

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81000990 / CONTRACT NO. 1659**  
**FOR RELIEF SEWER: DYKES BRANCH INTERCEPTOR**  
**WATER SERVICES DEPARTMENT**

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

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.** The services to be provided under this Agreement are for the following project (Project) and purpose:

Professional Engineering services are required for: development of sewer system relief sewer alternatives considering the sizing of the relief sewer, its alignment, the quantity and location(s) of cross connections between the existing interceptor and the relief sewers, and preliminary and final design of the selected alternative to provide the necessary conveyance capacity to meet the Consent Decree level of service requirements. The City will provide the updated hydraulic modeling results that will need to be evaluated by the Design Professional.

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

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

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

**Sec. 3. Term.** Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by

Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,230,000.00, as follows:
1. \$846,080.00 for the services performed by Design Professional under this Agreement.
  2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$272,950.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$110,970.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and

schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

**B. Method of Payment.**

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

**C. Condition Precedent to Payment.**

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

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

**Water Services Department**  
Office of the Director  
4800 E. 63<sup>rd</sup> Street

Kansas City, MO 64130  
Phone: (816) 513-0504  
Facsimile: (816) 513-0226  
E-mail address: [wes.minder@kcmo.org](mailto:wes.minder@kcmo.org)

**Design Professional:**

Firm Name: Lamp Rynearson, Inc.  
Contact: Laura Gray, P.E., ENV SP  
Address: 9001 State Line Rd, Ste. 200, Kansas City, MO 64114  
Phone: (816) 823-7244  
E-mail address: [Laura.Gray@lamprynearson.com](mailto:Laura.Gray@lamprynearson.com)

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

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

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

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

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City-Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project

Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

**Attachment A** – Scope of Services

**Attachment B** – Electronic Data Requirements

**Attachment C** – Engineering Fee Summary and Schedule of Position Classifications

**Attachment D** – Licensed Geographical Information System Data

**Attachment E** – CREO KC Documents

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

**Attachment F** – Employee Eligibility Verification Affidavit

**Attachment G** – Truth-In-Negotiation Certificate

**Attachment H** – Affidavit of Compliance with the Federal Consent Decree

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

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

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

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

**Attachment J** – Non-Construction Application for Payment

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

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

**Sec. 12. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain

damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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



## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

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

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

#### Sec 3. Insurance.

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



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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory  
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Sec. 11. Acceptance.**

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

#### **Sec. 12. Modification.**

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

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

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

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

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

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

#### **Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Tax Compliance.**

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

#### **Sec. 17. Assignability and Subcontracting.**

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

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

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

#### **Sec. 18. Conflicts of Interest.**

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

#### **Sec. 19. Conflict of Interest - Certification.**

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

#### **Sec. 20. Buy American Preference.**

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

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

#### **Sec. 21. Independent Contractor.**

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

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221\\_678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Quality Services Assurance Act.**

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

**Sec. 24. Anti-Discrimination Against Israel.**

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

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

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

**Sec. 26. Non-Discrimination in**

**Employment.**

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

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

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

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

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

**Sec. 28. Affirmative Action.**

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

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

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

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

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

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

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



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

### **Section 30. Truth-In-Negotiation Certificate.**

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

### **Section 31. Consent Decree Project**

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

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

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

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

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

**ATTACHMENT A**

**SCOPE OF SERVICES**

## ATTACHMENT A SCOPE OF SERVICES

Design Professional: Lamp Rynearson, Inc.  
Owner: City of Kansas City, Missouri (City)  
Project: Relief Sewer: Dykes Branch Interceptor  
City Contract No: 1659  
City Project No: 81000990

### I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate a relief sewer to maximize flow downstream to the Blue River Interceptor Sewer (BRIS). Flow will be conveyed from Manhole S149-140, located south of the intersection of W. 89<sup>th</sup> and Ward Parkway, to Manhole S151-469, north of Bannister Road at the end of Grand Avenue. The purpose of this project is to reduce sanitary sewer overflows in the Dykes Branch Interceptor in the Blue River South Basin, Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to convey the 5-year peak sanitary sewer flow without causing sanitary sewer overflows by designing a parallel relief sewer and cross connections that improves the conveyance capacity in the Dykes Branch Interceptor which is in the Blue River South Basin. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, the requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare preliminary and construction contract documents for the Relief Sewer: Dykes Branch Interceptor project as part of the Smart Sewer Program (SSP). The project will design a parallel relief sewer and cross connections between the existing sewers and the parallel relief sewer. The estimated footage of relief sewer pipe is approximately: **5,100 linear feet of 10-inch to 36-inch diameter sanitary sewer mains and cross connections between the existing sewers and the new relief sewer.**

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

Critical project success factors are:

1. Engaging professionals with proven experience in evaluating pipe hydraulics and design of sanitary sewers, construction administration, and providing resident project representative services.
2. Developing constructable sanitary relief sewer alignments that consider open-cut and trenchless pipe installation methods and may incorporate cross connections, parallel pipes, and pipes that cross or are adjacent to a stream that is susceptible to periodic flooding.
3. Designing sanitary sewers within a site-constrained urban environment along a busy thoroughfare and CITY obtaining temporary construction and permanent easements in time to allow for construction to reach Achievement of Full Operation (AFO) within the Consent Decree's required deadline of December 31, 2025.
4. Coordination with KC Water's Smart Sewer Program Team to share hydraulic modeling, manhole inspection, and CCTV data in a collaborative environment of data transfers and analyses.
5. Collaboration/coordination with KC Water's Smart Sewer Program team in public outreach and working with other City departments and stakeholders.

D. Follow-On Phases. At the discretion of the CITY and after completion of the bidding phase of the project, the DESIGN PROFESSIONAL may be requested to provide additional services related to the construction phase of the project.

