

DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR
PROJECT NO. 81000919, CONTRACT NO. 1582
DRY WEATHER SEWER LINE: OUTFALL 055
WATER SERVICES DEPARTMENT

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

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

The City of Kansas City, Missouri is undertaking a project to reduce the combined sewer overflow frequency and volume at the diversion structure and outfall within the Lower Blue River Basin.

Updated GIS and the sewer and manhole inspections will be provided to the Design Professional for the development of proposed sewer system relief sewer alternatives and preliminary and possibly final design to provide the additional combined sewer conveyance to the BRIS.

The basin location, project number, and contract number for each of the projects are listed below:

- a. Dry Weather Sewer Line: Outfall 055, Project/Contract No. 81000919/1582

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

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

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

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

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$242,000.00, as follows:
1. \$171,696.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$47,687.70. 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 shall 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 \$22,616.30 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.

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

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

City:

Water Services Department

D. Matt Bond, P.E.
Deputy Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0168
Facsimile: (816) 513-0543
E-mail address: matt.bond@kcmo.org

Design Professional:

Dubois Consultants, Inc.
Contact: Ajamu K. Webster, P.E.
Address: 5727 Swope Parkway
Kansas City, MO 64130
Phone: (816) 333-7700
Facsimile: (816) 333-7722
E-mail address: awebster@duboisengrs.org

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 E**, incorporated into this Agreement.

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – Employee Eligibility Verification Affidavit

Attachment F – Truth-In-Negotiation Certificate

Attachment G – Affidavit of Compliance with the Federal Consent Decree

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

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

web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

Attachment H – Non-Construction Subcontractors Listing

Attachment I – 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 “Subcontractor List Non-Construction”, contained in **Attachment I**.

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

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

Sec. 24. Quality Services Assurance Act.

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

Section 25. Truth-In-Negotiation Certificate

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

Section 26. Consent Decree Project

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

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

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

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

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

ATTACHMENT A

SCOPE OF SERVICES

Design Professional: DuBois Consultants, Inc.
Owner: City of Kansas City, Missouri
Project: Dry Weather Sewer Line: Outfall 055
Contract No: 1582
Project No: 81000919

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 reduce typical year combined sewer overflow frequency at Outfall 055 in the Lower Blue River Basin in Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri intends to convey the combined sewer flow that is located in the tributary area contributing to Combined Sewer Outfall 055. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY is undertaking the Project as mandated by the Federal Consent Decree to prepare preliminary design documents for conveyance of the combined sewer system flow from just upstream of Diversion Structure 214 to the BRIS. The project boundaries are generally the intersection of Highway US 40 and Highway I-70 near Stadium Drive.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide final design and construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
 1. Performance of professional engineering services necessary to evaluate and develop conceptual and preliminary design to implement the best option available to meet the Consent Decree required reduction in overflow frequency for Outfall 055. The preliminary design shall expand on the plan for the relief sewer as identified in the City of Kansas City, Missouri's *Gooseneck Creek/Lower Blue River Project Area Technical Memorandum for Task 8-Preliminary Improvement Scenarios Gooseneck Creek and Lower Blue River Study Area Final* dated July 2008 as well as Kansas City, Missouri's *Outfall MDNR055* dated May 5, 2009.

2. An alternatives evaluation is required to determine the best option available to meet the Consent Decree required reduction in overflow frequency for Outfall 055 and to provide a system the City can safely and properly maintain. The following alternatives have been identified as possible options available to achieve the required reduction in frequency of overflows:

- Sewer separation
- Alternative relief sewer alignments and reconstruction of diversion structure at an accessible location
- Evaluation of trenchless options
- Evaluation of green stormwater infrastructure
- Keep the original concept and provide an access road to the existing diversion structure and manhole locations

Requested services include an alternatives evaluation, field survey, sewer system evaluation including the conceptual and preliminary design of the chosen alternative, utility investigations; review of CITY provided hydrographs and boundary conditions and CCTV data; analysis of dry and wet weather sanitary flows; coordination with CITY departments and utility infrastructure planning; preparation of concept alternatives analysis and opinion of probable construction costs.

F. Project Needs/Goals

1. Capture of Storm D at Diversion Structure 214.
2. Conceptual design alternatives evaluation followed by preliminary design of the chosen alternative.
3. Field survey for relief sewer alignment and integrated public infrastructure evaluations.
4. Conceptual design for water main replacements.
5. Review of existing combined sewer condition to help develop relief sewer alternatives between pipe replacement or parallel of existing sewer. A detailed analysis of the existing combined sewer to determine its feasibility for continued use in the parallel relief sewer scenario is required.
6. Alternatives and routing alignment evaluation to determine the most cost-effective sewer alignment and relief sewer scenario, pipe replacement versus parallel relief versus sewer separation.
7. Recommended alternatives, sewer routing, diversion structure modification or elimination, opinion of probable construction costs and construction schedule required to convey flow in the sanitary system.
8. Conceptual and preliminary design for new sanitary sewer or a combination of both new and existing sewer or sewer separation based on recommended alternatives and alignment.

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

1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Public Involvement
 3. Task Series 300 - Field Investigations and Data Review
 4. Task Series 400 - Alternatives and Routing Alignment Evaluation
 5. Task Series 500 - Preliminary Design
 6. Task Series 600 - Utility Coordination
 7. Task Series 700 - Envision™ Sustainability Design
- H. 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.
- I. Construction Cost Opinions. Opinion of probable construction costs developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications. DESIGN PROFESSIONAL does not guarantee that proposals, bids or actual project costs will not vary from DESIGN PROFESSIONAL's opinion of probable construction costs. The cost opinions' level of accuracy will be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
1. All services through Task Series 700 shall be completed within 260 calendar days following the CITY's issuance of a Notice to Proceed. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project 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. Work not specifically identified herein shall not be performed without written authorization from the CITY.

Task 102 Monthly Invoicing and Project Status Reports

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

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

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

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

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

Task 106 Work Plan

DESIGN PROFESSIONAL shall prepare a written draft Work Plan for CITY's review and acceptance. CITY will provide a format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

1. A summary of roles and responsibilities of dedicated key team members including all field crew leaders, and their contact information.

2. A summary of the project's scope of services.
3. Detailed cost-loaded schedule for performance of all work. The cost-loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
4. Define any issues requiring special coordination with CITY, and/or adjacent CITY projects.

Submit the draft Work Plan (a single electronic file in portable document format – PDF) within fourteen (14) calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within seven (7) calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY'S comments and submit one (1) printed copy of the final Work Plan and a single electronic PDF file within fourteen (14) calendar days of receipt of CITY'S comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

The DESIGN PROFESSIONAL shall participate in up to ten (10) monthly progress meetings with the CITY to review work progress, budget and schedule, current issues, anticipated future activities, and variances in the potential scope of work. Prepare and submit an agenda to CITY prior to each meeting and prepare and distribute meeting minutes within one week after each meeting.

