

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000955 / CONTRACT NO. 1611
FOR GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK
WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

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

The Water Services Department (WSD) of the City, intends to build stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within Mill Creek Park, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway in Kansas City, Missouri.

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

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

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

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$750,000.00, as follows:

1. \$445,385.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$154,615.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$150,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service

shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

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

B. Method of Payment.

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

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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

Design Professional Service Agreement Part I 102014

Contract Central

Phone: (816) 513-0168
Facsimile: (816) 513-0226
E-mail address: matt.bond@kcmo.org

Design Professional:

HDR Engineering, Inc.
Contact: Charlie Sievert, P.E.
Address: 10450 Holmes Rd., Ste. 600
Phone: (913) 314-0225 Facsimile: (816) 360-2701
E-mail address: Charlie.Sievert@hdrinc.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Truth-In-Negotiation Certificate

Attachment H – Affidavit of Compliance with the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0487-GAF

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location: <https://www.kewaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

Attachment I – Non-Construction Subcontractors Listing

Attachment J – Non-Construction Application for Payment

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

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

Sec. 12. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as

amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

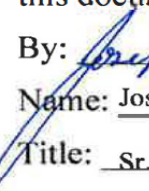
I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: 5/5/2021

By: 

Name: Joseph E. Drimmel

Title: Sr. Vice President



KANSAS CITY, MISSOURI

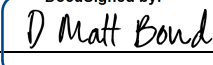
Date: 5/13/2021

By: 

Name: D. Matt Bond, P.E.

Title: Deputy Director

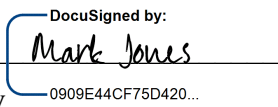
Water Services Department



Approved as to form:



Assistant City Attorney



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

 6/22/2021

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec. 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional

shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

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

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

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design Professional may be

declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible

to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

Design Professional is an independent contractor and is not City's agent. Design

Professional has no authority to take any action or execute any documents on behalf of City.

Sec. 23. Employee Eligibility Verification.

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

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 \$12.50 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.

Sec. 25. Truth-In-Negotiation Certificate.

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

Sec. 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 - \$1,000.00 per day;
Day 31 through Day 60- \$2,000.00 per day;
Day 61 and thereafter - \$4,000.00 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.

Sec. 27. Anti-Discrimination Against Israel.

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

ATTACHMENT A

SCOPE OF SERVICES – PRELIMINARY AND FINAL DESIGN SERVICES

Design Professional: HDR Engineering, Inc.
Owner: City of Kansas City, Missouri
Project: Green Infrastructure Project 1-1: Mill Creek Park
City Contract No.: 1611
City Project No: 81000955

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 (DP) for providing Preliminary and Final Design Services to facilitate subsequent design and construction of green infrastructure in Mill Creek Park (MCP), located in the Brush Creek Basin of Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to build stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway in Kansas City, Missouri.
- B. Federal Consent Decree. This Project is to meet the requirements of the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DP and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking the Project to meet the requirements of the Federal Consent Decree to prepare design documents for construction of green infrastructure in the MCP.

Associated stormwater collection system for approximately 49 acres of upstream tributary area will be constructed through a separate WSD contract. Proposed storm sewer system will tie-in to the existing downstream combined sewer system at two locations: 1) 43rd Street near north boundary of MCP; 2) 44th Street near east boundary of MCP.

The project boundaries are generally W 43rd Street to the north, E 45th Street to the south (or the trail loop), the limits of MCP to the East, and Mill Creek Parkway to the west.

- D. Follow-On Phases. At the discretion of the CITY and following bid phase services, the DP may be requested to provide construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of development of preliminary and final design services for green infrastructure in MCP with stakeholder input. The Work consists of the following professional services:

1. Performance of professional services to develop preliminary and final design for green infrastructure in MCP, through effective stakeholder engagement and communication process. The design shall expand on concept designs developed through Conceptual Design Competition phase, existing coordination efforts with Kansas City Parks and Recreation and the MCP Association Board (Stakeholders).
 2. Requested services include supplemental topographic and utility field survey, groundwater seepage and subsurface investigations, preparation of preliminary design with probable construction costs, preparation of final construction documents with probable construction costs, preparation of final graphic design renderings, and bid phase services.
- F. 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 - Envision™ Sustainability
 3. Task Series 300 - Public and Stakeholder Engagement
 4. Task Series 400 - Field Investigation, Data Review and Design Report
 5. Task Series 500 - Design (30%, 60%, 90%, & 100%)
 6. Task Series 600 - Bid Phase Services
- G. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DP shall perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids, or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

DP will complete Task Series 100 through 500 within 302 calendar days following the CITY's issuance of a Notice to Proceed to DP. All tasks identified in this Scope of Services, except those identified as Optional Services, will be performed within 302 calendar days of a written Notice to Proceed. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP or as approved by the CITY.

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

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DP under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct, and oversee each element of Basic Services identified herein and subcontractors employed by the DP in completion of the Work. In addition to managing project schedule and budget, the DP shall manage implementation of project critical success factors throughout the course of the project. The following management activities will be provided by DP.

Critical project success factors are:

1. Enhancing the park usage through creative design for overflow control.
2. Integrating Landscape Architectural and Engineering Principles and Practices.
3. Creating an amenity that the community can take pride in.
4. Engaging stakeholders during design development and construction.
5. Coordination with other City projects.

Task 101 Project Management Services

Provide project administration and 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. e-Builder will be used for document management on this project. DP shall implement quality control on all phases of the project to provide an independent review of the project.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices and a project status report. CITY will provide a format and a guideline for the information to be included with the project status report. Invoices will be submitted through e-Builder. At minimum, the following information shall be included:

1. DP and subcontractor work by task, with an estimate of work percent completion for each Task Series in the Basic Scope of Services.
2. Activities anticipated to be performed the next month.
3. Action items required by CITY.

4. Potential project scope variances with corrective action.
5. Assessment of DP's ability to meet project schedule milestones, including identification of any delays beyond its control.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for subconsultants. 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 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, and other logistics of project execution, including anticipated project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting summary.

At least 14 days prior to the meeting, the CITY will provide the DP other design ideas presented through Conceptual Design Competition for consideration. During the project Kickoff Meeting, the CITY and the DP will discuss elements of the other designs and programmatic elements that could be advanced and integrated into the preliminary design. Programmatic elements could include existing park users support through coordination with local non-profit organizations.

Task 105 Work Plan

DP shall prepare a draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at minimum, the following:

1. A summary of dedicated key team members' roles and responsibilities, including field crew leaders and contact information.
2. Project financial performance tracking.
3. Identification of milestones and deliverables, with date of delivery.

Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic copy of the final Work Plan.

Task 106 Progress Meetings

Participate in up to 10 progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, and variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to the CITY two days prior to each meeting, prepare/distribute meeting summary, and efficiently manage meeting participation.

Deliverables (electronic format)

1. Meeting agenda and summary
2. Draft and final work plan

TASK SERIES 200 - ENVISION™ SUSTAINABILITY

DP shall utilize Envision™ Sustainability to screen for the preferred design alternative from a total of three alternatives. DP shall evaluate Tier 2 Envision process determined by the City for green infrastructure project type and review recommendation, project needs and improvements to achieve incomplete credits. DP shall implement the Tier 2 Envision process as defined in the WSD Sustainability Playbook dated November 2020. DP shall utilize the Conversation Guide to document the planning, pre-design, design, and construction sustainability items considered for the project. Detailed evaluation of Tier 2 credits will be covered under Optional Services. Envision verification process is not included in this scope.