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

F. Responsibilities of CITY and SSP Team.

1. The CITY's assigned project manager will coordinate communication and all activities with CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL shall work directly with the SSP Team throughout the project.

G. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

1. Performance of professional engineering services necessary to develop final design for the conveyance of the sanitary sewer flow through a relief sewer located between MH S149-140 to MH S151-469 upstream of the BRIS in the Blue River South Basin. The

preliminary design shall expand on the plan for the relief sewer as identified in the City of Kansas City, Missouri's *Dykes Branch Relief Sewers- Updated Model Results and Recommended Improvements* dated January 2022.

2. Requested services include field survey; sewer system characterization including confirming connectivity for the preliminary and final design of a parallel relief sewer; evaluation of quantity and location of cross connections between existing sewer interceptor(s) and new relief sewer; utility investigations; review of CITY provided flow hydrographs; analysis of dry and wet weather sanitary flows; coordination with CITY departments and utility; assisting CITY with acquisition of temporary construction and permanent easements; infrastructure planning; preparation of concept alternatives analysis and opinion of probable construction costs.

#### H. Project Needs/Goals

1. Field survey for relief sewer alignment and cross connections between existing sewers and relief sewer.
2. Integrated public infrastructure evaluations that consider other existing and planned construction activities that may impact, or be impacted by, the project.
3. Review of existing sewers to help develop relief sewer alignment and sizing for parallel relief sewer of existing sewers to convey the peak 5-year peak flows without causing sanitary sewer overflows.
4. Alternatives for the quantity and location of the cross connections between the existing sewers and the relief sewer to determine the most cost-effective of the evaluated alternatives relief sewer alignment and location and quantity of cross connections.
5. Recommended relief sewer alternative, cross connections, relief sewer routing and sizing, opinion of probable construction costs and construction schedule required to convey the required flow in the sanitary system.
6. Preliminary and final design for new relief sanitary sewer and cross connections based on recommended alignment and the most cost-effective alternative.
7. City acquisition of temporary construction and permanent easements for the sewer alignment,
8. Perform a utility survey, soil borings as necessary, and develop GIS mapping of known and discovered underground structures and piping per WSD standards in an ArcGIS 10.0 geodatabase, including integration of GIS mapping and data into the existing CITY database.

#### I. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

Task Series 100 - Project Management and Administration

Task Series 200 - Public Involvement

Task Series 300 - Field Investigations and Data Review

Task Series 400 - Alternatives and Routing Alignment Evaluation

Task Series 500 - Preliminary Design

Task Series 600 - Utility Coordination

Task Series 700 - Envision™ Sustainability Design

Task Series 800 - Work Tracking Application

Task Series 900 - Develop Construction Contract Drawings and Limited Specifications

Task Series 950 – Bidding Phase Services

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

## II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete Task Series 300, 400 & 500 within 150 calendar days following NTP, and Task Series 200, 600, 700, 800, 900 & 1000 within 215 calendar days thereafter. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL, as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL within seven (7) 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 describes the Basic Scope of Services to be provided by the DESIGN PROFESSIONAL under the Project.

## **TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION**

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

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

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

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

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

A project schedule shall be developed and maintained by the DESIGN PROFESSIONAL in Primavera (P6) or Microsoft Project. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

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

- a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in eBuilder, monthly, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

The DESIGN PROFESSIONAL's monthly status report shall also include a progress update, including actual DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts outlined in the project's Workplan. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and actual amounts to date of the invoice period that clearly shows each of the monthly amounts and progress to date versus forecast. The DESIGN PROFESSIONAL shall also describe progress and summarize issues related to the earned value of the completed work for each task series and how that progress relates to their forecasted invoice amounts from the project's Workplan.

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

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

#### **Task 104 Quality Control**

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

#### **Task 105 Work Plan**

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum, the following:
  - a. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.



- b. A summary of the project's scope of services and the DESIGN PROFESSIONAL's plan to complete the work within their project schedule.
  - c. The DESIGN PROFESSIONAL's baseline project schedule.
  - d. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced monthly through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast that clearly shows each of the monthly amounts forecasted.
  - 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 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested and at the time of the construction phase services at a minimum.

**Task 106 Meetings**

- 1. **Project Kickoff Meeting.** After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, the proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.
- 2. **Monthly Progress Meetings.** Participate in up to 11 progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items shall be discussed. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

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

### **Task 201 Public Meeting Assistance**

DESIGN PROFESSIONAL shall assist CITY in preparing for one (1) Public Meeting following 30% design deliverables. The meeting will focus on communicating to the residents and business owners the anticipated nature, location, and schedule of planned work in the project area. Input from the public regarding sanitary sewer overflows, construction impact, traffic control, and any other challenges directly related to planned improvements shall be noted by the DESIGN PROFESSIONAL and incorporated into 60% design.

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

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

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

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

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

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

The DESIGN PROFESSIONAL shall review CCTV inspection videos and data (for approximately 8,000 linear feet of pipe) and manhole inspection reports for up to 100 manholes to identify defects in main sewers, manholes, service laterals, and verify system connectivity and identify I/I defects. Reference WSD protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. CCTV Investigation Protocol dated February 2019

### **Task 302 Topographic and Land Survey**

The DESIGN PROFESSIONAL shall conduct a topographic survey in sufficient detail to serve as the basis for preliminary and final design. Existing conditions shall be surveyed to determine critical features within the project area, including the proposed pipeline alignment of the project site for proposed improvements. The survey shall be delivered in standard text file, electronic topographic survey files including contours at one (1.0) foot contour interval in CAD format. These services shall include the following tasks:

1. Horizontal and Vertical Control- The horizontal control coordinates shall be indicated in State Plane Coordinates conforming to NAD (North American Datum) 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control shall conform to NAVD (North American Vertical Datum) 1988.
2. Detailed Topographic Survey- Perform a detailed topographic survey along with easements where existing sewers are located and for the proposed relief sewer alignment within existing public right-of-way and street corridors from right-of-way to right-of-way where existing sewers are located, or where new sewers are likely to be required based on proposed design. The topographic survey shall include the location of sanitary sewer lines, manholes, waterlines, stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveway, curbs, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Manholes shall be named as shown in the CITY's GIS.
3. Prepare Base Map- Prepare a base map of existing parcels, with the owner's name and address, and right-of-way with the project boundaries. The base map shall establish right-of-way and adjacent parcels by field evidence, recorded plans, deeds, etc.
4. Coordinate and Locate Utilities- Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate

companies are non-responsive, then contact each utility company to request utility maps and records.

