	82	40	16	-	214	\$ 5,940.00	\$ 25,680.00	\$ 31,620.00			\$ 31,620.00
(3)	90% Design and Specifications	-	24	-	-	-	-	-	4	24	44	20	-	-	116	\$ 3,960.00	\$ 13,300.00	\$ 17,260.00			\$ 17,260.00
(4)	100% Design and Specifications	-	12	-	-	-	-	-	4	8	40	8	-	-	72	\$ 1,980.00	\$ 8,420.00	\$ 10,400.00	\$ 2,000.00		\$ 12,400.00

**Project Name - Burlington Creek and Riverside Pump Station Decommissioning and Extension of Interceptor Sewer**  
**Final Design Engineering Fee Estimate - Summary Sheet**

3/15/2021

Firm Staff Member		EAE Budget							Olsson Budget												
Tasks ID	Description	Principal-in-Charge	Project Manager	Proj. Engr IV	Engineering Tech 1	Engineering Tech 2	Project Admin.	Enviro. Engineer	QA/QC	Sr. Engineer	Proj. Engineer 1	Proj. Engineer 2	Structural Engr	Trenchless Engineer	Total HRS	EAE Total AMT	Olsson Total AMT	Total AMT	Other Direct Expenses	Sub-Consultant Expenses	Total
<b>B. Public Interceptor Sewer</b>																					
(1)	30% Design and Specifications	4	48	72	120	120	-	-	16	48	50	32	24	16	550	\$ 44,712.00	\$ 30,380.00	\$ 75,092.00			\$ 75,092.00
(2)	60% Design and Specifications	18	240	240	264	264	-	-	24	120	152	60	36	36	1454	\$ 134,772.00	\$ 68,660.00	\$ 203,432.00			\$ 203,432.00
(3)	90% Design and Specifications	24	160	180	180	180	-	-	24	120	104	40	36	32	1080	\$ 96,456.00	\$ 59,340.00	\$ 155,796.00			\$ 155,796.00
(4)	100% Design and Specifications	24	72	90	100	100	-	-	24	48	40	8	24	16	546	\$ 51,816.00	\$ 28,080.00	\$ 79,896.00	\$ 2,000.00		\$ 81,896.00
<b>C. Private Laterals</b>																					
(1)	30% Design and Specifications	4	24	48	72	-	-	-	-	24	-	-	-	-	172	\$ 19,560.00	\$ 4,560.00	\$ 24,120.00			\$ 24,120.00
(2)	60% Design and Specifications	8	72	120	180	-	-	-	-	60	-	-	-	-	440	\$ 50,412.00	\$ 11,400.00	\$ 61,812.00			\$ 61,812.00
(3)	90% Design and Specifications	6	60	96	128	-	-	-	-	40	-	-	-	-	330	\$ 38,952.00	\$ 7,600.00	\$ 46,552.00			\$ 46,552.00
(4)	100% Design and Specifications	4	36	36	64	-	-	-	-	24	-	-	-	-	164	\$ 18,924.00	\$ 4,560.00	\$ 23,484.00	\$ 2,000.00		\$ 25,484.00
SUB-TOTALS (Labor Hours)		120	1,128	1,250	1,312	664	88	102	120	732	722	294	144	100	5,214						
SUB-TOTALS		\$ 28,080.00	\$ 186,120.00	\$ 185,000.00	\$ 137,760.00	\$ 69,720.00	\$ 9,240.00	\$ 15,708.00	\$ 24,600.00	\$ 139,080.00	\$ 93,860.00	\$ 32,340.00	\$ 26,640.00	\$ 22,000.00		\$ 631,628.00	\$ 338,520.00	\$ 970,148.00	\$ 10,000.00	\$ 113,669.00	\$ 1,093,817.00
<b>600 Bid Phase Services</b>																					
601	Bid Phase Services	4	48	54	54	-	-	-	24	36	48	4	4	4	280	\$ 22,518.00	\$ 20,060.00	\$ 42,578.00	\$ -	\$ -	\$ 42,578.00
SUB-TOTALS (Labor Hours)		4	48	54	54	0	0	0	24	36	48	4	4	4	280						
SUB-TOTALS		\$ 936.00	\$ 7,920.00	\$ 7,992.00	\$ 5,670.00	\$ -	\$ -	\$ -	\$ 4,920.00	\$ 6,840.00	\$ 6,240.00	\$ 440.00	\$ 740.00	\$ 880.00		\$ 22,518.00	\$ 20,060.00	\$ 42,578.00	\$ -	\$ -	\$ 42,578.00
<b>TOTAL LABOR HOURS</b>		<b>196</b>	<b>1,560</b>	<b>1,304</b>	<b>1,366</b>	<b>664</b>	<b>304</b>	<b>126</b>	<b>240</b>	<b>864</b>	<b>770</b>	<b>298</b>	<b>148</b>	<b>104</b>	<b>7,944</b>						
<b>BILLING RATES</b>		<b>\$ 234.00</b>	<b>\$ 165.00</b>	<b>\$ 148.00</b>	<b>\$ 105.00</b>	<b>\$ 105.00</b>	<b>\$ 105.00</b>	<b>\$ 154.00</b>	<b>\$ 205.00</b>	<b>\$ 190.00</b>	<b>\$ 130.00</b>	<b>\$ 110.00</b>	<b>\$ 185.00</b>	<b>\$ 220.00</b>	<b>-</b>						
<b>TOTAL COST</b>		<b>\$ 45,864.00</b>	<b>\$ 257,400.00</b>	<b>\$ 192,992.00</b>	<b>\$ 143,430.00</b>	<b>\$ 69,720.00</b>	<b>\$ 31,920.00</b>	<b>\$ 19,404.00</b>	<b>\$ 49,200.00</b>	<b>\$ 164,160.00</b>	<b>\$ 100,100.00</b>	<b>\$ 32,780.00</b>	<b>\$ 27,380.00</b>	<b>\$ 22,880.00</b>	<b>-</b>	<b>\$ 760,730.00</b>	<b>\$ 396,500.00</b>	<b>\$ 1,157,230.00</b>	<b>\$ 10,000.00</b>	<b>\$ 113,669.00</b>	<b>\$ 1,280,899.00</b>