The DP shall:

1. Conduct review of three project alternatives as they each related to the 59 Envision credits.
2. Assist project manager in completing WSD Conversation Guide.
3. Consider credit applicability and viability, as well as determine a baseline level of achievement (LOA) for each credit and opportunities for improvement.
 - Use HDR's Envision workbook as an evaluation and recording tool, in place of ISI's online scoresheet.
4. Analyze and draft recommendations.
5. Review preliminary Envision scoring with CITY.
6. Compile memo with recommended strategies to increase sustainability on this project following the Tier 2 process defined in the WSD Sustainability Playbook dated November 2020.

Deliverables

1. Mill Creek Park Alternatives Sustainability Evaluation Memo (Tier 2).

Assumptions

1. Apply WSD Sustainability Playbook for a Tier 2 process to increase sustainability on this project.
2. KC Water's Sustainability Playbook specifies ISI's online scoresheet will be presented to show where the project scored across the five Envision categories. This will be presented similarly using HDR's Envision Workbook, but online scoresheets will not be created for each of the nine alternatives.
3. Documentation for Envision credits identified as part of the Tier 2 process will be covered under Optional Services. Following the 30% Design (once an alternative is

selected), a sustainability workshop may be held with the owner and other consultants, for a thorough assessment of the planned alternative as indicated under Optional Services.

4. Envision verification process is not included in this Scope.

TASK SERIES 300 - PUBLIC AND STAKEHOLDER ENAGAGEMENT

The objective of public engagement on this project is to create opportunities for Mill Creek Park stakeholders, park users and the public at large to provide meaningful feedback on efforts to achieve the Critical Project Success Factors. The DP shall consider Envision credits when planning for and implementing public and stakeholder engagement processes to inform the evaluation of design alternatives to increase Envision sustainability score and public acceptance. DP shall limit options to those that fit within the CITY construction budget while meeting the Consent Decree requirements.

Identified Stakeholders include Kansas City Parks and Recreation representatives and the MCP Association Board representatives. DP shall confirm list of stakeholders and expand upon as needed; conduct strategic Public and Stakeholder workshops/meetings to meet interim and major project milestones. DP shall assume planning process through a virtual environment unless authorized by the CITY and agreed upon by the DP to perform in-person engagement.

Task 301 Stakeholder Workshops (three virtual meetings, up to two hours in length each)

1. Stakeholder Contact Database Development - The DP in coordination with CITY, will develop a stakeholders list for inclusion in the workshop. It is anticipated up to eight individuals will participate in the workshops. In addition, stakeholders for one-on-one interviews will be identified. The DP will coordinate and record meeting outreach and RSVPs.
2. Stakeholder Kick-Off Workshop - The workshop will occur following the initial scoring of the nine alternatives and prior to the public meeting. The DP will facilitate a prioritization exercise intended to help identify project components critical to meeting the Project Critical Success Factors. The information gathered will be used by the DP and CITY to refine the content for the Public Meeting.
3. Second Stakeholder Workshop - The workshop will occur following the Public Kick-Off Meeting. The workshop purpose is to consolidate the nine alternatives to no more than three based on performance/function, acceptance and cost. Input received including stakeholder preferences, public comments and survey responses will be considered as part of acceptance criteria. The DP will facilitate the meeting and lead the alternatives refinement process.
4. Third Stakeholder Workshop - The workshop will occur after the Public Meeting. The workshop purpose is to consolidate remaining alternatives to a recommended plan to be carried forward to 30% design. Public comments, survey responses and stakeholder input will be reviewed and considered as part of the workshop. The DP will facilitate the meeting and lead the alternative refinement process.

Deliverables

1. Stakeholder database, participation summary, comment tracking, and user stories.
2. Assist project manager with virtual meeting plans including schedule, logistics, staffing and format.
3. Meeting agendas and summaries.
4. Meeting materials including exhibits and presentations.
5. One-on-one stakeholder interviews/small group engagement with documentation; as needed.

Task 302 Public Meeting

1. Community Engagement Plan - DP will draft a comprehensive but concise Community Engagement Plan (CEP), which will identify key audiences and outline goals, strategies, tools, and methods to be used throughout the Project.
2. Online Engagement - DP will utilize Social Pinpoint to allow the public to express their desires and preferences as it relates to Mill Creek Park. This tool will also allow the public to take an online survey with visual preference options. The information will be recorded and placed on a project website for easy access.
3. Virtual Public Meeting - DP will assist with a virtual public meeting to provide an overview of the project including need for the project, limits of work, scope, schedule, and milestones for upcoming public involvement opportunities including the virtual engagement tool (Social Pinpoint). The purpose of the meeting is to present opportunities and limitations of the project, present conceptual designs developed, gather public comments, ideas, thoughts, and concerns. DP will provide the following services to include:
 - Exhibits to explain project limits, scope of work, and schedule/key milestones.
 - A detailed site analysis for the project area.
 - Graphic depictions of key elements from nine Design Competition Concept Plans.
 - Create and distribute a user survey for the public to provide feedback on the proposed improvements.
 - Researching immediate and surrounding areas to identify key community contacts.
 - Meeting plans including dates, staffing, materials, and format.
 - Virtual platforms as needed to host meeting.
 - Provide and distribute outreach including social media posts, Nextdoor notifications, door hangers to homes and businesses, general meeting notifications to including print and electronic, postcard mailing (list to be provided by KC Water).
 - Draft press releases for distribution by KC Water and media outreach.

- Meeting collateral including sign in sheets, and written meeting summaries.
 - Drafting a version of the engagement map.
 - Community outreach presence at high-traffic areas; encouraging people to access the online engagement tool.
 - Collecting and summarizing responses.
 - Building a contact list from canvassing the local businesses and neighborhoods (addresses, email addresses, and phone numbers) to support outreach efforts throughout the Project.
 - Documentation of interactions and add background information where appropriate.
4. Additional virtual Public meeting(s) will be covered under Optional Services. DP will perform the following services to include:

Deliverables

- Present result of Public Survey and identify how those comments have been addressed in the Concept Design.
- Present Concept Plan based on feedback from Stakeholders and Public.
- Setting up virtual platform to host meeting.
- Scheduling meeting dates.
- Promoting public meetings via social media, Nextdoor and, in some cases, delivering door hangers to homes and businesses.
- Creating and distributing meeting notifications to include both print and electronic assets.
- Coordinating postcard mailing (list to be provided by KC Water).
- Creating, printing, and distributing flyers, social media invitations, and e-mail invitation.
- Drafting press releases for distribution by KC Water.
- Media outreach.

TASK SERIES 400 - FIELD INVESTIGATION, DATA REVIEW AND DESIGN REPORT

Task 401 Supplemental Topographic Survey

In addition to topographic data already provided by the City during Concept Design phase, DP shall define extents and perform supplemental topographic survey to support the design of green infrastructure, set survey control for contractors use during construction, and confirm utility relocations and critical plan and profile.

Task 402 Groundwater Seepage and Subsurface Investigation

DP shall conduct groundwater seepage and subsurface investigations including exploratory field work, laboratory and field testing, seepage modeling, and preparation of groundwater and subsurface report.