5. Locate Geotechnical Borings- Survey shall provide field locations of all soil borings performed during geotechnical investigations.
6. Land Surveying - Services shall be provided to prepare temporary construction and permanent easement drawings and legal descriptions for up to seven (7) commercial parcels and up to eight (8) residential properties.

### **Task 303 Geotechnical Investigation**

DESIGN PROFESSIONAL shall conduct geotechnical engineering services including laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain up to five (5) soil borings at an approximate anticipated average depth of twenty (20) feet located at critical locations. Should additional or deeper borings be required for rock coring, the additional work shall be performed as Optional Services approved by the CITY. The geotechnical investigations shall include the following services:

1. Perform Field Work and Testing - Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater. Collect three to four samples from each boring and retain for future reference. Five (5) borings shall be performed during the preliminary stage, Task Series 501 Preliminary Design. The borings deliverable shall include a soil profile with associated soil/rock layers noted. The borings shall be included in the Basis of Design Report and the geotechnical report.
2. Geotechnical Report -A geotechnical report shall be prepared for the borings and shall discuss the general soil and ground water conditions underlying each site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations including minimum setbacks from adjacent structures and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.
2. Submit three (3) copies of initial geotechnical report to CITY for review and comment
3. Revise the report to address review comments and include the final report as an appendix to the Basis of Design Report.

## **TASK SERIES 400 - ALTERNATIVES AND ALIGNMENT EVALUATIONS**

### **Task 401 Relief Sewer Alternatives Evaluation**

DESIGN PROFESSIONAL shall perform a preliminary alternatives evaluation analyses of a parallel relief sewer alignment and determine the quantity and location of cross connections between existing sewers and new relief sewer to convey the 5-year peak flow from Manhole S149-140 to Manhole S151-469 along the Dykes Branch Interceptor.

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

1. Evaluate and propose the most cost-effective sizing and alignment of the parallel relief sewer and the quantity and location of cross connections between the existing interceptor sewers and the new relief sewer within the project boundaries. Consideration of existing incoming tributary sewers and manholes, inlet connections, traffic control, location of double box drainage culverts, bypass pumping, water mains and other utilities and constructability issues shall be considered at a minimum and results of this evaluation should be included in the Basis of Design Report discussed below. Peak sanitary flows shall be provided by the CITY.
2. Complete a parallel relief sewer alignment or routing study for new sanitary sewer to provide conveyance of peak sanitary flow (5-year storm event) from Manhole S149-140 to Manhole S151-469 within the project area. Consideration should be given to tie-in connections, possible utility conflicts, possible private sewer lateral tie-ins (if existing), street or roadway crossings, temporary construction or permanent easement or property acquisitions required, constructability issues and construction cost impacts in developing the sanitary relief sewer alignment and cross connection locations.
3. Benefits of sustainability and Envision™.
4. Identify opportunities for integrating other public infrastructure improvements with the proposed wastewater collection system improvements.
5. Determine any water mains required to be relocated due to the proposed infrastructure improvements.
6. Alternatives developed shall be presented by the DESIGN PROFESSIONAL and discussed with the CITY in a review workshop and the preferred alternative shall be documented in the meeting minutes. A description of alternatives evaluated and reasons for selecting the preferred alternative shall be discussed in the Basis of Design Report as part of Task 505.

## **TASK SERIES 500 - PRELIMINARY DESIGN**

### **Task 501 Integrated Public Infrastructure Evaluation**

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

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

Extensive design of infrastructure replacement such as water mains, street and curb reconstruction, sidewalks and curb ramp additions shall be paid for by Optional Services.

#### **Task 502 Preliminary Design Drawings (30% Complete)**

DESIGN PROFESSIONAL shall prepare preliminary design drawings (plan and profile) for the selected conceptual design alternative identifying the sewer alignment, the proposed locations of the new relief sewer pipes, manholes, diversion structure modifications or replacement, water main replacements if required, water valves and hydrants and abandonment of existing pipes and structures. The drawings shall note areas where relocation of utilities and watermains may be required. The drawings shall have sufficient detail to show the proposed alignment and preliminary elevations of the sewer and manholes but are not required to be a coordinated set of construction drawings. The format used for the drawings shall be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria.

DESIGN PROFESSIONAL shall develop desk-top spreadsheet hydraulic calculations or other analysis to verify capacity and performance of the interceptor system through the project area. Input hydrographs of the Design Storm and peak flows shall be provided by the CITY for input and use in the hydraulic analysis or model. It is not the CITY's plan to provide copies of any previous hydraulic model. DESIGN PROFESSIONAL shall submit hydraulic analysis to the CITY.

Submit one PDF copy of 30% Design drawings and hydraulic calculations or model results to eBuilder.

#### **Task 503 Preliminary Opinion of Probable Construction Cost**

Prepare a preliminary opinion of probable construction cost for recommended alternative for parallel relief sewer and cross connection(s). This estimate shall be a Class 3 estimate consistent with AACE standards. The expected accuracy on the low end shall be -10 to -20 percent and the expected accuracy on the high end shall be from +10 to +30 percent.