Task Series 200 - PUBLIC INVOLVEMENT

Task 201 Public Meeting Assistance

Assist CITY in conducting one (1) public meeting for all property owners within the project area. The meeting shall be conducted after completion of the preliminary design. The meeting will focus on communicating to the residents the anticipated nature, location, and schedule of planned work in the project area. The meetings shall also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvement, what the businesses and private citizens need to implement on their own to assist the CITY in full implementation of the improvements, and to provide them with information on the sanitary sewer system with respect to existing and proposed conditions.

1. CITY will establish meeting date, meeting time and venue and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.
2. Provide CITY with project area boundaries in order to determine mailing addresses for notifications. CITY will prepare mailings to businesses and property owners within the project and notify City Council representatives whose districts fall within the project area boundaries. DESIGN PROFESSIONAL shall pay costs related to mailing distribution, copies, and postage based on invoices for these costs as provided by the CITY.

3. CITY will finalize and approve templates of meeting materials, including agendas, presentations, display boards based on information provided by DESIGN PROFESSIONAL, comment cards and sign-in sheets for public meetings. DESIGN PROFESSIONAL shall print all meeting materials and pay all related costs.
4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
5. Attend and assist CITY in conducting the public meeting and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. The CITY will submit draft minutes within 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 202 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 CITY. CITY shall respond to requests for information from public officials and the media.

Task 203 Stakeholder Workshop

Conduct up to three (3) stakeholder meetings, if needed, with key stakeholders identified as playing a role in successful project implementation. The meetings will present the results of the preliminary evaluations for consideration and review.

DESIGN PROFESSIONAL shall prepare for and facilitate each of the workshops, as well as to prepare meeting minutes to summarize key points, ideas and action items.

Task Series 300 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 301 Review Existing Reports, GIS and Field Data

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

The DESIGN PROFESSIONAL shall review CCTV inspection data for approximately 1,500 linear feet of pipe and manhole inspection reports for up to twenty (20) manholes provided by the CITY to identify defects in main sewers and manholes. Reference applicable protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. CCTV Investigation Protocol dated July 2016

Task 302 Topographic Survey

Conduct topographic survey in sufficient detail to serve as the basis for preliminary design. Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the Project area. The survey will be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.

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

Task 303 Geotechnical Investigations

1. Conduct desktop geotechnical engineering study with services including due diligence of document review and performing a desktop study of available information. Typical documents to review could include civil/structural plans, plat maps, geotechnical reports, and other construction documents.
2. The desktop study will provide a summary of the subsurface conditions derived from the document review and will contain figures and diagrams to aid the design teams during alternatives evaluation and prior to preliminary design for the project. The available data will be merged and summarized in the desktop study but will have no

engineering opinion or recommendations, exploratory field work, laboratory and field testing, and preparation of geotechnical reports.

3. **Geotechnical Investigations:** The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain up to eight (8) soil borings at an approximate anticipated average depth of thirty (30) feet located at critical locations. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. The geotechnical investigations will include the following services:

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 (3) to four (4) samples from each boring and retain for future reference.

4. **Geotechnical Report** - A geotechnical report shall be prepared 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.
5. Submit three (3) copies of initial geotechnical report to CITY for review and comment.
6. Revise the report to address review comments and include the final report as an appendix to the Basis of Design memorandum.

Task Series 400 - ALTERNATIVES AND ROUTING ALIGNMENT EVALUATIONS

Task 401 Conceptual Relief Sewer Alternatives Evaluation

The DESIGN PROFESSIONAL shall perform a conceptual alternatives evaluation analyses to determine the best option available to meet the Consent Decree required reduction in overflow frequency for Outfall 055 and to provide a system the City can safely and properly maintain.

The following alternatives have been identified as possible options available to achieve the required reduction in frequency of overflows:

- Sewer separation
- Alternative relief sewer alignments and reconstruction of diversion structure at an accessible location
- Evaluation of trenchless options
- Evaluation of green stormwater infrastructure

Keep the original concept and provide an access road to the existing diversion structure and manhole locations

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

1. Evaluate the condition of the existing sanitary sewer system and manholes to determine if it is feasible and cost-effective to rehabilitate and reuse or if the pipe replacement relief sewer alternative is more cost-effective. Consideration to services laterals, bypass pumping, sanitary sewer and manhole rehabilitation, inlet connections, water mains and other utilities and required rehabilitation shall be considered at a minimum and results of this evaluation should be included in the Routing Study Technical Memorandum discussed below.
2. Complete a relief sewer alignment or routing study for new sanitary sewer to provide conveyance of peak combined flow from diversion structure 214 to the Blue River Interceptor (BRIS) within the project area. Consideration should be given to routing the new sanitary sewer on the south side of I-70 and relocating the diversion structure to a more accessible location, trenchless options, possible utility conflicts, bypass pumping requirements and configuration (with pipe replacement alternative), possible private sewer lateral tie-ins (if existing), street or roadway crossings, temporary or permanent easement or property acquisitions required, constructability issues and construction cost impacts in developing the sanitary sewer alignment. Provide a Technical Memorandum for the sewer routing study to present the alignment alternatives and the findings of the study and other related analysis. Develop a decision matrix or tool to compare the advantages, disadvantages, benefits, cost, and risks associated with each alternative.
3. Sewer separation - The project area includes a 43-acre neighborhood with combined sewer lines that feed Diversion Structure 214 on the north side of I-70. See attached plan for separation area to be evaluated.
4. For alternatives involving trenchless construction, evaluate expected or possible geotechnical conditions based on geotechnical evaluations, evaluate feasibility and likely construction methodologies, and provide conceptual cost opinion for the trenchless construction segments. Include a discussion of potential risks associated with construction of proposed trenchless segments.
5. Evaluate the site for a new access road to existing Diversion Structure 214 and adjacent manholes including review of Fremont Road to the south of the manhole locations.
6. Benefits of green stormwater infrastructure and sustainability and Envision™.
7. Identify opportunities for integrating other public infrastructure improvements with the proposed wastewater improvements.
8. Determine water mains required to be relocated due to the proposed infrastructure improvements. Additional water main replacement for age, cost-effectiveness, or for limiting public disruption should also be evaluated.
9. Alternatives developed will be presented by the DESIGN PROFESSIONAL and discussed with the CITY in an alternatives review workshop and the preferred alternative(s) will be documented in meeting minutes. A description of alternatives evaluated and reasons for selecting the preferred alternative will be documented in the Basis of Design Report as part of Task 503.

Task Series 500 - PRELIMINARY DESIGN

Task 501 Integrated Public Infrastructure Evaluation

The 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 recommendation for replacement in coordination with the selected conceptual 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 and water improvements and the benefit for completing the additional repairs with this project. Conduct one (1) on-site field review meeting with CITY staff prior to finalizing the technical memorandum. 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)

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 will 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 will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria.

A desk-top spreadsheet hydraulic calculation analysis or hydraulic model of the proposed relief sewer and existing sanitary sewer to verify sewer hydraulics, capacity and performance shall be developed. Input hydrographs of the Design Storm (Storm D) and peak flows will 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. Submit hydraulic analysis or model developed to CITY upon completion.

Submit one (1) half-size hard copy of the Preliminary Design Drawings and upload to Aconex.