Subtask 402.1 Subsurface Investigation

DP shall conduct a subsurface investigation including exploratory field work, laboratory and field testing, and preparation of a subsurface report. A field infiltration test will be performed by the DP. The field infiltration testing will consist of:

DP shall conduct a subsurface investigation including exploratory field work, laboratory and field testing, and preparation of a subsurface report. A field infiltration test will be performed by the DP. The field infiltration testing will consist of:

1. Excavation of two test pits, 4-feet by 4-feet by 6-feet to visually document the soil stratigraphy. One grab sample from the bottom of the pit will be collected for laboratory grain size analysis. One monitoring well will be installed and the test pits will be backfilled with stone at the end of the workday.
2. The DP will monitor depth of water in each pit. A field infiltration test will be performed consisting of an initial saturation and followed within 24 hours, a second infiltration in accordance with Missouri Section 19 CSR 20-3.060 percolation field test.

Field investigations performed by the DP includes the following:

1. Obtain up to 5 soil borings at an approximate anticipated average depth of 20 feet located at critical locations. Obtain one boring advanced to bedrock. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. Soil samples will be collected at 1.5-foot increments vertically for visual classification and laboratory analysis from the upper 10 feet. The soil samples will be collected at 5-foot increments from 10 feet deep to the bottom of boring. One boring will be adjacent to the existing brick sewer to determine the type of backfill used when the brick sewer was constructed. The location of the sewer will be identified as indicated in Task 403.
2. Three of the borings will be used as temporary monitoring wells. The 5 monitoring wells (3 in borings, 2 in the test pits) will be monitored during the field infiltration testing and following rainfall events that exceed 0.5 inches within 24 hours during the 90-day monitoring window, not to exceed a total of thirteen sampling events..
3. Laboratory analysis will include moisture content, grain size analysis, and Atterberg tests. Report amount of sand, silt, and clay along with amount organic material and the presence of fill material. Up to 60 sieve size analysis, 60 hydrometers, 15 Atterberg tests and 60 moisture content analysis are included in the base services.
4. The CITY will install flow meters (15-minute flow, velocity, and depth measurements) in the existing 60-inch and 66-inch brick sanitary sewer pipe for continuous flow monitoring. One meter will be installed in the manhole where the pipe transitions from 60-inch to 66-inch (roughly middle of the project site). The CITY will provide the DP with the 15-minute flow measurement results in Excel format at roughly monthly intervals. The DP will

evaluate the information to determine if the sewer is gaining flow or losing flow through the project area. In addition, the flow measurements will be compared to the pit measurements to evaluate combined sewer exfiltration and groundwater infiltration within the project area.

5. Slug testing will be performed in the three monitoring wells that are installed in borings to obtain saturated hydraulic conductivity values.

The groundwater seepage and subsurface investigations will also include the following:

1. Perform Field Work and Testing - Perform 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.
2. Groundwater and Subsurface Report - A report shall be prepared and shall discuss the general soil and ground water conditions underlying and adjacent to the 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 earth supported improvements.

Subtask 402.2 Groundwater Seepage Analyses

The results of subsurface investigations (subtask 402.1), and incorporation of nearby subsurface information from exploratory drilling, soil series mapping (from the NRCS), or water table mapping (from the MODNR), will be used by the DP as a basis to develop two-dimensional (2D) seepage models to approximate the effectiveness and design development of up to three green infrastructure alternatives confined to the northern 1/3 of Mill Creek Park. The 2D seepage models will be used to evaluate the infiltration capacity for the design storm (event based). The seepage modeling performed by the DP may be supplemented with analytical solutions. Limited sensitivity analyses will be performed with the models to assess the effect of uncertainty in parameters on model result

Deliverables

1. Schedule and hold a groundwater and subsurface investigation meeting following the field data collection but prior to developing the report. This should include the field lead, DP, and appropriate CITY staff.
2. Groundwater and subsurface investigation report presenting the subsurface data and assumptions and results of groundwater analyses. The report shall include professional interpretations of the soils encountered, existing groundwater conditions on site, location of limiting soils including bedrock, and technical opinion of soils and groundwater conditions on construction and performance of green infrastructure. The report will be submitted electronically to the CITY for review and comments. The report will be revised according to review comments and included as an appendix to the Preliminary Design Memorandum.

Task 403 Utility Coordination

DP shall provide for the communication with 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. DP shall perform the following tasks in addition to the Four Step Utility Notification process:

1. Identify utilities that may be affected by the project. Contact those utility owners and determine locations of such utilities.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design. And, establish a plan for data collection with the utilities affected.
5. Perform up to five (5) potholes to probe critical utility crossings. Additional potholes shall be OPTIONAL SERVICES.

Deliverables

1. Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the CITY with the Preliminary Design Memorandum.

Task 404 Basis of Design Memorandum

DP shall prepare for and conduct a screening meeting to discuss green infrastructure alternatives evaluation including sizing, hydraulic and hydrologic model evaluation and cost estimates. The screening meeting will also consider the established Critical Project Success Factors and evaluate how each alternative successfully meets the goal of meaningful interdisciplinary collaboration, specifically in reference to the design of outdoor spaces in a park with a high volume of visitors.

Following the workshop, the DP shall submit a draft Basis of Design Memorandum in an electronic format, describing the evaluated alternatives, design considerations, hydrology and hydraulics, stage-storage relationships, inflow and outflow hydrographs, subsurface investigation, and public & stakeholder input. The Basis of Design Memorandum shall include a design alternative recommendation to move forward into final design.

CITY shall provide review comments, including consensus on recommendation for final design. DP shall provide final Basis of Design Memorandum with comments incorporated before advancing to 30% Design. Additional input from the CITY and changes noted through final design having an impact on cost/schedule of the project or implementation strategy shall be documented in the Basis of Design Memorandum appropriately as an additional section or an appendix.

Deliverables

1. Electronic copy of draft Basis of Design Memorandum.
2. Electronic copy of final Basis of Design Memorandum.

TASK SERIES 500 - DESIGN (30%, 60%, 90%, & 100%)

The base scope of services is based on the CITY construction budget of roughly \$4.6M. Design effort to support additional construction funding will be considered Optional Services.

DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings will be produced at 30%, 90%, and at completion.

Task 501 Draft Contract Documents

DP shall develop 30 and 60 percent construction drawings for the approved design alternative using the template provided by the City. The format used for the drawings shall comply with City's Electronic Format requirements, design procedures, drafting standards and design criteria. Sheets included with draft construction drawings shall include, but not be limited, to:

1. Sediment and Erosion Control Plan
2. Demolition Plan
3. Layout and Staking Plan
4. Furnishing and Railing Plan
5. Plan and profile, on the same sheet for piping systems
6. Grading plan, with Survey Verification Points and spot elevations, tree protection plan
7. Plan View of green infrastructure (locations of components with northing/easting as necessary, spot elevations)
8. Cross sections
9. Details, using the Green Stormwater Infrastructure Manual detail templates
10. Utility Plans and Details
11. Planting plan, educational signage, and outdoor learning plan
12. Irrigation plans and details
13. Structural plans and details

Prepare draft technical specifications for inclusion in Project Manual. These specifications shall include, but not be limited to:

1. 00005 Construction Certification Page
2. 00800 Supplementary Conditions
3. 01015 Specific Project Requirements
4. Green Stormwater Infrastructure Construction Specifications, using SpecsIntact

5. Project specific technical specifications

DP shall prepare an updated opinion of probable cost based on the draft contract documents. This estimate will be a Class 3 estimate consistent with AACE standards. DP shall continue utility coordination, per task series 200.