#### **Task 504 Draft Basis of Design Report**

Prepare a draft report of the findings from the field data review, alternative's evaluation, and preliminary design recommendations for final design for the project as described in Tasks 501 to 505. The draft report shall include at a minimum the following sections:

1. Executive Summary
2. Introduction
3. Summary of Field Investigations and Data Review
4. Alternatives and Routing Alignment Evaluations

5. Summary of Public Involvement, Utility Coordination and Envision™
6. Preliminary Design Evaluation and Drawings
7. Recommended Improvements
8. Preliminary Design Opinion of Probable Construction Cost
9. Conclusions/Recommendations

Provide preliminary design drawings for submittal with the draft Basis of Design Report. The drawings shall include relief sewer alignment and manholes along with the proposed cross connection location(s) recommended for the project.

Submit to the CITY one PDF file of the Draft Basis of Design Report in eBuilder.

### **Task 505 Final Basis of Design Report**

Incorporate draft review comments into the Final Basis of Design Report. Submit to the CITY, in eBuilder, one PDF file of the Final Basis of Design Report within 30 days of receiving review comments from the CITY.

### **TASK SERIES 600 - UTILITY COORDINATION**

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

1. Identify all utilities that may be affected by the project. Contact those utilities and determine the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope
4. Meet directly with pertinent KC Water staff pertaining to water mains in the area. Determine if any water mains in the project area require replacement and if KC Water prefers to incorporate these water main replacements into the sewer project. Verify locations of existing water mains along the project alignment.

Based on the risk of utility conflict, provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design and establish and execute a plan for data collection with the utilities affected.

Conduct a minimum of two (2) combined utility coordination meetings with all impacted utilities. Design drawings shall be distributed for review and comment. The DESIGN PROFESSIONAL shall be responsible for organizing the meeting location, inviting the impacted utilities, preparing meeting minutes and distributing them. The meeting shall be coordinated with the CITY. Communicate scope of the project, speculated construction sequencing and project schedule. Conflicts with utilities shall be identified and presented to the utilities for

consideration. Utility interruptions and temporary service requirements shall be determined. Identified utility owners' requirements to be incorporated into the construction contract documents. Determine each Utility's status with respect to required relocations. Communicate each utility's projected design and construction schedule.

Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the CITY at each milestone deliverable in this scope of services.

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

The DESIGN PROFESSIONAL shall provide a sustainability assessment for each Envision™ credit at the end of the alternatives evaluation and preliminary design. Envision™ credit assessment and scores shall be delivered to the CITY via the Envision™ reporting Microsoft Excel template "Envision Credits Design Professional Tracking\_Template.xlsx", provided by the CITY. The DESIGN PROFESSIONAL shall provide a summary in the Alternatives Evaluation Technical Memorandum and Basis of Design Report, describing the credit assessment process and why incorporating considerations related to these credits will yield a higher level of sustainability on this PROJECT. The Envision™ credits assessed during preliminary design shall be confirmed and updated during final design.

### **TASK SERIES 800 - WORK TRACKING APPLICATION**

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets for the Project Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY. This work shall be performed after completion of Task Series 900 and prior to construction.

### **TASK SERIES 900 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS AND LIMITED SPECIFICATIONS**

#### **Task 901      60% Construction Contract Documents**

After submitting the final Basis of Design report and approval of recommended relief sewer alternative, prepare 60% design drawings for review by CITY. The 60% design drawings shall include a detailed information with the sanitary relief sewer and cross connections, roadway and sidewalk replacement, curb/sidewalk ramp replacements, water main replacements (if applicable) and utility relocations, traffic control, easements, and erosion control. DESIGN PROFESSIONAL shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.

The DESIGN PROFESSIONAL's services shall include the following:

1. 60% Sewer Design Calculations: Complete the hydraulic and final design calculations for the proposed sanitary sewer system. Sanitary sewers shall be designed in accordance with the CITY standards. If new sewer segments cannot meet CITY standards due to conflicts with the existing storm pipes, DESIGN PROFESSIONAL



shall provide documentation of substandard velocities and grades with the following information: pipe segment, proposed slope, proposed velocity, self-cleaning velocity, and 10 State's Standards flow and velocity.

2. Construction Sequencing and Constructability Issues: Prepare recommended project sequencing/phasing, including bypass pumping of sewage flows, if necessary, to maintain sewage flow at all times, to maintain access to homes, businesses, streets, and include traffic control and detour plans, where appropriate. DESIGN PROFESSIONAL shall evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of phasing and constructability in consultation with Water Services Department. DESIGN PROFESSIONAL shall develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing shall also consider appropriate methods for sediment and erosion control in conformance with Stormwater Pollution Prevention Plans and required NPDES permitting.
3. 60% Technical Specifications: The DESIGN PROFESSIONAL shall obtain and review the CITY's standard technical specifications and front-end contract documents and develop a specifications list for the Project. The CITY's technical specifications shall be supplemented with technical specifications developed by the DESIGN PROFESSIONAL, where appropriate. The DESIGN PROFESSIONAL shall develop drafts of Section 00412 – Adjustment Unit Prices, Section 01015 – Specific Project Requirement, and Section 01270- Adjustment Unit Price and Measurement Procedures.
4. 60% Opinion of Probable Construction Cost: Prepare an updated opinion of probable construction cost based on the 60% design plans and technical specifications developed, and any review comments received from the CITY related to the DESIGN PROFESSIONAL'S preliminary opinion of probable construction costs. The 60% cost opinion shall be Class 2 consistent with AACE standards; the expected accuracy on the low end shall be -5 to -15 percent and the expected accuracy on the high end shall be from +5 to +20 percent.
5. Review Meeting: Conduct a 2-hr review meeting with CITY staff to review the DESIGN PROFESSIONAL's responses to the CITY's review comments and the opinion of probable construction cost, including the detailed breakdown/basis used to arrive at the total construction cost.