Task 503 Draft Basis of Design Report

Prepare a draft Basis of Design Report for the selected alternative, including project purpose, DESIGN PROFESSIONAL created alternatives evaluations, the findings of field investigations, required property acquisitions and easements, constructability issues, risks review, utility

coordination, Envision™, permitting requirements, hydraulic modeling results, and a preliminary opinion of probable construction cost for the project. The Basis of Design Report will be formatted in a manner that allows the DESIGN PROFESSIONAL to update the report throughout final design. The objective is to develop a final basis of design report accompanying the final design plans documenting evaluations performed, reasoning and decisions made, assumptions made, design criteria and project goals, and project purpose, throughout the life of the design project.

Submit one (1) copy of a draft Basis of Design Report and a single electronic file in portable document format (PDF). Submit one (1) copy of the hydraulic model, if developed, for the relief sewer system.

Task 504 Preliminary Design Review Meeting

Within twenty-one (21) days after submitting the draft Basis of Design Report and Preliminary Design drawings, DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft report and preliminary design drawings. The CITY will provide its review comments to DESIGN PROFESSIONAL within twenty-one (21) days of receipt of the deliverables.

Task Series 600 - UTILITY COORDINATION

DESIGN PROFESSIONAL shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility coordination shall be performed in accordance with the City of Kansas City, Missouri's 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 generally the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design and, establish and execute a plan for data collection with the utilities affected.
5. Conduct a minimum of one (1) combined utility coordination meeting with all impacted utilities. Design drawings will be distributed for review and comment. DESIGN PROFESSIONAL will be responsible for organizing the meeting location, inviting the impacted utilities, preparing meeting minutes, and distributing them. The meeting will be coordinated with the CITY. Communicate scope of project, speculated construction sequencing and project schedule. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. Utility interruptions and

temporary service requirements will 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.

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

Task Series 700 - ENVISION SUSTAINABILITY DESIGN

The DESIGN PROFESSIONAL shall include a summary of the applicable Envision™ credits in the Alternatives Evaluation and draft Basis of Design Report. The reported Envision™ credits from the concept design, preliminary design, and final design shall be confirmed and updated to meet the project credit sustainability goals. For ease of reference by the CITY and the DESIGN PROFESSIONAL, Envision™ credits are broken out into different groupings: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope.

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

IV. OPTIONAL SERVICES

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

- A. Project Management and Administration services beyond those associated with completion of Task Series 200 - Task Series 700.
- B. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.

- C. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- D. Appearances at public hearings or before special boards.
- E. Assisting CITY with appraisal and/or acquisition of easements.
- F. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. Extensive additional infrastructure replacement design such as water main replacements, streets, sidewalks, curb ramps, etc.
 - 3. CITY's project schedule, design, or character of construction;
 - 4. Method of financing or availability of funding;

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV, manhole inspection, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Provide manhole inspections, updated GIS data, hydraulic parameters/hydrographs to DESIGN PROFESSIONAL within 30 days of the Notice to Proceed (NTP).
- D. Provide CCTV information on or before August 1, 2020.
- E. Provide property lines, contours, water main, sewer records, and planimetrics for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.
- F. Provide modeling information for the design event in the form of flow hydrographs upstream of the proposed relief sewer to allow the design professional to size the relief sewer alternatives and design diversion structure modifications.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

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

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

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

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

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

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

ATTACHMENT C

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

Attachment C - Fee Summary



Kansas City Water Services



Project: Project No. 81000919 -Dry Weather Sewer Line: Outfall 055
 Project Number: J20006
 Date: 20-Feb-20

ID	Work Code	Task No.	Task	Principal	Project Manager	Budgeted Hours Engineer	Technician	Administration	Total Fee	Completion Date
		100	TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION							
			Task Total	0	205	35	0	27	\$ 41,400.00	
		101	Project Management Services (Up to 10 month)		80				\$ 13,680.00	
		102	Monthly Invoicing, Project Status Reports, and Project Schedule (Up to 10)		40			18	\$ 7,920.00	
		103	Subconsultant Agreements and Administration		20			7	\$ 3,840.00	
		104	Quality Control		8	18		2	\$ 3,918.00	
		105	Project Kickoff Meeting		2	2			\$ 612.00	
		106	Work Plan		40				\$ 6,840.00	
		107	Monthly progress meetings		15	15			\$ 4,590.00	
		200	TASK SERIES 200 - PUBLIC INVOLVEMENT AND COORDINATION							
			Task Total		10	16	6	0	\$ 4,470.00	
		201	Public Meeting Assistance (1) meeting		2	8	6		\$ 2,022.00	
		202	Communication with Property Owners						\$ -	
		203	Stake Holder Meetings (1) meeting		8	8			\$ 2,448.00	
		300	TASK SERIES 300 - FIELD INVESTIGATIONS AND DATA REVIEW							
			Task Total		20	94	16	0	\$ 65,397.70	
		301	Review Existing Reports, GIS and Field Data		6	40	16		\$ 8,026.00	
		302	Topographic Survey						\$ 16,000.00	
		303	Geotechnical DESK TOP STUDY						\$ 8,250.00	
			Review Existing Reports, GIS and Field Data		6	24			\$ 4,266.00	
		303	Geotechnical Investigations						\$ 23,437.70	
			Review Existing Reports, GIS and Field Data		8	30			\$ 5,418.00	
		400	TASK SERIES 400 - ALTERNATIVES AND ROUTING ALIGNMENT EVALUATIONS							
			Task Total		48	172	80	0	\$ 39,428.00	
		401	Conceptual Relief Sewer Alternatives Evaluation		40	160	80		\$ 36,440.00	
			Review Meeting With WSD Staff		8	12			\$ 2,988.00	
		500	TASK SERIES 500 - PRELIMINARY DESIGN							
			Task Total		40	222	160	0	\$ 52,810.00	
		501	Integrated Public Infrastructure Evaluation		8	40	40		\$ 10,768.00	
		502	Preliminary Design Drawings (30% Complete)		20	100	120		\$ 28,920.00	
		503	Draft Basis of Design Report		10	80			\$ 12,510.00	
		504	Review Meeting With WSD Staff		2	2			\$ 612.00	
		600	TASK SERIES 600 - UTILITY COORDINATION							
					8	40	20		\$ 8,768.00	
		700	TASK SERIES 700 - ENVISION SUSTAINABILITY DESIGN							
		801	Envision		10	40			\$ 7,110.00	
		400	Optional services						\$ 22,616.30	

Total Hours	0	341	619	282	27	\$ 219,383.70	(Engineering Only)
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TOTAL Engineering Hours =	0	341	619	282	27	\$ 219,383.70	
Rates =	\$ 199.00	\$ 171.00	\$ 135.00	\$ 100.00	\$ 80.00		2019-2020 Rate
FEE =	\$ -	\$ 58,311.00	\$ 83,565.00	\$ 28,200.00	\$ 1,820.00		

DuBois DESIGN FEE = \$	171,696.00
Topographic Survey = \$	16,000.00
Geotechnical Investigations = \$	31,687.70
TOTAL BASE FEE = \$	219,383.70
OPTIONAL SERVICES = \$	22,616.30
<u>TOTAL PROJECT FEE = \$</u>	<u>242,000.00</u>