DP shall budget for up to three (3) revisions and resubmittals of the draft contract documents. For each submittal, CITY shall provide consolidated comments to the DP. DP will incorporate comments prior to resubmittal. CITY shall coordinate all interdepartmental reviews.

Deliverables

1. Electronic copy, draft design drawings (up to four submittals)
2. Electronic copy of Renderings
3. Electronic copy, draft technical specifications (up to four submittals)
4. Electronic copy, opinion of probable cost (up to four submittals)
5. Track and record utility coordination activities in accordance with the CITY's Utility Log Template.

Task 502 60% Design Workshop

DP and CITY will review 60% plans with Stakeholders to assess final construction budget and determine Final Design. The funded elements will progress to Final Design.

Task 503 Final Design

DP shall assist CITY in the facilitation of a final design workshop with the Stakeholders. The purpose of the workshop will be to discuss the final design, review anticipated construction staging and phasing, and solicit feedback for the bid and construction phase of the project.

Task 504 Final Design Memorandum

DP will prepare a draft Final Design Memorandum that includes detailed design assumptions and calculations, utility coordination activities, feedback from the workshop, and the final opinion of probable cost in a format provided by the CITY. CITY shall provide consolidated review comments. DP shall provide revised Final Design Memorandum with comments incorporated.

DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings will be produced at 90% completion.

Deliverables

1. Electronic copy of Renderings
2. Electronic copy of draft Final Design Memorandum.
3. Electronic copy of Final Design Memorandum

Task 505 Final Contract Documents

DP shall prepare final design drawings. Sheets included with final design drawings shall include, but not be limited, to:

1. Plan and profile, on the same sheet for piping systems.
2. Grading plan, with Survey Verification Points and spot elevations, tree protection plan.
3. Plan View of green infrastructure (locations of components with northing/easting as necessary, spot elevations).
4. Cross sections.
5. Details, using the Green Stormwater Infrastructure Manual detail templates.
6. Plan View sheets for Site Activity Plan.
7. Planting plan.
8. Educational signage plan.

Prepare final technical specifications for inclusion in Project Manual. CITY will compile Project Manual. These specifications shall include, but not be limited to:

1. 00005 Construction Certification Page
2. 00800 Supplementary Conditions
3. 01015 Specific Project Requirements
4. Green Stormwater Infrastructure Construction Specifications, using SpecsIntact
5. Project specific technical specifications

Deliverables

1. Electronic copy of Renderings
2. Electronic copy, final design drawings
3. Electronic copy, final technical specifications

Task 506 Draft Operations and Maintenance Manual

DP shall prepare draft operations and maintenance manual following an example format provided by CITY to be finished during CPS phase.

Deliverables

1. Electronic copy of draft Operations and Maintenance Manual (InDesign format, fully packaged to include fonts, photographs, etc.)

TASK SERIES 600 - BID PHASE SERVICES

DP shall assist the City in facilitating a pre-bid meeting and evaluating received bids to provide recommendation on lowest and qualified bid. DP shall prepare for the pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. In coordination with City Project Manager, DP shall prepare for the pre-bid meeting at a date, time and place provided by the City. DP shall prepare an agenda and facilitate the meeting with assistance from CITY.

DP shall update the Final Class 1 cost opinion 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.

DP shall 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 DP for evaluation. Make written recommendation regarding the award of construction contract.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$150,000.00 for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, operations and maintenance records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DP.
- C. Provide topographic survey, GIS data, including property lines, contours, water main, sewer records, and planimetric for the overall project. Aerial imagery for the project will also be provided by the CITY upon request. DP shall submit all GIS requests to water.gis@kcmo.org

- D. The CITY and DP understand the goal of infiltrating 49 acres of stormwater runoff from a 1.4-inch rain has not been widely performed in the Kansas City metro area and the nature of the services are innovative. The DP will use customary standard of care to perform field investigation, testing and design services however the CITY and DP understand that some amount of adaptive management may be needed post construction to improve performance. Further, groundwater elevation impacts from sanitary sewer lining and storm sewer separation projects may impact the performance of the designed system which are beyond the DP control.

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.
 - 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 D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000955

Project Title Green Infrastructure Project 1-1: Mill Creek Park

City of Kansas City - Water Services Department

(Department Project)

Department

HDR Engineering, Inc.

(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Joseph E. Drimmel, of lawful age and upon my oath state as follows:

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

BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 % WBE

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

- a. Name of M/WBE Firm DuBois
Address 5737 Swope Parkway, Kansas City, MO 64130
Telephone No. 816-333-7700
I.R.S. No. 43-1494206

- b. Name of M/WBE Firm TSi Geotechincal, Inc. (MBE)
 Address 8248 NW 101st Terrace, #5, Kansas City, MO 64153
 Telephone No. 314-276-2623
 I.R.S. No. 43-1535463
- c. Name of M/WBE Firm Parson & Associates
 Address 1518 E. 18th Street, Kansas City, MO 64108
 Telephone No. 816-216-6571
 I.R.S. No. 33-1169076
- d. Name of M/WBE Firm TREKK Design Group LLC (WBE)
 Address 1441 E. 104th Street, Ste. 105
 Telephone No. 816-874-4655
 I.R.S. No. 43-1953275
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
DuBois	Contractor			8%
Parson & Associates	Contractor			7%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ _____ 15 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TSi	Contractor			7.5%
TREKK	Contractor			3%

TOTAL WBE \$ / TOTAL WBE %: \$ _____ 10.5 %

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

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

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than

the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

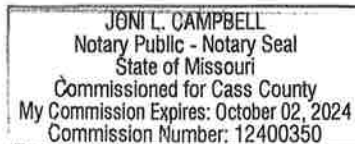
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting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

Bidder/Proposer primary contact: Charles Sievert, PE
Address: 10450 Holmes Rd., Ste. 600
Kansas City, MO 64131
Phone Number: 913-314-0225
Facsimile number: 816-360-2701
E-mail Address: Charles.Sievert@hdrinc.com

By: [Signature]
Title: Sr. Vice President
Date: 5/3/2021
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 3rd day of May, 2021.

My Commission Expires: October 2, 2024 [Signature]
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

Check one:

Original LOI:

Updated LOI:

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Parson & Associates who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Public and stakeholder engagement _____

for an estimated amount of \$ _____ (or 7 % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: Parson & Associates

Full address: 1518 E. 18th Street Kansas City, MO

	Street number and name	City, State and Zip Code
Primary contact: <u>Robert Parson</u>		<u>816-216-6571</u>
	Name	Phone

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

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

[Signature]
Signature: Prime Contractor
Sr. Vice President
Title

Joseph E Drimmel
Print Name
4/8/21
Date

State of Missouri)
County of Jackson)

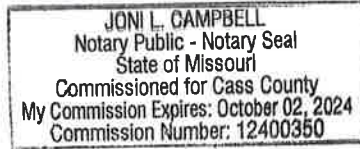
I, Joni L. Campbell, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: October 2, 2024

[Signature]
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: Parson & Associates

[Signature]
Signature: Prime Contractor
Pres. It
Title

Robert "Jason" Parson
Print Name
8 April 21
Date

State of Missouri)
County of Jackson)

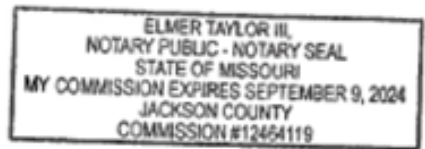
I, _____, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: Sept 09, 2024

[Signature]
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

Check one:

Original LOI:

Updated LOI:

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor DuBois Consultants, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Site Civil, structural

for an estimated amount of \$ _____ (or 8 % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: DuBois Consultants, Inc.