#### **Task 902      Submit 60% Construction Contract Documents**

Submit via eBuilder one PDF copy of the following for CITY review:

1. 60% design plans.
2. 60% technical specifications list, specification sections developed by DESIGN PROFESSIONAL, and draft Sections 00412, 01015, and 01270.
3. 60% Opinion of Probable Construction Cost.
4. Final Sewer Calculations.

5. Draft Easement drawings and legal descriptions. (Final easement documents shall be provided within 14 days after review and comment by KC Water land acquisition specialist).

The CITY will distribute plans to the appropriate CITY departments and staff for review.

### **Task 903 Plan in Hand Walk Through**

Within 30 days of completing the 60% Construction Contract Documents DESIGN PROFESSIONAL and CITY shall perform a one-half (1/2) day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify any special conditions to be included in the contract documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

### **Task 904 90% Construction Contract Documents**

The 90% design submittal is intended to be a complete, bid-ready set of construction documents. The purpose of the 90% design submittal is to provide the CITY and Smart Sewer Team the opportunity to review the plans, specifications, and appurtenant material prior to bidding the project for construction. DESIGN PROFESSIONAL shall prepare and submit 90% contract documents for review by CITY. The 90% documents shall include the final plans, rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the City right of way or permanent sanitary sewer easements. Incorporate review comments from CITY's review of the 60% design documents.

CITY staff shall be responsible for development of the Project Manual (specifications), including the standard "front end" documents and Divisions 1 through 16 (CSI format). The DESIGN PROFESSIONAL shall provide Sec. 00412 – Adjustment Unit Prices, Sec. 01015 – Specific Project Requirements and Sec. 01270 – Measurement and Payment to CITY.

### **Task 905 Prepare 90% Opinion of Probable Construction Cost**

Prepare an updated opinion of probable construction cost based on the 90% Design Plans developed and any comments received from the CITY of its review of the 60% Opinion of Probable Cost submitted. The 90% cost opinion shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent. The opinion of probable construction cost shall include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

### **Task 906 Submit 90% Construction Contract Documents**

Address review comments received from the CITY related to the 60% design completion submittal and any changes that resulted of the plan in hand walk through. Progress the Construction Contract Documents and opinion of probable cost to 90% complete.

Submit one PDF copy of the following via eBuilder for CITY review:

1. 90% plans.
2. 90% technical specifications.
3. 90% Opinion of Probable Cost.

The CITY will distribute plans to the appropriate City departments and staff for review. Conduct a two-hour review meeting with the CITY to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

#### **Task 907 Final Construction Contract Documents**

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including relief sewer drawings, and specifications.

Prior to submittal of the signed and sealed Construction Contract Documents, the DESIGN PROFESSIONAL shall submit one (1) hard copy of the corrected final documents for review and acceptance by the CITY.

#### **Task 908 Opinion of Probable Construction Costs**

Update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

#### **Task 909 Final Deliverables**

Submit the following final deliverables:

1. Drawings: 1 copy; “D” size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: 1 copy; Per **Attachment B** and AutoCAD (.dwg) files via eBuilder.
3. Electronic Contract Specifications 00412, 01015, and 01270, Sealed Certification Page, and List of Drawings: – PDF and WORD via eBuilder.
4. Final Opinion of Probable Cost via eBuilder.

### **TASK SERIES 950 BID PHASE SERVICES**

#### **Task 951 Pre-Bid Conference**

Prepare and present a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a duration of approximately 30 days.

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

### **Task 952      Submit Engineer’s Opinion of Probable Construction Cost**

Update the Final Class 1 cost opinion submitted under Design to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope and placed in the bid box. The level of accuracy shall be the same as that for the final estimate.

### **Task 953      Bid Assistance and Evaluation**

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

## **IV. OPTIONAL SERVICES**

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

1. Preparation of additional easement documents beyond the quantity defined. Assisting City with appraisal and/or an acquisition of easements.
2. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
3. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
4. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.

5. Evaluation and design services related to streambank stabilization of existing collection system or new relief sewer construction within the project area. Potential optional services include, but are not limited to, work to submit for 404/401 dredge and fill permit(s), potential USACE requirements for permit submittals/applications, FEMA no-rise certifications, HEC-RAS model of stream to establish existing and proposed conditions for zero rise impacts.
6. Assistance with bid protests and re-bidding.
7. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - a. Changes in size or complexity;
  - b. CITY's project schedule, design, or character of construction;
  - c. Method of financing or availability of funding;
  - d. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
  - e. A change to the number of bid packages, which is assumed herein to be one package.

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

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

1. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
2. Manhole Inspection Data and System Characterized GIS shall be delivered to DESIGN PROFESSIONAL within 30 days of notice to proceed.
3. CCTV data shall be delivered to DESIGN PROFESSIONAL by the date of notice to proceed.
4. CITY's Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
5. Bidding Services. CITY will provide the following bidding phase services:
6. Prepare Bid Tabulation. Provide copies of bids to DESIGN PROFESSIONAL for evaluation.
7. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.

Evaluate DESIGN PROFESSIONAL's performance at key contractual milestones per the City's Water Service Department's Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the DESIGN PROFESSIONAL's Project Manager and Project Principal responsible for delivering the

contractual obligations of this Agreement. DESIGN PROFESSIONAL shall have the opportunity to comment on the evaluation and request a meeting to discuss the 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. 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.
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.
  - 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.

**C. 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.

**D. 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 user’s 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).