\$ -

PROJECT NO. 81000919, CONTRACT NO. 1582

ATTACHMENT C

COMPENSATION TABLE

DUBOIS CONSULTANTS EMPLOYEE CLASSIFICATION AND BILLING RATES

Effective January 1, 2020

POSITION	SALARY RANGE		MULTIPLIER
Principal	59.00	77.30	3.04
Civil Project Manager	46.20	71.00	3.04
Senior Civil Engineer	36.67	55.51	3.04
Civil Engineer	27.26	44.51	3.04
Field Engineer	27.00	43.45	3.04
AutoCAD Technician	18.50	49.98	3.04
Administrative Assistant	18.00	26.80	3.04

The multiplier to be used shall not exceed 3.04

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
COUNTY OF Jackson)^{ss}

On this 18th day of May, 2020, before me appeared Ajamu K. Webster, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

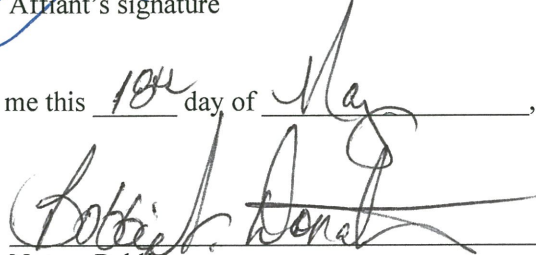
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security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

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

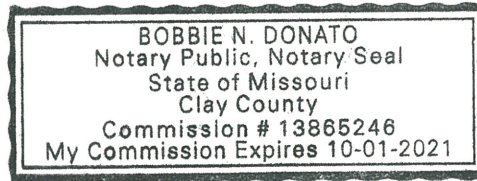
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 19th day of May, 2020.


Notary Public

My Commission expires: 10/01/2021





Company ID Number: 206469

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **DuBois Consultants, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 206469

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

Name:	Elaine M Webster	Fax Number:	(816) 333 - 7722
Telephone Number:	(816) 333 - 7700		
E-mail Address:	kwebster@duboisengrs.com		

Name:	Hashina A Webster	Fax Number:	(816) 333 - 7722
Telephone Number:	(816) 333 - 7700		
E-mail Address:	hwebster@duboisengrs.com		

ATTACHMENT F

Truth-In-Negotiation Certificate

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

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

STATE OF MISSOURI)

) ss.

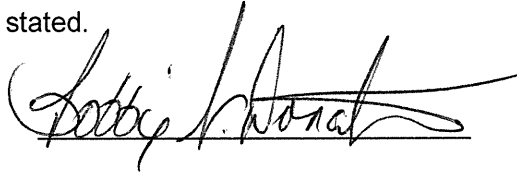
COUNTY OF JACKSON)

I, Ajamu K. Webster, having full authority to act on behalf of DuBois Consultants Inc., do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Dry Weather Sewer Line: Outfall 055
Project No. 81000919, Contract No. 1582
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.

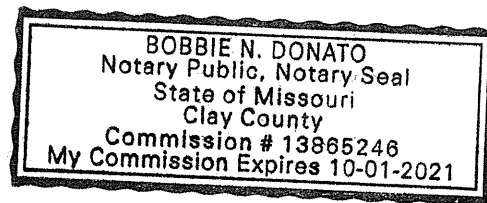

Signature of affiant

On this 18th day of May, 2020 before me, (Bobbie N. Donato) a Notary Public in and for said state, personally appeared (Ajamy K. Webster), 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: 10-01-2021



Attachment G

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

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

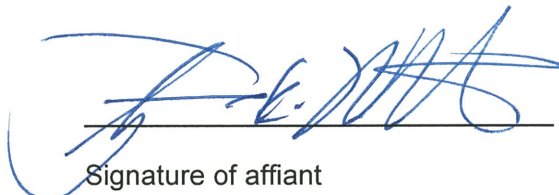
STATE OF MISSOURI)

) ss.

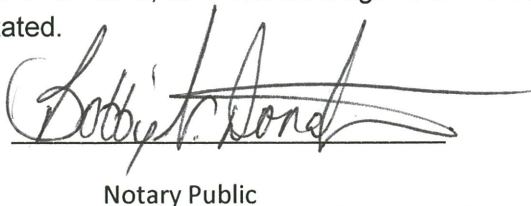
COUNTY OF JACKSON)

I, Ajamu K. Webster, having full authority to act on behalf of DuBois Consultants, Inc., do solemnly swear under oath to the following:

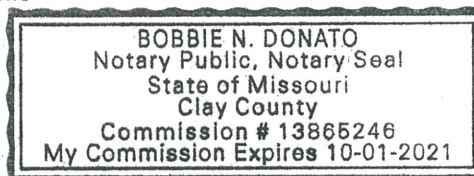
I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location:
<https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.


Signature of affiant

On this 18th day of May, 2020 before me, Bobbie N. Donato, a Notary Public in and for said state, personally appeared (Ajamu K. Webster), 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: 10/01/2021



ATTACHMENT H

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>TSI Geotechnical, inc</u> Email: <u>BWilmes@tsigeotech.com</u>	Address: <u>8248 NW 101st Terr # Kansas City, MO, 64153</u> Phone: <u>(816)599-7965</u> Fax: _____
2.	Name: <u>Boundary & Construction Surveying inc</u> Email: <u>roger@boundariesurvey.net</u>	Address: <u>821 NE Columbus Street Suite # 100 Lee's Summit MO 64130</u> Phone: <u>(816) 554-9798</u> 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: DuBois Consultants Inc
 Submitted By: Nevene Fanous
 Title: Project Manager
 Telephone No.: 816 333 7700
 Fax No.: 816 333 7722
 E-mail: n-fanous@duboisengrs.com
 Date: 05-19-2020

ATTACHMENT I

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
Unathorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ((1+2+4) - [3]);	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payments	[8]	_____	\$0.00
PAYMENT DUE CONTRACTOR (7-8)	[9]	_____	\$0.00

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

Approved By: _____ Project Manager Date: _____

Approved By: _____ Director or Designee Date: _____

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1582 PROJECT NO. 81000919
PROJECT TITLE – DRY WEATHER SEWER LINE: OUTFALL 055
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and DuBois Consultants, Inc. (Design Professional). The parties amend the Agreement entered into on May 3, 2020, as follows:

WHEREAS, City has previously entered into a contract dated May 3, 2020 in the amount of \$242,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$205,305.60, to amend the total contract amount to \$447,305.60; and

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

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

- A. Add the following section(s):
 - a. Under Attachment A - Scope of Services, add Attachment A1- Final Design Phase Services, Additional Scope of Services.
 - b. Under Attachment C - Engineering Fee Summary and Schedule of Positions Classification, add Attachment C1 - Engineering Fee Summary for Additional Services related to Final Design Phase Services.

- B. Delete and replace the following section(s):
 - a. Delete Sec. 4. Compensation and reimbursables, Subparagraph A and replace with the following Sec. 4 Compensations and reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$447,305.60, as follows:
 - 1. \$377,001.60 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$47,687.70. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$22,616.30 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.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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


Date: 1/21/2022

By: 
DocuSigned by:
AB4161AD711D4C4...