Full address: 5737 Swope Parkway Kansas City, MO 64130

Primary contact: Ajamu K. Webster 816-333-7700

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

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

[Signature]
Signature: Prime Contractor
Sr. Vice President
Title

Joseph E Drimmel
Print Name
4/8/21
Date

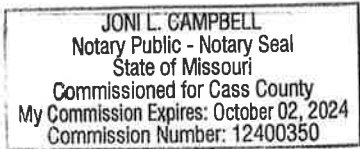
State of Missouri)
County of Jackson)

I, Joni L Campbell, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: October 2, 2024 [Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: DuBois Consultants

[Signature]
Signature: Prime Contractor
PRESIDENT
Title

A. James K. Webster
Print Name
4-8-2021
Date

State of Missouri)
County of Jackson)

I, Lana Talley, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8th, 2021

My Commission Expires: 9/20/2024 [Signature]
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

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

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor TREKK Design Group, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Field Sruvey, Utility coordination, site civil

for an estimated amount of \$ _____ (or 3 % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: TREKK Design Group, LLC

Full address: 1411 E. 104th Street Kansas City, MO 64131

	Street number and name	City, State and Zip Code
Primary contact: <u>Kimberly Robinett</u>		<u>816-874-4655</u>

	Name	Phone
a) This subcontractor is (circle one):	MBE <u>WBE</u> DBE	N/A

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Joseph E Drimmel
Signature: Prime Contractor
Sr. Vice President
Title

Joseph E Drimmel
Print Name
4/8/21
Date

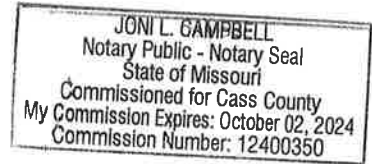
State of Missouri)
County of Jackson)

I, Joni L. Campbell, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: October 2, 2024 *Joni L. Campbell*
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Kimberly Robinett
Signature: Prime Contractor
Managing Partner / CEO
Title

Kimberly Robinett
Print Name
4/8/21
Date

State of Missouri)
County of Jackson)

I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: 4/30/2022 *Linda S Dodson*
Notary Public

STAMP:



LINDA S DODSON
My Commission Expires
June 30, 2022
Jackson County
Commission #14991580



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title _____

Project Location/Number _____

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor _____ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

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

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

[Signature]
Signature: Prime Contractor
Sr. Vice President
Title

Joseph E Drimmel
Print Name
4/8/21
Date

State of Missouri)

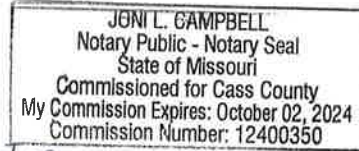
County of Jackson)

I, Jeni L. Campbell, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: October 2, 2024 Jeni L. Campbell
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: TSi Geotechnical, Inc.

[Signature]
Signature: Prime Contractor
President
Title

Morris E. Hervey, Jr.
Print Name
4/8/2021
Date

State of Missouri)

County of ~~Jackson~~ Saint Louis)

I, Morris E. Hervey, Jr., state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of April, 2021

My Commission Expires: 1/2/2022 Jennifer A. Lederman
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Joseph E. Drimmel, acting in my capacity as Sr. Vice President
(Name) *(Position with Firm)*
of HDR Engineering, Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

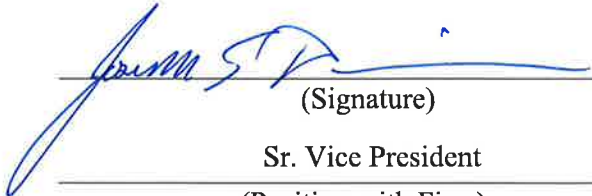
(Check one only)

15 days 75 days 135 days
30 days 90 days 150 days
45 days 105 days 165 days
60 days 120 days 180 days
Other 10 months (Specify)

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

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.


(Signature)

Sr. Vice President
(Position with Firm)

4/8/21
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % MBE	_____ % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

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

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

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

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

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

TO

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

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

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

- ___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- ___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- ___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor) "Company Name"

By: _____
(Authorized Representative) "signature"



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

3. (✓) ___ Prevailing wage does not apply; or

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this ____ day of _____, 20____.

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
)
COUNTY OF Jackson) ss

On this 3rd day of May, 2021, before me appeared
Joseph E. Drimmel, 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
Sr. Vice President (title) of HDR Engineering, 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.

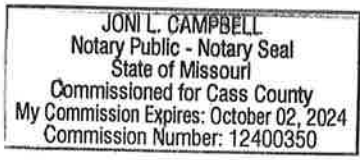
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 3rd day of May, 2021.


Notary Public

My Commission expires: October 2, 2024



ATTACHMENT G

Truth-In-Negotiation Certificate

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

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

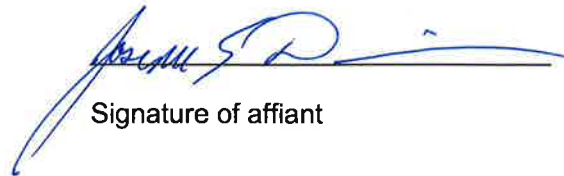
STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, Joseph E. Drimmel, having full authority to act on behalf of HDR Engineering, 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 81000955/1611 Green Infrastructure Project 1-1: Mill Creek Park
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 3rd day of May, 2021 before me, Joni L. Campbell, a Notary Public in and for said state, personally appeared (Joseph E. Drummet), 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.

Joni L. Campbell

Notary Public

My commission expires: October 2, 2024

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

Attachment H

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

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

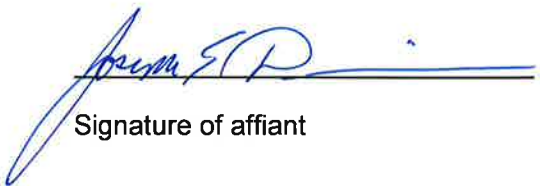
STATE OF MISSOURI)

) ss.

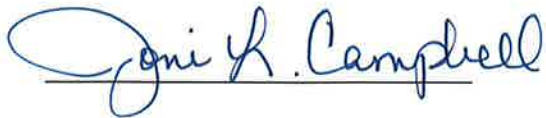
COUNTY OF JACKSON)

I, Joseph E. Drimmel, having full authority to act on behalf of HDR Engineering, Inc., do solemnly swear under oath to the following:

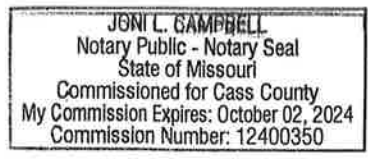
I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location:
<https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. I further certify that the Consent Decree, along with appendices, 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 3rd day of May, 2021 before me, Joni L. Campbell, a Notary Public in and for said state, personally appeared (Joseph E. Drimmel), 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: October 2, 2024