## **E. KC Water Digital Data Submittal Standard**

### **Purpose**

In an effort to streamline the process of updating KC Water's Geographic Information System (GIS), KC Water is requiring digital copies of the "Approved for Construction" drawings and "Construction Record Drawings".

Information is to be provided in a format that adheres to the requirements outlined below.

### **1. Required Submittals Types**

#### **a. Approved for Construction Drawings**

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings.

If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

**2. Submittal Specifications**

- a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
- b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
- c. In the case of an incomplete submission the digital copies may be returned for correction with comments.

**3. Questions/Technical Support**

In the instance of a technical error, question, or discrepancy in the process please contact:

GIS Manager  
Water.GIS@kcmo.org

**4. CAD Layers and Object Data Tables:**

The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.

**ATTACHMENT C**

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

**ATTACHMENT C: BUDGET SUMMARY**  
**Contract No. 1659 Project No. 81000990**  
**Relief Sewer: Dykes Branch Interceptor**  
**DESIGN PROFESSIONAL SERVICES FEES**

FEE SUMMARY	TASK SERIES % of total Base Fee	TOTAL LAMP RYNEARSON PROJECT HOURS	TOTAL PROJECT = LAMP RYNEARSON LABOR + TOTAL EXPENSES FEE	LAMP RYNEARSON LABOR (PRIME)	EXPENSES (Subcontractor Costs and Prime Contractor Reimbursable Expenses)					
					TOTAL EXPENSES (Subcontractor & Prime Reimbursable)	LLR Reimbursable Expenses (mileage, printing)	McCurdy Engineers (WBE)	EAE (WBE)	Tsi (WBE)	Taliaferro & Browne (MBE)
<i>Task 100 - Project Management and Administration</i>	13.7%	740	\$ 152,840	\$ 152,640	\$ 200	\$ 200	\$ -		\$ -	\$ -
<i>Task 200- Public Involvement</i>	1.4%	64	\$ 16,040	\$ 13,140	\$ 2,900	\$ 500	\$ 2,400		\$ -	\$ -
<i>Task 300 - Field Investigations and Data Review</i>	17.2%	272	\$ 192,140	\$ 44,000	\$ 148,140	\$ 50	\$ -		\$ 33,456	\$ 114,634
<i>Task 400 - Alternatives and Alignment Evaluations</i>	15.2%	824	\$ 169,820	\$ 143,850	\$ 25,970	\$ 250	\$ 10,300	\$ 15,420	\$ -	\$ -
<i>Task 500 - Preliminary Design</i>	16.5%	1,050	\$ 184,500	\$ 174,030	\$ 10,470	\$ 500	\$ 9,970	\$ -	\$ -	\$ -
<i>Task 600 - Utility Coordination</i>	3.9%	32	\$ 43,400	\$ 5,740	\$ 37,660	\$ -	\$ -	\$ 37,660	\$ -	\$ -
<i>Task 700 - Envision™ Sustainability Design</i>	1.1%	32	\$ 12,160	\$ 6,400	\$ 5,760	\$ -	\$ -	\$ 5,760	\$ -	\$ -
<i>Task 800 - Work Tracking Application</i>	0.4%	32	\$ 4,760	\$ 4,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Task 900 - Develop Contract Documents and Limited Specifications</i>	27.6%	1,388	\$ 309,270	\$ 271,340	\$ 37,930	\$ 500	\$ 27,410	\$ 10,020	\$ -	\$ -
<i>Task 950 - Bid Phase Services</i>	3.0%	170	\$ 34,100	\$ 30,180	\$ 3,920	\$ 100	\$ 3,820	\$ -	\$ -	\$ -
<b>TOTAL BASE FEE</b>	<b>100.0%</b>	<b>4,604</b>	<b>\$ 1,119,030</b>	<b>\$ 846,080</b>	<b>\$ 272,950</b>	<b>\$ 2,100</b>	<b>\$ 53,900</b>	<b>\$ 68,860</b>	<b>\$ 33,456</b>	<b>\$ 114,634</b>
<i>Percentage of Total Base Fee Per Firm</i>			<b>100%</b>	75.6%		0.2%	4.8%	6.2%	3.0%	10.2%

<i>MBE % (T&amp;B and TSi)</i>	<b>13.2%</b>
<i>WBE % (McCurdy and EAE)</i>	<b>11.0%</b>