Title: President

KANSAS CITY, MISSOURI

Date: 2/1/2022

By: 
DocuSigned by:
44458FCE836C4D6...

Name: D. Matt Bond, P.E.


Title: Deputy Director
Water Services Department

Approved as to form:


DocuSigned by:
0909E44CF75D420...

Assistant City Attorney

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


DocuSigned by:
E0E2BF64764D4B6... 2/15/2022

Director of Finance (Date)

ATTACHMENT A1 – FINAL DESIGN PHASE SERVICES

ADDITIONAL SCOPE OF SERVICES

Design Professional: Dubois Consultants, Inc.
Owner: City of Kansas City, Missouri
Project: Dry Weather Sewer Line: Outfall 055
Contract No: 1582
Project No: 81000919

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 to the Blue River Interceptor by conveying flow from Manhole S059-030, located upstream of Combined Sewer Outfall 055, to Manhole S059-022, at the Blue River Interceptor Sewer (BRIS) in the Lower Blue River Basin in Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri intends to convey the combined sewer flow that is located in the tributary area contributing to Combined Sewer Outfall 055. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY is undertaking the Project as mandated by the Federal Consent Decree to prepare design documents for conveyance of the combined sewer system flow from just upstream of Diversion Structure 214 to the BRIS. The project location is generally on the north side of I-70 near the intersection of US Highway 40.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
 1. Performance of professional engineering services necessary to develop final design for the conveyance of the combined sewer flow through a relief sewer from sewers located upstream of Outfall 055 in the Lower Blue River Basin and design of improved sewer maintenance access to Diversion Structure 214. The final design shall expand on the preliminary design completed for the project under the Scope of Services stated in Attachment A of the original contract.

Requested services include field survey, sewer system evaluation including the final design of a pipe replacement relief sewer, utility investigations; review of CITY provided hydrographs and boundary conditions and CCTV data; coordination with CITY departments; MODOT permitting assistance; preparation of contract drawings and select specification sections; and opinions of probable construction costs.

F. Project Needs/Goals (Amendment 1)

1. Conveyance of Atlas 14 Storm H from Diversion Structure 214 to the Blue River Interceptor Sewer (BRIS).
2. Field survey for relief sewer alignment and integrated public infrastructure evaluations.
3. Final design for new sanitary sewer or a combination of both based on recommended alignment and alternative.

G. Task Series Listing. This Basic Scope of Services for Amendment 1 is organized under the following Task Series:

1. Task Series 110 - Project Management and Administration
2. Task Series 600 - Utility Coordination
3. Task Series 800 - Work Tracking Application
4. Task Series 900 - Develop Construction Contract Drawings and Limited Specifications
5. Task Series 1000 - Bid Phase Services

H. 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.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

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

1. All services through Task Series 900 shall be completed within 180 calendar days following the CITY's issuance of a Notice to Proceed and Task Series 1000 within 100 calendar days thereafter. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. AMENDMENT 1 SCOPE OF SERVICES

TASK SERIES 100

TASK 110 - PROJECT MANAGEMENT AND ADMINISTRATION

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

TASK 111 - PROJECT MANAGEMENT SERVICES

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Work not specifically identified herein shall not be performed without written authorization from the CITY.

TASK 112 - MONTHLY INVOICING AND PROJECT STATUS REPORTS

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's 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, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

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

TASK 113 - SUBCONSULTANT AGREEMENTS AND ADMINISTRATION

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

TASK 114 - QUALITY CONTROL

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

TASK 115 - PROJECT KICKOFF MEETING FOR FINAL DESIGN

After Notice to Proceed is given by the CITY, the DESIGN PROFESSIONAL shall organize and conduct a Project Final Design Kickoff Meeting with the CITY to review and update project

milestones, sustainability goals and high-level sustainability approaches to meet Envision™ credit requirements. The DESIGN PROFESSIONAL shall update lines of communication, project procedures, Engineer's proposed work plan, and other logistics of project execution, including resource loaded project schedule and content of subsequent monthly progress meetings. The DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes within one week after the meeting.

TASK 116 - PERMITTING ASSISTANCE

DESIGN PROFESSIONAL shall assist the CITY in obtaining MODOT permits for the sewer replacement and sewer maintenance access road work. Assistance shall include preparation of drawings and exhibits for meeting discussion, providing design drawings for review at the various design milestones, and attendance of two (2) one-hour review meetings with MODOT staff.

TASK 117 - MONTHLY PROGRESS MEETINGS

The DESIGN PROFESSIONAL shall participate in up to eight (8) monthly progress meetings with the CITY to review work progress, budget and schedule, current issues, anticipated future activities, and variances in the potential scope of work. Prepare and submit an agenda to CITY prior to each meeting and prepare and distribute meeting minutes within one week after each meeting.

TASK SERIES 600 - UTILITY COORDINATION

DESIGN PROFESSIONAL shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility coordination shall be performed in accordance with the City of Kansas City, Missouri's 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 generally the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design and, establish and execute a plan for data collection with the utilities affected.
5. Conduct a minimum of two (2) combined utility coordination meetings with all impacted utilities. Design drawings will be distributed for review and comment. DESIGN PROFESSIONAL will be responsible for organizing the meeting location, inviting the impacted utilities, preparing meeting minutes, and distributing them. The

meeting will be coordinated with the CITY. Communicate scope of project, speculated construction sequencing and project schedule. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. Utility interruptions and temporary service requirements will 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.

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

TASK SERIES 700 – NOT USED

TASK SERIES 800 - WORK TRACKING APPLICATION

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets, as necessary, for each 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.

TASK SERIES 900 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

TASK 901 - 60% CONSTRUCTION CONTRACT DOCUMENTS

1. 60% Design Plan Sheets: Prepare and submit 60% complete design drawings based on approved recommendation from preliminary design efforts/report or review. Plans will also include detailed information with respect to sanitary sewer relief sewer, Diversion Structure 214 replacement or modifications, maintenance access road to Diversion Structure 214 including gates at Freemont, required tree removal, surface drainage modifications required by maintenance access road, erosion control, and specifications. DESIGN PROFESSIONAL shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.
2. 60% Sewer Design Calculations: Complete the hydraulic and final design calculations for the proposed sanitary sewer system. Sanitary sewer 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 will 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.
3. 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 will

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 will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing will also consider appropriate methods for sediment and erosion control in conformance with Stormwater Pollution Prevention Plans and required NPDES permitting.

4. 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.
5. 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 will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.
6. CITY Review: Submit the following for CITY review;
 - a) A single electronic file in portable document format (PDF) of 60%plans, 60% technical specification and 60% opinion of probable cost.
 - b) Sequence of construction sheet
7. The CITY will distribute plans to the appropriate CITY departments and staff for review.
8. Review Meeting: Conduct a two-hour 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 - PLAN IN HAND WALK THROUGH

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

TASK 903 - 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 the following for CITY review:

1. PDF files of plans, specifications, and 90% Opinion of Probable Cost. And summary of Task 902 Items.

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 904 - FINAL CONSTRUCTION CONTRACT DOCUMENTS

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

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

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: One (1) copy; “D” size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: One (1) copy; Per **Attachment B** and AutoCAD (.dwg) files.
3. Electronic Contract Specifications: One (1) copy; all copies – PDF and WORD.
4. Final Opinion of Probable Cost.