ATTACHMENT I

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Parson & Associates</u> Email: _____	Address: <u>1518 E. 18th Street, Kansas City, MO, 64153</u> Phone: <u>816-216-6571</u> Fax: _____
2.	Name: <u>TSi Geotechnical, Inc.</u> Email: _____	Address: <u>8248 NW 101st Terrace #5, Kansas City, MO 64153</u> Phone: <u>816-599-795</u> Fax: _____
3.	Name: <u>DuBois Consultants, Inc.</u> Email: _____	Address: <u>5737 Swope Parkway, Kansas City, MO 64130</u> Phone: <u>816-333-7700</u> Fax: _____
4.	Name: <u>TREKK Design Group, LLC</u> Email: _____	Address: <u>1411 E. 104th Street, Kansas City, MO 64131</u> Phone: <u>816-874-4655</u> 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: HDR Engineering, Inc.
 Submitted By: Joseph E. Drimmel
 Title: Senior Vice President
 Telephone No.: 816-360-2700
 Fax No.: 816-360-2701
 E-mail: Joseph.Drimmel@hdrinco.com
 Date: 5/3/2021

ATTACHMENT J



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number 81000955
Contract Number 1611
Project Title Green Infrastructure Project 101: Mill Creek Park

Final Payment

Application Number: _____ Date: _____
 Ordinance Number: _____ Ordinance Date: _____
 City PO Number: _____

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

- Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a **photocopy** of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
- 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**).
- 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**).
- 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. 1611 PROJECT NO. 81000955
PROJECT TITLE – GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on June 22, 2021, as follows:

WHEREAS, City has previously entered into a contract dated June 22, 2021 in the amount of \$750,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$75,000.00, to amend the total contract amount to \$825,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 1, City and Design Professional agree as follows:

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

A. Add the following section(s):

- a. Attachment A1 – Additional Scope of Services, attached herein;
- b. Attachment C1 – Fee Estimate, attached herein;
- c. 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. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4 and replace with the following Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$825,000.00 as follows:

1. \$583,619.00 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**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$241,381.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

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


Sec. 4. Effectiveness; Date. This amendment will become effective when the City’s Director of Finance has signed it. The date this amendment is signed by the City’s Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

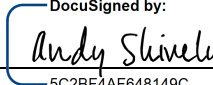
I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: Mar 24, 2023


By: 
Cory Imhoff
Title: Sr. Vice President

KANSAS CITY, MISSOURI

Date: 4/17/2023

By: 
Name: Andy Shively, P.E.
Title: Deputy Director

Approved as to form:


Assistant City Attorney

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

 5/3/2023
Director of Finance (Date)

Attachment A1

Scope of Services for Amendment No. 1

Task 507: Lighting Design

Review previous Mill Creek Park Lighting Master Plan prepared by others. Assess lighting needs to address safety and security standards for park and trail pedestrian areas. Design lighting system for new pedestrian areas of the green infrastructure project. Provide lighting designs and fixture selections to Mill Creek Park Association and KC Parks for review. Coordinate with Evergy to determine sufficiency of existing power feed to the park. Provide final construction plans for Park lighting.

Task 508: ADA Ramp Improvements at 43rd Street and Mill Creek Parkway

Design improvements to the ADA ramps and sidewalks on the southeast and southwest corners of the intersection which are currently not to standard. Extend the design of the north plaza area of the green infrastructure project to the sidewalks and ADA ramp on the southeast corner. Coordinate design with KC Public Works.

Task 509: Update Green Infrastructure Layout to Accommodate Surface Stormwater Flows in Mill Creek Parkway

Stormwater modeling showed that the original layout was reducing the surface area for stormwater flows along Mill Creek Pkwy and through the park. Revise green infrastructure footprint to narrow and lengthen to accommodate the simulated 100-year overland flows from this area. Perform civil and structural design changes necessary to accommodate the simulated stormwater flows.



Green Infrastructure Project 1-1: Mill Creek Park - Attachment C-1

Fee Estimate

Staff Name	Sievert, C	Sandbothe, A	Healan, R	Cottini, A	Zaman, S	Bryant, W	Dove, E	Keyhill, P			
Rate Schedule Code	Sr. Project Manager	Project Engineer	Project Engineer	Project Engineer	EIT	Sr. Project Engineer	Sr. Project Engineer	Sr. CAD/GIS Technician			
Project Role	PM	Civil	Landscape Arch	Electrical	Landscape CAD	Landscape Arch	Civil	CAD			
Billing Rate	\$300.96	\$159.63	\$178.60	\$198.06	\$99.83	\$244.66	\$240.46	\$134.76	HDR Expenses	Subconsultant	
TASKS											
A. Task 1 - Mill Creek Optional Services											
1 Lighting	2	16	16	28	16	12	4	16		\$0	\$19,210
2 ADA Ramp Improvements	2	16	24	28	0	12	24	24			\$24,929
3 Additional Storm Water Flows	2	24	0		30	18	12	16		\$14,000	\$30,849
Subtotal Hours	6	56	40	56	46	42	40	56			
Subtotal Dollars	\$1,806	\$8,939	\$7,144	\$11,091	\$4,567	\$10,276	\$9,619	\$7,547	\$0	\$14,000	\$74,989
Total Task 1											\$74,989
Total Hours	6	56	40	56	46	42	40	56			342
Total Billing Amount	\$1,806	\$8,939	\$7,144	\$11,091	\$4,567	\$10,276	\$9,619	\$7,547	\$0	\$14,000	\$74,989

Estimated Project F \$74,989

Amendment Total (Rounded) \$75,000.00

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 1611 PROJECT NO. 81000955

PROJECT TITLE - GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on June 22, 2021, as follows:

WHEREAS, City has previously entered into a contract dated June 22, 2021 in the amount of \$750,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$75,000.00 to amend the total contract amount to \$825,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$751,978.00, to amend the total contract amount to \$1,576,978.00; and

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

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

A. Add the following section(s):

- a. Attachment A2 – Design Phase and Value Engineer Scope of Services, attached herein;
- b. Attachment C2 – Engineering Fee Summary and Schedule of Position Classifications, attached herein;
- c. Part II, Standard Terms and Conditions, CREO Contract Assurances Addendum Rev. 2.2023, attached herein.

B. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4 and replace with the following Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,576,978.00 as follows:

1. \$1,110,615.00 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 C2**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$366,363.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$100,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

- b. Delete Part II Standard Terms and Conditions, and replace with the following Part II Standard Terms and Conditions, attached herein.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when the City’s Director of Finance has signed it. The date this amendment is signed by the City’s Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director
KC Water Services

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

ATTACHMENT A2

DESIGN PHASE AND VALUE ENGINEER SCOPE OF SERVICES

DESIGN PROFESSIONAL: HDR

OWNER: CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

PROJECT: GREEN INFRASTRUCTURE: MILL CREEK PARK
(MCP)

WSD CONTRACT NO: AMENDMENT NO. 2 TO CONTRACT NO. 1611

WSD PROJECT NO: 81000955

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate construction of new green infrastructure facilities, construction of new storm and combined sewers, and relocation of a 42-inch diameter water transmission main located in the Brush Creek basin in Kansas CITY, Jackson County, Missouri.

- A. The Project. The Water Services Department (WSD) of the CITY of Kansas CITY (CITY), Missouri, intends to construct a stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway.
- B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the CITY of Kansas CITY, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL.
- C. DESIGN PROFESSIONAL Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the project. Under this Amendment No. 2, the CITY is contracting with DESIGN PROFESSIONAL to provide Construction Phase Services for the project.