Optional Services \$110,970  
**Total Contract Amount \$1,230,000**





**ATTACHMENT C: McCurdy Fee Buildup**

Contract No. 1659 Project No. 81000990

Relief Sewer: Dykes Branch Interceptor

		Traffic Engineer	Design Engineer / QAQC	Direct Labor
	<i>Labor Hourly Rate (includes 3.04 multiplier)</i>	\$ 150	\$ 130	
<b>Task 200</b>	<b>Public Involvement</b>			
201	Public Meeting Assistance (1 meeting)	16		
	<i>Attend 1 public meeting &amp; prepare traffic control material for meetings</i>			
	<b>Subtotal Task 200 Hours &amp; Fee</b>	<b>16</b>		<b>\$ 2,400</b>
<b>Task 400</b>	<b>Alternatives and Routing Alignment</b>			
401	Relief Sewer Alternatives Evaluation	60	10	
	<i>Maintenance of Traffic (MoT) plan for 2 alternative sewer alignments, estimates, BOD write up, and attend up to 2 meetings with Engineer and/or City.</i>			
	<b>Subtotal Task 400 Hours &amp; Fee</b>	<b>60</b>	<b>10</b>	<b>\$ 10,300</b>
<b>Task 500</b>	<b>Preliminary Design</b>			
501	Integrated Public Infrastructure Evaluation (ADA only)	24	4	
	<i>Narrative detailing ADA facilities &amp; potential improvements, update est. MoT alternatives, narrative for BOD report updated.</i>			
	QAQC Preliminary Design Plans		45	
	<b>Subtotal Task 500 Hours &amp; Fee</b>	<b>24</b>	<b>49</b>	<b>\$ 9,970</b>
<b>Task 900</b>	<b>Develop Contract Documents</b>			
	Project Administration	12		\$ 1,800
901	60% Construction Contract Documents	85	15	\$ 14,700
	<i>Temporary Traffic Control (TTC) &amp; detour plans, quantities, details. General traffic control plan for neighborhood streets. Attend 1 meeting with City staff.</i>			
901	QAQC 60% Plans		45	\$ 5,850
904	90% Construction Contract Documents	30		\$ 4,500
905	Prepare 90% Temporary Traffic Control Opinion of Probable Construction Cost	2	2	\$ 560
	<b>Subtotal Task 900 Hours &amp; Fee</b>	<b>129</b>	<b>62</b>	<b>\$ 27,410</b>
<b>Task 950</b>	<b>Bid Phase Services</b>			
951	Pre-bid Conference	6		\$ 900
953	Bid Assistance and Evaluation (Respond to TTC related RFIs)	16	4	\$ 2,920
	<b>Subtotal Task 950 Hours &amp; Fee</b>	<b>22</b>	<b>4</b>	<b>\$ 3,820</b>
	<b>TOTAL HOURS / SUBTOTAL</b>	<b>251</b>	<b>125</b>	
	Staff Labor	\$ 37,650	\$ 16,250	
	<i>Total Labor Loaded, x 3.04</i>			\$ 53,900
	<b>PROJECT TOTAL</b>			<b>\$ 53,900</b>

**ATTACHMENT C: TSi Geotech Fee Buildup**

Contract No. 1659 Project No. 81000990

Relief Sewer: Dykes Branch Interceptor

Task 303 - Geotechnical Investigations		Principal	Group Manager	Engineer VI / Sr. Engineer	Engineer II	Eng I/Tech	Admin / Clerical	Lead Driller	Driller Helper	Labor	Expenses #	Expense Unit Cost	Expense Total	
	<i>Hourly Rate Loaded</i>	\$ 68.00	\$ 67.00	\$ 62.00	\$ 39.00	\$ 31.00	\$ 21.00	\$ 39.00	\$ 29.00					
	<i>Labor Hourly Rate (includes 3.04 multiplier)</i>	\$ 208.00	\$ 205.00	\$ 190.00	\$ 120.00	\$ 95.00	\$ 65.00	\$ 120.00	\$ 90.00					
Field Investigation	Engineering Labor	2	6		4	34	2			\$ 5,486				
	Drilling Labor			3				25	25	\$ 5,820				
	<i>Drilling Direct Expenses:</i>													
		<i>Mob/Demob, Local</i>										1	\$ 675	\$ 675
		<i>Daily Truck Usage (Logger)</i>										4	\$ 75	\$ 300
		<i>Daily Rig Usage Charge - ATV</i>										3	\$ 650	\$ 1,950
		<i>Daily Support Truck Usage</i>										3	\$ 100	\$ 300
		<i>Pavement Repair, Remove Cuttings</i>										5	\$ 75	\$ 375
		<i>Bentonite Chips (per bag)</i>										5	\$ 25	\$ 125
		<i>Stemming Plug (each)</i>										5	\$ 15	\$ 75
		<i>Fuel Surcharge</i>												\$ 225
		<i>Rock Coring - \$600 per 10-foot (coring, testing, &amp; reporting fees). Note 1 section of 10 foot rock boring estimated. Additional Rock will be Optional Services.</i>										1	\$ 600	\$ 600
		<i>Drilling In-Direct Expenses:</i>												
		<i>Traffic Control, lane closure, per day</i>										2	\$ 2,800	\$ 5,600
		<i>Site Clearing, per day</i>										1	\$ 1,800	\$ 1,800
	<i>KCMO Permit</i>										1	\$ 500	\$ 500	
													<b>EXPENSES SUBTOTAL \$ 12,525</b>	
Laboratory Testing	Supervision Labor		2		4					\$ 890				
	<i>Laboratory Direct Expenses:</i>													
		<i>Classification</i>										30	\$ 10	\$ 300
		<i>Moisture Content</i>										30	\$ 8	\$ 240
		<i>Penetrometer</i>										30	\$ 8	\$ 240
		<i>Extrusion</i>										5	\$ 25	\$ 125
		<i>Unit Weight</i>										5	\$ 35	\$ 175
		<i>Unconfined Compression</i>										5	\$ 100	\$ 500
		<i>Atterberg Limits</i>										5	\$ 85	\$ 425
													<b>EXPENSES SUBTOTAL \$ 2,005</b>	
Analysis & Report Preparation	Labor		2	15	12	20	2			\$ 6,730				
	<b>TOTAL HOURS / SUBTOTAL</b>	2	10	18	20	54	4	25	25					
	Staff Unloaded Labor	\$ 416.00	\$ 2,050.00	\$ 3,420.00	\$ 2,400.00	\$ 5,130.00	\$ 260.00	\$ 3,000.00	\$ 2,250.00					
	Total Labor									\$ 18,926				
	<b>EXPENSES TOTAL</b>												<b>EXPENSES TOTAL \$ 14,530</b>	
	<b>PROJECT TOTAL</b>									<b>\$ 33,456</b>				