TASK 1000 - BID PHASE SERVICES

TASK 1001 - 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.

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

TASK 1002 - SUBMIT ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Update the Final Class 1 cost opinion submitted under 904 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

TASK 1003 - 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 a written bid recommendation recommending the award of construction contract.

IV. OPTIONAL SERVICES

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

- A. Project Management and Administration services beyond those associated with completion of Task Series 200 - Task Series 1000.
- B. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
- C. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- D. Appearances at public hearings or before special boards.

- E. Assisting CITY with appraisal and/or acquisition of easements.
- F. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
Method of financing or availability of funding;

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV, manhole inspection, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Provide manhole inspections, CCTV data, updated GIS data, hydraulic parameters/hydrographs to DESIGN PROFESSIONAL within 30 days of the Notice to Proceed (NTP).
- D. Provide property lines, contours, water main, and sewer record for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.
- E. Provide modeling information for the design event in the form of flow hydrographs for several locations upstream of the proposed relief sewer to allow the design professional to size the relief sewer alternatives and design diversion structure modifications.

(End of Scope of Services)



Project: Project No. 81000919 -Dry Weather Sewer Line: Outfall 055- Amendment #1 Attachment C1
Project Number: J20006
Date: 15-Nov-21

ID	Work Code	Task No.	Task	Principal	Project Manager	Budgeted Hours			Total Fee	Completion Date
						Engineer	Technician	Administration		
		100	TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION							
			Task Total	<u>0</u>	<u>170</u>	<u>122</u>	<u>80</u>	<u>10</u>	\$ 58,562.00	
		111	Project Management Services (Up to 8 month)		40				\$ 7,400.00	
		112	Monthly Invoicing, Project Status Reports, and Project Schedule (Up to 5)		40			10	\$ 8,060.00	
		113	Subconsultant Agreements and Administration		0			0	\$ -	
		114	Quality Control		8	40	40		\$ 11,640.00	
		115	Project Kickoff Meeting		2	2			\$ 662.00	
		116	Permitting Assistance		40	40	40		\$ 17,560.00	
		117	Monthly progress meetings		40	40			\$ 13,240.00	
		200	TASK SERIES 200 - PUBLIC INVOLVEMENT AND COORDINATION							
			Task Total		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	\$ -	
			Included in the Original Contract						\$ -	
		300	TASK SERIES 300 - FIELD							
			Task Total		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	\$ -	
			Geotechnical investigations (fee included in the original contract)						\$ -	
			additional survey (will be charged to the optional services from the original contract)						\$ -	
		600	TASK SERIES 600 - UTILITY COORDINATION		8	40	20		\$ 9,480.00	
		800	TASK SERIES 800 - WORK TRACKING APPLICATION							
			Task Total		<u>6</u>	<u>40</u>	<u>10</u>	<u>0</u>	\$ 8,030.00	
		800	Work Tracking Application		6	40	10		\$ 8,030.00	
		900	TASK SERIES 900 - DEVELOP CONSTRUCTION PLANS AND LIMITED SPECIFICATIONS							
			Task Total		<u>54</u>	<u>354</u>	<u>414</u>	<u>0</u>	\$ 106,386.00	
		901	60% Construction Contract Documents		24	160	200		\$ 49,400.00	
		902	Plan in Hand walkthrough		4	14	14		\$ 4,296.00	
		903	90% Construction Documents		16	120	120		\$ 33,440.00	
		904	Final Construction Documents		10	60	80		\$ 19,250.00	
		1000	TASK SERIES 1000 - BID PHASE SERVICES							
			Task Total		<u>30</u>	<u>94</u>	<u>96</u>	<u>0</u>	\$ 29,642.00	
		1001	Pre-Bid Conference		8	32	36		\$ 10,040.00	
		1002	Submit Engineer's Opinion Of Probable Construction		2	2			\$ 662.00	
		1003	Bid Assistance and Evaluation		20	60	60		\$ 18,940.00	
			Optional services						\$ -	
									\$ -	
Total Hours				0	268	650	620	10	\$ 212,100.00	(Engineering Only)
TOTAL Engineering Hours =				0	268	650	620	10	\$ 212,100.00	
Rates =				\$ 215.00	\$ 185.00	\$ 146.00	\$ 108.00	\$ 66.00		2021-2022 Rate
FEE =				\$ -	\$ 49,580.00	\$ 94,900.00	\$ 66,960.00	\$ 660.00		

DuBois DESIGN FEE = \$	212,100.00
ADMINISTRATIVE FEE =	
Topographic Survey = \$	-
Geotechnical Investigations = \$	-
TOTAL BASE FEE = \$	212,100.00
Carry over from Original contract	
Task 400: Alternatives evaluation \$	2,175.86
Task 500: preliminary design \$	4,618.54
OPTIONAL SERVICES = \$	-
<u>TOTAL PROJECT FEE</u>	
<u>EXCLUDING CARRY OVER = \$</u>	<u>205,305.60</u>

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 1582 PROJECT NO. 81000919
PROJECT TITLE – DRY WEATHER SEWER LINE: OUTFALL 055
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and DuBois Consultants, Inc. (Design Professional). The parties amend the Agreement entered into on June 30, 2020, as follows:

WHEREAS, City has previously entered into a contract dated June 30, 2020 in the amount of \$242,000.00; and

WHEREAS, City has previously executed Amendment No.1, dated February 15, 2022, in the amount of \$205,305.60; and

WHEREAS, the City desires to execute a No-Cost Amendment No. 2; and

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

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

A. Add the following:

a. Add Sec. 8. Responsibilities of City., Subparagraph F:

Evaluate Contractor's performance at key contractual milestones per the City's Water Services Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

b. Add Attachment C2 – Dubois Consultants, Inc. Project Rates and Multipliers 2022 attached herein.

B. Delete and replace the following:

a. Delete Sec. 4. Compensation and Reimbursable, Subparagraph A.2 and replace with the following Sec. 4. Compensation and Reimbursable, Subparagraph A.2:

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.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

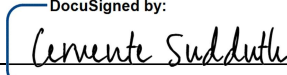
Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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


Date: _____

By:  _____
DocuSigned by:
AB4161AD711D4C4...

Title: _____

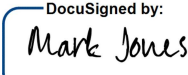
KANSAS CITY, MISSOURI

Date: 6/28/2022

By:  _____
DocuSigned by:
9364D1421D674F2...