- D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Design Phase Services

1. Task Series 100, 300, 400, and 500

Bid Phase Services

2. Task Series 600

Value Engineering Services

3. Task Series 700

- E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly include any additional responsibilities or duties upon DESIGN PROFESSIONAL.
- F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- G. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other CITY Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY and the CONTRACTOR:
1. Task Series 500. Task Series - COMPLETED.
 2. Task Series 600. DESIGN PROFESSIONAL shall complete additional service associated with Task Series 600 within 60 calendar days after issuance of Notice to Proceed for this Task by CITY.
 3. Task Series 700. DESIGN PROFESSIONAL shall complete additional services associated with Task Series 700 within 24 calendar days after issuance of Notice to Proceed for this Task by CITY.

4. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

III. BASIC SCOPE OF SERVICES FOR ADDITIONAL DESIGN, BID, AND CONSTRUCTION PHASE SERVICES

The following additional services were performed above and beyond the original scope of services during the design phase of the project:

DESIGN PHASE SERVICES

TASK SERIES 100-PROJECT MANAGEMENT AND ADMINISTRATION

1. Participated in additional project management services for 12-months beyond the original project schedule.

TASK SERIES 300 – PUBLIC AND STAKEHOLDER ENGAGEMENT

1. Coordinated on-site lighting design with Mill Creek Park Association (MCPA).
2. Coordinated intersection improvements at 43rd and Mill Creek Parkway with Public Works Department.
3. Coordinated with MCPA and Parks Department regarding necessary plantings to elevate MCPA's arboretum status.
4. Coordinated with Parks Department and MCPA regarding future plans for playground equipment to be added to site in the future.

TASK SERIES 400-FIELD INVESTIGATIONS, DATA REVIEW AND DESIGN REPORT

1. Coordinated and installed a temporary groundwater monitoring well to replace existing well damaged by CITY contractor during CIPP of existing brick sewer.
2. DESIGN PROFESSIONAL reviewed geotechnical design of CIPP liner in the brick combined sewer which was lined by the CITY after DESIGN PROFESSIONAL was under contract. DESIGN PROFESSIONAL reviewed geotechnical design for thrust blocks added to the water transmission main realignment after 60% design was complete. Also review loading of thrust blocks against brick combined sewer.
3. DESIGN PROFESSIONAL met on-site with Parks Department arborist to gain approval of necessary tree trimming and removals.

TASK SERIES 500 - DESIGN

1. DESIGN PROFESSIONAL provided detailed design of 42-inch diameter water transmission main including tie-ins to existing PCCP water main, thrust restraints and

fittings. Multiple alignment adjustments required to avoid key park monuments and features, minimize impacts to trees and maintain separation from existing sewers.

2. DESIGN PROFESSIONAL performed redesign various elements of the green infrastructure layout to accommodate the 42-inch water main alignment.
3. DESIGN PROFESSIONAL verified actual loadings on the CIPP lined brick sewer from green infrastructure footings did not exceed the assumed loadings used by the City's Contractor when lining the brick sewer after DESIGN PROFESSIONAL was under contract but prior to 30% design. DESIGN PROFESSIONAL designed thrust blocks and straddle blocks for the water transmission main relocation when those requirements were added after 60% design. Proximity of the thrust/straddle block to the brick sewer required additional design loadings calculations.
4. DESIGN PROFESSIONAL revised design to extend the north end of the green infrastructure plaza area to the intersection of 43rd Street and Mill Creek Pkwy and provide for ADA curb ramp and pedestrian crosswalk improvements at the southeast corner of the intersection.
5. DESIGN PROFESSIONAL provided re-design of the northern plaza area to stop short of the 43rd and Mill Creek Pkwy intersection bus stop to reduce costs of traffic signal improvements required by Public Works due to pedestrian crosswalk improvements.
6. DESIGN PROFESSIONAL designed green infrastructure lighting system and coordinate electrical connections with Evergy to existing park lighting circuits.
7. DESIGN PROFESSIONAL provided color renderings of the final layout and design.
8. DESIGN PROFESSIONAL provided final GIS database that includes tributary drainage areas characterized by receiving system, sewer separation piping and design parameters, and green infrastructure footprints and design parameters. Database template will be provided by CITY.
9. DESIGN PROFESSIONAL will work with CITY to modify the current LUMP SUM bid form to more of a unit price bid. This effort will in conjunction with the development of the Engineers Opinion of Probable Construction Cost, with various elements broken out that could be funded by the Parks Department.

The following additional services shall be performed:

TASK SERIES 600 – BID PHASE SERVICES

1. DESIGN PROFESSIONAL shall assist the CITY in facilitating a pre-bid meeting and evaluating received bids to provide recommendation on lowest and qualified bid. DESIGN PROFESSIONAL shall prepare for the pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. In coordination with CITY Project manager, DESIGN PROFESSIONAL shall prepare for the pre-bid

meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL shall prepare an agenda and facilitate the meeting with assistance from CITY.

TASK SERIES 700 – VALUE ENGINEERING

1. DESIGN PROFESSIONAL shall assist the CITY with a value engineering screening of amenities currently included in the PROJECT that do not directly contribute to the main project goal of combined sewer overflow (CSO) reduction. DESIGN PROFESSIONAL shall identify and evaluate the removal of up to six (6) amenities anticipated to provide the largest cost savings. These amenities could include but are not limited to; the Plaza Area, lighting, seating area inside of Basins, walking trail surface material, designated playground area, irrigation system.
2. DESIGN PROFESSIONAL shall evaluate the potential project performance impacts, and potential cost savings of removing Basin 4. Also evaluate reducing footprint of basins so not impacting the water transmission main. Coordinate with Optic RTC through their contract with the City. DESIGN PROFESSIONAL will provide basin characteristics to Opti RTC and they will be responsible for determining the impacts of RTC.
3. DESIGN PROFESSIONAL shall evaluate relocating existing combined sewer to the west, shifting all basins to the west, so that water main can be left in place and not impacted.
4. DESIGN PROFESSIONAL shall use select Plan Sheets, for example, Overall Grading Plan, Layout and Staking Overall Plan, others, from BID documents to identify value engineering items evaluated and potential cost savings of each item. It is anticipated all value engineering items can be summarized on no more than three (3) Plan Sheets.
5. DESIGN PROFESSIONAL shall meet one (1) time with the City to discuss the outcome of the value engineering screening.

DELIVERABLES

1. DESIGN PROFESSIONAL deliverable will be a WORD document (Draft) and .pdf format (Final) for the Value Engineering Report, and supplemented with Bluebeam or similar .pdf format edits of Plans Sheets.

ALLOWANCE

1. Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will draw from this Allowance. DESIGN PROFESSIONAL shall prepare a scope and fee for any out of scope work requested by the CITY.

ASSUMPTIONS

1. DESIGN PROFESSIONAL shall not proceed with any redesign without CITY approval by Amendment.

2. DESIGN PROFESSIONAL shall prepare a scope, fee, and schedule for any out of scope work requested by CITY.
3. DESIGN PROFESSIONAL shall at the conclusion of Task Series 100 – 700, prepare and submit an Amendment for Construction Phase Services.