Total Design Professional Services = \$ 1,157,230.00  
 Total Expenses & Sub-Consultant Costs = \$ 123,669.00  
 Total Contract Amount = **\$ 1,280,899.00**

<b>800 Optional Services</b>																					
801	Additional Engineering	24	84	120	146	120	40	24	24	60	120	54	12	12	840	\$ 73,062.00	\$ 42,720.00	\$ 115,782.00	\$ 18.00	\$ 18,000.00	\$ 133,800.00
<b>OPTIONAL SERVICES - TOTAL HRS</b>		<b>24</b>	<b>84</b>	<b>120</b>	<b>146</b>	<b>120</b>	<b>40</b>	<b>24</b>	<b>24</b>	<b>60</b>	<b>120</b>	<b>54</b>	<b>12</b>	<b>12</b>	<b>840</b>						
<b>OPTIONAL SERVICES - TOTAL COST</b>		<b>\$ 5,616.00</b>	<b>\$ 13,860.00</b>	<b>\$ 17,760.00</b>	<b>\$ 15,330.00</b>	<b>\$ 12,600.00</b>	<b>\$ 4,200.00</b>	<b>\$ 3,696.00</b>	<b>\$ 4,920.00</b>	<b>\$ 11,400.00</b>	<b>\$ 15,600.00</b>	<b>\$ 5,940.00</b>	<b>\$ 2,220.00</b>	<b>\$ 2,640.00</b>	<b>-</b>	<b>\$ 73,062.00</b>	<b>\$ 42,720.00</b>	<b>\$ 115,782.00</b>	<b>\$ 18.00</b>	<b>\$ 18,000.00</b>	<b>\$ 133,800.00</b>

Total Optional Services = \$ 133,800.00  
 Grand Total w/ Optional Services = **\$ 1,414,699.00**

# ATTACHMENT F

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: \_\_\_\_\_  
 Submitted By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_