Name: Srini Vallabhaneni
Title: Smart Sewer Officer
Smart Sewer & Stormwater Divisions

Approved as to form:

 _____
DocuSigned by:
0909E44CF75D420...
Assistant City Attorney

Attachment C2
DUBOIS CONSULTANTS, INC.
PROJECT RATES AND MULTIPLIERS

2022

PROJECT RATES AND MULTIPLIERS			
Staff	Min.	Max.	Multiplier
Principal	69.00	105.59	3.04
Senior Project Manager (III)	62.54	96.60	3.04
Project Manager II	55.12	94.94	3.04
Project Manager	51.10	78.03	3.04
Senior Engineer	38.87	63.03	3.04
Civil Senior Engineer	38.87	63.03	3.04
Structural Senior Engineer	38.87	63.03	3.04
Engineer	29.52	49.34	3.04
Civil Engineer	29.52	49.34	3.04
Structural Engineer	29.52	49.34	3.04
Field Engineer	28.62	48.86	3.04
Resident Engineer	28.62	48.86	3.04
AutoCAD Technician	21.20	54.18	3.04
IT Technician	19.88	39.45	3.04
Administration	19.88	39.45	3.04
Field Technician 2	18.02	35.72	3.04
Field Technician 1	17.49	34.16	3.04
Clerical	16.70	29.37	3.04

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1582 PROJECT NO. 81000919
PROJECT TITLE – DRY WEATHER SEWER LINE: OUTFALL 055
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and DuBois Consultants, Inc. (Design Professional). The parties amend the Agreement entered into on May 3, 2020, as follows:

WHEREAS, City has previously entered into a contract dated May 3, 2020 in the amount of \$242,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$205,305.60, to amend the total contract amount to \$447,305.60; and

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

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

- A. Add the following section(s):
 - a. Under Attachment A - Scope of Services, add Attachment A1- Final Design Phase Services, Additional Scope of Services.
 - b. Under Attachment C - Engineering Fee Summary and Schedule of Positions Classification, add Attachment C1 - Engineering Fee Summary for Additional Services related to Final Design Phase Services.

- B. Delete and replace the following section(s):
 - a. Delete Sec. 4. Compensation and reimbursables, Subparagraph A and replace with the following Sec. 4 Compensations and reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$447,305.60, as follows:
 - 1. \$377,001.60 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$47,687.70. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$22,616.30 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.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

Date: 1/21/2022

DocuSigned by:
Cemente Sudduth
AB4181AD711D4C4...

By: _____
Title: President

KANSAS CITY, MISSOURI

Date: 2/1/2022

DocuSigned by:
D Matt Bond
44458FCE836C4D6...

Name: D. Matt Bond, P.E.

Title: Deputy Director
Water Services Department

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by:
Theresa Danielson 2/15/2022
E0E2BF64764D4B6...

Director of Finance (Date)

ATTACHMENT A1 – FINAL DESIGN PHASE SERVICES

ADDITIONAL SCOPE OF SERVICES

Design Professional: Dubois Consultants, Inc.
Owner: City of Kansas City, Missouri
Project: Dry Weather Sewer Line: Outfall 055
Contract No: 1582
Project No: 81000919

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 to the Blue River Interceptor by conveying flow from Manhole S059-030, located upstream of Combined Sewer Outfall 055, to Manhole S059-022, at the Blue River Interceptor Sewer (BRIS) in the Lower Blue River Basin in Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri intends to convey the combined sewer flow that is located in the tributary area contributing to Combined Sewer Outfall 055. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY is undertaking the Project as mandated by the Federal Consent Decree to prepare design documents for conveyance of the combined sewer system flow from just upstream of Diversion Structure 214 to the BRIS. The project location is generally on the north side of I-70 near the intersection of US Highway 40.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
 1. Performance of professional engineering services necessary to develop final design for the conveyance of the combined sewer flow through a relief sewer from sewers located upstream of Outfall 055 in the Lower Blue River Basin and design of improved sewer maintenance access to Diversion Structure 214. The final design shall expand on the preliminary design completed for the project under the Scope of Services stated in Attachment A of the original contract.

Requested services include field survey, sewer system evaluation including the final design of a pipe replacement relief sewer, utility investigations; review of CITY provided hydrographs and boundary conditions and CCTV data; coordination with CITY departments; MODOT permitting assistance; preparation of contract drawings and select specification sections; and opinions of probable construction costs.

F. Project Needs/Goals (Amendment 1)

1. Conveyance of Atlas 14 Storm H from Diversion Structure 214 to the Blue River Interceptor Sewer (BRIS).
2. Field survey for relief sewer alignment and integrated public infrastructure evaluations.
3. Final design for new sanitary sewer or a combination of both based on recommended alignment and alternative.

G. Task Series Listing. This Basic Scope of Services for Amendment 1 is organized under the following Task Series:

1. Task Series 110 - Project Management and Administration
2. Task Series 600 - Utility Coordination
3. Task Series 800 - Work Tracking Application
4. Task Series 900 - Develop Construction Contract Drawings and Limited Specifications
5. Task Series 1000 - Bid Phase Services

H. 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.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

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

1. All services through Task Series 900 shall be completed within 180 calendar days following the CITY's issuance of a Notice to Proceed and Task Series 1000 within 100 calendar days thereafter. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. AMENDMENT 1 SCOPE OF SERVICES

TASK SERIES 100

TASK 110 - PROJECT MANAGEMENT AND ADMINISTRATION

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

TASK 111 - PROJECT MANAGEMENT SERVICES

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Work not specifically identified herein shall not be performed without written authorization from the CITY.

TASK 112 - MONTHLY INVOICING AND PROJECT STATUS REPORTS

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's 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, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

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

TASK 113 - SUBCONSULTANT AGREEMENTS AND ADMINISTRATION

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

TASK 114 - QUALITY CONTROL

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

TASK 115 - PROJECT KICKOFF MEETING FOR FINAL DESIGN

After Notice to Proceed is given by the CITY, the DESIGN PROFESSIONAL shall organize and conduct a Project Final Design Kickoff Meeting with the CITY to review and update project

milestones, sustainability goals and high-level sustainability approaches to meet Envision™ credit requirements. The DESIGN PROFESSIONAL shall update lines of communication, project procedures, Engineer's proposed work plan, and other logistics of project execution, including resource loaded project schedule and content of subsequent monthly progress meetings. The DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes within one week after the meeting.

TASK 116 - PERMITTING ASSISTANCE

DESIGN PROFESSIONAL shall assist the CITY in obtaining MODOT permits for the sewer replacement and sewer maintenance access road work. Assistance shall include preparation of drawings and exhibits for meeting discussion, providing design drawings for review at the various design milestones, and attendance of two (2) one-hour review meetings with MODOT staff.

TASK 117 - MONTHLY PROGRESS MEETINGS

The DESIGN PROFESSIONAL shall participate in up to eight (8) monthly progress meetings with the CITY to review work progress, budget and schedule, current issues, anticipated future activities, and variances in the potential scope of work. Prepare and submit an agenda to CITY prior to each meeting and prepare and distribute meeting minutes within one week after each meeting.

TASK SERIES 600 - UTILITY COORDINATION

DESIGN PROFESSIONAL shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility coordination shall be performed in accordance with the City of Kansas City, Missouri's 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 generally the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design and, establish and execute a plan for data collection with the utilities affected.
5. Conduct a minimum of two (2) combined utility coordination meetings with all impacted utilities. Design drawings will be distributed for review and comment. DESIGN PROFESSIONAL will be responsible for organizing the meeting location, inviting the impacted utilities, preparing meeting minutes, and distributing them. The

meeting will be coordinated with the CITY. Communicate scope of project, speculated construction sequencing and project schedule. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. Utility interruptions and temporary service requirements will 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.