City of Kansas City, MO
KCMO Mill Creek - Amendment 2
Fee Estimate Updated 4/12/2023

Attachment C2 - Engineering Fee Summary and Schedule of Position Classifications

Staff Name	Sievert, C	Dove, E	Bryant, W	Crowley, L	Zaman, S	Healan, R	Sandbothe, A	Wiseman, D	Adams-Weber, J	Cottini, A	Hardee, R	Abdullah, Z	Leonard, R	Keyhill, P	Rabatin, B	Campbell, J	Davies, A	Witte, N	West	Total HDR Hours	HDR Expenses	DuBois	TREKK	Total				
	Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Sr. Project Engineer	EIT	Project Engineer	Project Engineer	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	Sr. Civil Engineer	EIT	Sr. CAD/GIS Technician	Sr. CAD/GIS Technician	Project Engineer	Accountant/Project Controls	Accountant/Project Controls	Project Engineer						Senior Project Engineer			
2023 Billing Rate	\$301	\$250	\$245	\$211	\$102	\$186	\$160	\$282	\$275	\$198	\$199	\$0	\$144	\$135	\$170	\$121	\$122	\$182	\$219									
2023/2024 Billing Rate	\$310	\$261	\$256	\$226	\$107	\$202	\$167	\$296	\$308	\$207	\$211	\$117	\$150	\$140	\$179	\$161	\$135	\$193	\$0									
TASKS																												
Design Services Through Sept '23																												
100 Task 100																								\$0				
1 Project Administration / Management	24	12	12				12									20	20							100	\$19,937			
300 Task 300																								0	\$0			
Meetings with WSD, Mill Creek Park Assoc, and Parks Dept	16	8	16				4		16	16														76	\$18,939			
400 Task 400																								0	\$0			
Install Groundwater Monitoring Well	1	2		2			4																	9	\$1,862			
Tree Assessments	1		4			4																		9	\$2,023			
Review loading factors on CIPP sewer liner	2	2						2																6	\$1,666			
500 Task 500																								0	\$0			
42" Transmission Main Relocation	8	48	24			24	64	32			48		64	64	8									384	\$102,855			
ADA Items at 43rd & Mill Creek Parkway	8	48	48		36	48	16						64	64	8								40	380	\$69,297			
Water Meter and Electric Meter	4						16			24									12					56	\$10,700			
Additional Stormwater Flow into Basins and Swale	8	48	24	8	36	36	36	24			24		80	80	8								36	448	\$93,203			
Renderings					40									80										120	\$14,878			
Subtotal Hours	72	168	128	10	112	112	152	58	16	40	72	0	208	288	24	20	20	12	76					1588				
Subtotal Dollars	\$21,669	\$42,017	\$31,316	\$2,111	\$11,471	\$20,803	\$24,264	\$16,338	\$4,400	\$7,922	\$14,337	\$0	\$29,985	\$38,811	\$4,086	\$2,429	\$2,432	\$2,189	\$16,665					\$112	\$42,000	\$0	\$335,358	
Total Task																												
Design Services Oct '23 - Apr '24																												
Task 100 Project Management and Administration - Add'l Services thru Mar '24																												
1 Project Administration / Management	12															8	12							32	\$6,621			
Subtotal Hours	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	12	0	0					32				
Subtotal Dollars	\$3,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,286	\$1,615	\$0	\$0					\$0	\$0	\$0	\$6,621	
Total Task 100																												
Task 300 Public and Stakeholder Engagement																												
1 Meetings with WSD, Mill Creek Park Assoc, and Parks Dept	16	24	16				4		16	16														92	\$24,240			
Subtotal Hours	16	24	16	0	0	0	4	0	16	16	0	0	0	0	0	0	0	0	0	0	0	0	0	92				
Subtotal Dollars	\$4,960	\$6,273	\$4,091	\$0	\$0	\$0	\$667	\$0	\$4,929	\$3,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,240	
Total Task 300																												
Task 400 Field Investigations, Data Review and Design Report																												
1 Tree Assessments	2		8				4																	14	\$3,472			
2 Review loading factors on CIPP sewer liner, Thrust Blocks on Water Main & loading against Sewer	4	12					4					16												36	\$30,554			
Subtotal Hours	6	12	8	0	0	0	8	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	50				
Subtotal Dollars	\$1,860	\$3,137	\$2,046	\$0	\$0	\$0	\$1,613	\$0	\$0	\$0	\$0	\$1,871	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500	\$34,026	
Total Task 400																												
Task 500 Design (30%, 60%, 90% & 100%)																												
1 42" Transmission Main Relocation	16	64					24					32	74	74										284	\$95,773			
2 ADA Items at 43rd & Mill Creek Parkway	2	4	12		24									12										54	\$8,977			
3 Water Meter and Electric Meter	4	8					8							4					24					48	\$9,864			
4 Additional Stormwater Flow into Basins and Swale	8	48	24	8	36		8			8			16	44										200	\$45,196			
5 Value Engineering on Brick Sewer Protection / Thrust Block loading on Brick Sewer	8	24						12				24		48										116	\$28,696			
6 Bid Form modification and opinion of probable construction cost	8	16					8							8					8					40	\$10,575			
Subtotal Hours	46	164	36	8	60	0	40	20	0	0	8	56	90	182	0	0	0	32	0					742				
Subtotal Dollars	\$14,259	\$42,866	\$9,205	\$1,810	\$6,422	\$0	\$6,673	\$5,916	\$0	\$0	\$1,689	\$6,549	\$13,494	\$25,390	\$0	\$0	\$0	\$6,187	\$0	\$120	\$58,500	\$0	\$0	\$120	\$58,500	\$0	\$199,081	
Total Task 500																												
Task 600 Bid Phase Services																												
1 Bid Phase Services	8	16					8	8																40	\$250			
Subtotal Hours	8	16	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40				
Subtotal Dollars	\$2,480	\$4,182	\$0	\$0	\$0	\$0	\$1,335	\$2,366	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$10,613
Total Task 600																												
Task 700 Value Engineering																												
1 Value Engineering Screening (up to six (6) items)	12	24						12																56	\$15,089			
2 Evaluate removal of Basin 4	2	16						4																22	\$5,985			
3 Evaluate relocating combined sewer and shifting basins to the west so water main isn't impacted	4	16	8		8			4					4						2					46	\$10,493			
4 Prepare VE Report and associated revised Plan Sheets (up to 3 sheets)	4	8						2					16						2					32	\$7,208			
5 Conduct VE Screening review meeting with CITY	4	4						2											2					12	\$3,264			
Subtotal Hours	26	68	8	0	8	0	0	24	0	0	0	0	20	0	0	0	0	14	0					168				
Subtotal Dollars	\$8,060	\$17,774	\$2,046	\$0	\$856	\$0	\$0	\$7,099	\$0	\$0	\$0	\$0	\$2,999	\$0	\$0	\$0	\$0	\$2,707	\$0	\$500	\$0	\$0	\$0	\$0	\$500	\$0	\$42,040	
Total Task 700																												
Task V ALLOWANCE																												
1 Allowance																								0	\$100,000			
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Subtotal Dollars	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000		
Total Task V																												
Total Hours																												
	186	452	196	18	180	120	204	110	32	56	80	72	318	470	24	28	32	58	76					2,712				
Total Billing Amount	\$57,008	\$116,248	\$48,704	\$3,921	\$18,750	\$22,416	\$32,939	\$31,719	\$9,329	\$11,242	\$16,025	\$8,420	\$46,478	\$64,201	\$4,086	\$3,715	\$4,047	\$11,083	\$16,665	\$982	\$124,000	\$0	\$0	\$0	\$751,978			

Base Project Fee = \$651,978
Allowance = \$100,000
Total Amendment 3 = \$751,978

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor 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, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor 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. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3
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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor 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, cancelled or suspended, in whole or in part, and Contractor 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.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in Employment.

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

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

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

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

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