## ATTACHMENT C

Item	Rate
Car, Survey Truck, or Van Mileage (per mile) (Rate per GSA, typically adjusted annually)	\$0.655
<b>PRINTING AND EXHIBITS</b>	
Black and White Copies Letter (each)	\$0.15
Black and White Copies 11 x17 (each)	\$0.20
Black and White Copies 12 x18 (half size) (each)	\$0.80
Color Copies Letter (each)	\$0.50
Color Copies 11x17 (each)	\$1.25
Color Copies 12 x18 (half size) (each)	\$1.50
Plots Color Bond (per square foot)	\$2.50
Plots Color Photo Paper (per square foot)	\$6.00
Plots Black and White Bond (per square foot)	\$0.20
Foamboard white (24x36 or 32x40, each)	\$10.00
Foamboard black (24x36 or 32x40, each)	\$12.00
Foamboard white (larger than previous size, such as 40x60)	\$15.00
Outside Printing, Postage, and Delivery	At Cost
Filing or permit fees, or similar outside costs	At Cost
<b>SPECIAL EQUIPMENT (exclusive of operator)</b>	
4x4 ATV	\$30/Hour
Sonar	\$130/Hour
Drone, 1 day minimum	\$1,000/Day
Handheld Scanner	\$280/Hour
Terrestrial Scanner	\$320/Hour
<b>SURVEY CREW, 2-man crew</b>	<b>\$225/Hour</b>
Title Reports (O&E's) Residential Parcels, each	\$450
Title Reports (O&E's) Commercial Parcels, each	\$1200
Easement Preparation, each	\$1000

## ATTACHMENT C

### SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Office Leader (I-III)	\$75.00 to \$110.00
Sr. Group Leader (I-IV)	\$70.00 to \$100.00
Group Leader (I-IV)	\$55.00 to \$75.00
Practice Lead (I-IV)	\$50.00 to \$95.00
Sr. Project Manager (I-VII)	\$50.00 to \$90.00
Project Manager (I-VI)	\$40.00 to \$70.00
Technical Expert (I-IV)	\$65.00 to \$105.00
Sr. Project Engineer (I-VIII)	\$43.00 to \$86.00
Project Engineer (I-V)	\$33.00 to \$52.00
Project Architect	\$40.00 to \$50.00
Engineering Intern (I-II)	\$20.00 to \$30.00
Sr. Land Planner (I-III)	\$40.00 to \$55.00
Land Planner (I-III)	\$30.00 to \$45.00
Sr. Landscape Architect (I-V)	\$40.00 to \$70.00
Landscape Architect (I-IV)	\$30.00 to \$45.00
GIS Specialist (I-III)	\$25.00 to \$35.00
Sr. GIS Specialist (I-III)	\$30.00 to \$45.00
GIS Manager	\$50.00 to \$60.00
3D Application Specialist (I-IV)	\$35.00 to \$50.00
3D Technician (I-III)	\$30.00 to \$45.00
Sr. Project Designer (I-IV)	\$40.00 to \$55.00
Project Designer (I-V)	\$26.00 to \$40.00
Project Administrator (I-IV)	\$23.00 to \$40.00
Sr. Engineer Tech (I-IV)	\$30.00 to \$45.00
Engineer Tech. (I-IV)	\$23.00 to \$38.00
Administrative Intern	\$15.00 to \$20.00
Administrative Assistant (I-II)	\$19.00 to \$26.00
Sr. Admin. Assistant (I-III)	\$25.00 to \$32.00
Offices Services Manager	\$39.00 to \$49.00
Survey Technician (I-II)	\$25.00 to \$35.00
Sr. Survey Technician (I-III)	\$35.00 to \$45.00
Land Surveyor (I-III)	\$39.00 to \$59.00
Sr. Land Surveyor (I-II)	\$57.00 to \$75.00
Party Chief (I-III)	\$30.00 to \$45.00
Survey Field Technician (I-III)	\$28.00 to \$38.00
Observer (I-V)	\$20.00 to \$40.00

## 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**

## **CREO KC DOCUMENTS**

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



# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number \_\_\_\_\_

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

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
Department

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

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

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

| **BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

| **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ \_\_\_\_\_

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

| Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_



Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____





\_\_\_\_\_

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		\$ _____	_____ %	

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

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

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

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

My Commission Expires: \_\_\_\_\_

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





# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title \_\_\_\_\_  
 Project Location/Number \_\_\_\_\_

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

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

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

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

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

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

(1) Company name: \_\_\_\_\_

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

Primary contact: \_\_\_\_\_  
Name Phone

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_









# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

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

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

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

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

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

**TO**

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

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

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



\_\_\_The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

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

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

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

\_\_\_The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

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

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

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

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

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

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





## CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

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

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

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

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

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

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

3 (✓) \_\_\_ Prevailing wage does not apply; or

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

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

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

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



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

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

\*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR \_\_\_\_\_

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

Title \_\_\_\_\_

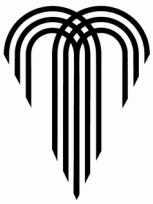
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of the \_\_\_\_\_,

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

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

My commission expires:

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

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

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

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

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

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

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

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission expires:

**ATTACHMENT G**

Truth-In-Negotiation Certificate

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

Civil Action No. 4:10-cv-0497-GAF

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, do solemnly swear under oath to the following:

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

\_\_\_\_\_  
Signature of affiant

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

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

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI )

) ss.

COUNTY OF )

I, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, do solemnly swear under oath to the following:

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

\_\_\_\_\_

Signature of affiant

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

# ATTACHMENT I

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ 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: \_\_\_\_\_

# **ATTACHMENT J**

NON-CONSTRUCTION APPLICATION FOR PAYMENT





**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**Project Number** \_\_\_\_\_  
**Contract Number** \_\_\_\_\_  
**Project Title** \_\_\_\_\_

Application Number: \_\_\_\_\_ Final Payment   
 Ordinance Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 City PO Number: \_\_\_\_\_ Ordinance Date: \_\_\_\_\_

**Design Professional/Contractor:**

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

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

**Instructions to Design Professional/Contractor:**

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

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

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_