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

TASK SERIES 700 – NOT USED

TASK SERIES 800 - WORK TRACKING APPLICATION

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets, as necessary, for each 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.

TASK SERIES 900 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

TASK 901 - 60% CONSTRUCTION CONTRACT DOCUMENTS

1. 60% Design Plan Sheets: Prepare and submit 60% complete design drawings based on approved recommendation from preliminary design efforts/report or review. Plans will also include detailed information with respect to sanitary sewer relief sewer, Diversion Structure 214 replacement or modifications, maintenance access road to Diversion Structure 214 including gates at Freemont, required tree removal, surface drainage modifications required by maintenance access road, erosion control, and specifications. DESIGN PROFESSIONAL shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.
2. 60% Sewer Design Calculations: Complete the hydraulic and final design calculations for the proposed sanitary sewer system. Sanitary sewer 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 will 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.
3. 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 will

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 will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing will also consider appropriate methods for sediment and erosion control in conformance with Stormwater Pollution Prevention Plans and required NPDES permitting.

4. 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.
5. 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 will be Class 2 consistent with ACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.
6. CITY Review: Submit the following for CITY review;
 - a) A single electronic file in portable document format (PDF) of 60%plans, 60% technical specification and 60% opinion of probable cost.
 - b) Sequence of construction sheet
7. The CITY will distribute plans to the appropriate CITY departments and staff for review.
8. Review Meeting: Conduct a two-hour 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 - PLAN IN HAND WALK THROUGH

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

TASK 903 - 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 the following for CITY review:

1. PDF files of plans, specifications, and 90% Opinion of Probable Cost. And summary of Task 902 Items.

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 904 - FINAL CONSTRUCTION CONTRACT DOCUMENTS

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

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

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: One (1) copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: One (1) copy; Per **Attachment B** and AutoCAD (.dwg) files.
3. Electronic Contract Specifications: One (1) copy; all copies – PDF and WORD.
4. Final Opinion of Probable Cost.

TASK 1000 - BID PHASE SERVICES

TASK 1001 - 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.

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

TASK 1002 - SUBMIT ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Update the Final Class 1 cost opinion submitted under 904 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

TASK 1003 - 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 a written bid recommendation recommending the award of construction contract.

IV. OPTIONAL SERVICES

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

- A. Project Management and Administration services beyond those associated with completion of Task Series 200 - Task Series 1000.
- B. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
- C. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- D. Appearances at public hearings or before special boards.

- E. Assisting CITY with appraisal and/or acquisition of easements.
- F. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
Method of financing or availability of funding;

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV, manhole inspection, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Provide manhole inspections, CCTV data, updated GIS data, hydraulic parameters/hydrographs to DESIGN PROFESSIONAL within 30 days of the Notice to Proceed (NTP).
- D. Provide property lines, contours, water main, and sewer record for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.
- E. Provide modeling information for the design event in the form of flow hydrographs for several locations upstream of the proposed relief sewer to allow the design professional to size the relief sewer alternatives and design diversion structure modifications.

(End of Scope of Services)



Project: Project No. 81000919 -Dry Weather Sewer Line: Outfall 055- Amendment #1 Attachment C1
Project Number: J20006
Date: 15-Nov-21

ID	Work Code	Task No.	Task	Principal	Project Manager	Budgeted Hours			Total Fee	Completion Date
						Engineer	Technician	Administration		
		100	TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION							
			Task Total	<u>0</u>	<u>170</u>	<u>122</u>	<u>80</u>	<u>10</u>	\$ 58,562.00	
		111	Project Management Services (Up to 8 month)		40				\$ 7,400.00	
		112	Monthly Invoicing, Project Status Reports, and Project Schedule (Up to 5)		40			10	\$ 8,060.00	
		113	Subconsultant Agreements and Administration		0			0	\$ -	
		114	Quality Control		8	40	40		\$ 11,640.00	
		115	Project Kickoff Meeting		2	2			\$ 662.00	
		116	Permitting Assistance		40	40	40		\$ 17,560.00	
		117	Monthly progress meetings		40	40			\$ 13,240.00	
		200	TASK SERIES 200 - PUBLIC INVOLVEMENT AND COORDINATION							
			Task Total		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	\$ -	
			Included in the Original Contract						\$ -	
		300	TASK SERIES 300 - FIELD							
			Task Total		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	\$ -	
			Geotechnical investigations (fee included in the original contract)						\$ -	
			additional survey (will be charged to the optional services from the original contract)						\$ -	
		600	TASK SERIES 600 - UTILITY COORDINATION		8	40	20		\$ 9,480.00	
		800	TASK SERIES 800 - WORK TRACKING APPLICATION							
			Task Total		<u>6</u>	<u>40</u>	<u>10</u>	<u>0</u>	\$ 8,030.00	
		800	Work Tracking Application		6	40	10		\$ 8,030.00	
		900	TASK SERIES 900 - DEVELOP CONSTRUCTION PLANS AND LIMITED SPECIFICATIONS							
			Task Total		<u>54</u>	<u>354</u>	<u>414</u>	<u>0</u>	\$ 106,386.00	
		901	60% Construction Contract Documents		24	160	200		\$ 49,400.00	
		902	Plan in Hand walkthrough		4	14	14		\$ 4,296.00	
		903	90% Construction Documents		16	120	120		\$ 33,440.00	
		904	Final Construction Documents		10	60	80		\$ 19,250.00	
		1000	TASK SERIES 1000 - BID PHASE SERVICES							
			Task Total		<u>30</u>	<u>94</u>	<u>96</u>	<u>0</u>	\$ 29,642.00	
		1001	Pre-Bid Conference		8	32	36		\$ 10,040.00	
		1002	Submit Engineer's Opinion Of Probable Construction		2	2			\$ 662.00	
		1003	Bid Assistance and Evaluation		20	60	60		\$ 18,940.00	
			Optional services						\$ -	
									\$ -	
Total Hours				0	268	650	620	10	\$ 212,100.00	(Engineering Only)
TOTAL Engineering Hours =				0	268	650	620	10	\$ 212,100.00	
Rates =				\$ 215.00	\$ 185.00	\$ 146.00	\$ 108.00	\$ 66.00		2021-2022 Rate
FEE =				\$ -	\$ 49,580.00	\$ 94,900.00	\$ 66,960.00	\$ 660.00		

DuBois DESIGN FEE = \$	212,100.00
ADMINISTRATIVE FEE =	
Topographic Survey = \$	-
Geotechnical Investigations = \$	-
TOTAL BASE FEE = \$	212,100.00
Carry over from Original contract	
Task 400: Alternatives evaluation \$	2,175.86
Task 500: preliminary design \$	4,618.54
OPTIONAL SERVICES = \$	-
<u>TOTAL PROJECT FEE</u>	
<u>EXCLUDING CARRY OVER = \$</u>	<u>205,305.60</u>