

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000989 / CONTRACT NO. 1655
FOR ANNUAL SEWER REHABILITATION: FORCE MAIN
WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and _____ ("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: engineering services are required for selection of appropriate assessment technologies for force mains and related appurtenances; performing force main assessments; providing recommendations for replacement, rehabilitation solutions, and/or additional assessments; developing basis of design memorandums; performing design services and development of construction contract documents(on case-by-case basis); developing contracting packages for subsequent procurement of design-build contracts; and providing construction phase services including Resident Project Representative responsibilities.

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 \$ _____, as follows:

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

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

D. Matt Bond, P.E.

Deputy Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0168

Facsimile: (816) 513-0226

E-mail address: matt.bond@kcmo.org

Design Professional:

Firm Name

Contact:

Address: _____

Phone: (____) ____ - ____ Facsimile: (____) ____ - ____

E-mail address:

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

Attachment A – Preliminary 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

00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver

00450.01: Letter of Intent to Subcontract

00460 HRD Form 10: Timetable for MBE/WBE Utilization

00470 HRD Form 11: Request for Modification or Substitution

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Attachment H – 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 G**.

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

Sec. 12. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

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.

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 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 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_1185221678150.shtm. For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section.

Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 24. Quality Services Assurance Act.

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 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. 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
See Exhibit B

SCOPE OF SERVICES

EXHIBIT B
SCOPE OF SERVICES
(PRELIMINARY)

Design Professional: TBD

Owner: City of Kansas City, Missouri

Project: Annual Sewer Rehabilitation: Force Mains

City Contract No: 1655

City Project No: 81000989

I. GENERAL

The following paragraphs provide a general description of the Work required of this preliminary Scope of Services which will be refined prior to contracting. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the implementation of city-wide rehabilitation recommendations for combined and sanitary sewer force mains in the City of Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri through the Water Services Department (WSD), also referred to as KC Water, intends to proactively address the needs for improving the condition of force mains in the sanitary and combined sewer systems city-wide. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Background Information. The CITY is undertaking this Project to evaluate and select appropriate assessment and/or rehabilitation methods and techniques for force mains and related appurtenances and to develop the necessary contract documents for identified projects as part of the Smart Sewer Program. The total estimated linear footage of force mains within the separate and combined sewer systems is approximately 350,000 linear feet but is subject to change pending additional field investigations, system of records review, and decommissioning of pump station facilities.

Critical project success factors are:

1. Engaging proven industry experts in force main assessment; rehabilitation recommendations and design, and project delivery.
2. Identifying suitable assessment methods and rehabilitation approaches with consideration for access, appurtenances, and hydraulics.
3. Defining criteria for asset prioritization for rehabilitation and/or replacement.
4. Determining funding needs for immediate and short-term rehabilitation/replacement to manage the risk of failure.

5. Selecting proven design/construction delivery methods based on varying project circumstances
- C. 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.
- E. Responsibilities of CITY and 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.
 3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the project.
- D. General Description of Activities. The Scope of Services to be performed by DESIGN PROFESSIONAL consists of:
1. Selection of appropriate assessment technologies for force mains
 2. Performance of force main assessments
 3. Recommendations for replacement, rehabilitation, and/or additional assessments
 4. Development of Basis of Design Memorandum (BDM) to implement each of the force main assessment and rehabilitation improvements requested by CITY
 5. Detailed design services and development of construction contract documents for solicitation of construction bids (on a case-by-case basis)
 6. Development of contracting packages for procurement of design-build contracts to implement force main rehabilitation and/or replacement improvements requested by CITY (on a case-by-case basis)
 7. Bid phase services/Construction phase administration and field support services, including resident project representative services (on a case-by-case basis)
- E. Task Series Listing. The Scope of Services and Optional Services organized under the following task series.
1. Scope of Services
 - a. Task Series 100 - Project Management and Administration

- b. Task Series 200 - Force Main Assessments
 - c. Task Series 300 – Review of Field Data Evaluations and Recommendations for Next Steps
 - d. Task Series 400 - Construction Contract Documents Development
 - e. Task Series 500 - Bid Phase Services
 - f. Task Series 600 - Construction Phase Services
- F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- G. Capital or Annual Cost Opinions. All opinions of probable construction cost developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual Project cost will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL shall be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete Task Series 200, and 300 within 365 calendar days following notice to proceed (NTP). DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. Prior to commencing work on Task Series 400, 500, and 600 the DESIGN PROFESSIONAL will develop task specific scope, fee and schedule for review by the CITY. A task order will be issued as mutually agreed upon by CITY and DESIGN PROFESSIONAL to implement force main rehabilitation improvements selected by CITY.
- C. The CITY hereby commits to review deliverables and provide comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a twenty-one (21) calendar day period.

III. SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN

PROFESSIONAL under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the Project to successfully manage and complete the Work, including Project correspondence and consultation with CITY; supervision and coordination of services, including those performed by DESIGN PROFESSIONAL's subconsultants; implementation of Work Plan; scheduling and assignment of personnel resources; continuous monitoring of Work progress; and maintenance of Project controls. Prepare a scope of work, budget, schedule and contract agreement for each DESIGN PROFESSIONAL subconsultant and effectively monitor the timely performance of subconsultant's services and review their work products for acceptance prior to submittal to CITY.

Task 102 Monthly Invoice, Project Status Report, and Project Schedule

1. Monthly Invoice. Prepare and submit invoices to the CITY monthly on a form acceptable to the CITY. Each invoice by the DESIGN PROFESSIONAL and Subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY.

The monthly invoice submittal shall include a monthly Project Status Report and approved Project Schedule. A compiled submittal in portable document format (PDF) of the monthly invoice, Project Status Report, and Project Schedule shall be uploaded to the CITY's document management system.

2. Project Status Report. The CITY will provide a template for the Project Status Report. The monthly Project Status Report shall identify Work performed by the DESIGN PROFESSIONAL, the Work anticipated to be performed the next month, action items required by CITY, potential variances to the Scope of Services with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet project milestones and Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals, including identification of any delays beyond its control, an estimate of Work percent completion for each task series in the Scope of Services based on the Work completed, and the earned value of the completed Work for each task series in the Basic Scope of Services.
3. Project Schedule. The Project Schedule shall be updated to reflect the monthly progress reported in the Project Status Report. A short narrative shall be provided to describe the Work activity performed for each task within each task series, explaining schedule impacts, if any. Project schedule shall be produced in Primavera (P6 or later version) or Microsoft Project.

- a. If schedule is produced in Primavera the layout shall include the following, in order: Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
- b. If schedule is produced in Microsoft Project the layout shall include the following, in order: Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Total Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
- c. Project Schedule shall be submitted in an E-Builder Design Schedule Review (DSR) Process, on a monthly basis, by the last Monday of each month. DESIGN PROFESSIONAL shall include the approved Project Schedule with the monthly invoice submittal.
- d. If the Project Schedule falls behind contractual dates, DESIGN PROFESSIONAL shall confirm the cause(s) for schedule slippage and submit a proposed recovery schedule and plan to the CITY for approval.

Task 103 Quality Control

DESIGN PROFESSIONAL's Quality Assurance/Quality Control (QA/QC) Program shall be implemented on all phases of the Project to provide an independent review of the Work. Quality Control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to requirements of the Contract Documents.

Task 104 Project Kickoff Meeting

After receipt of NTP, DESIGN PROFESSIONAL shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish Project goals, lines of communication, procedures, the proposed Work Plan, and other logistics of Project execution, including anticipated Project Schedule and content of subsequent monthly progress meetings. DESIGN PROFESSIONAL shall prepare and submit an agenda to the CITY prior to the Project Kickoff Meeting, and prepare and distribute Project Kickoff Meeting minutes via the CITY's document management system within seven (7) calendar days after the meeting date.

Task 105 Work Plan

1. Work Plan Format. Prepare a written 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 shall at a minimum include the following:
 - a. Summary of dedicated key team members roles, responsibilities, and contact information, including all field crew leaders.
 - b. Execution plan for delivering Project tasks within scope of services.

- c. Project Schedule
 - d. List of Project activities requiring special coordination with CITY, and/or adjacent projects.
2. Deliverables.
 - a. Draft Work Plan. Prepare and submit a draft Work Plan in PDF within twenty-one (21) calendar days of the notice to proceed to the CITY's document management system.
 - b. Revised Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments. This revised Work Plan shall be submitted to the CITY within fourteen (14) calendar days of receipt of CITY's comments on draft Work Plan. DESIGN PROFESSIONAL shall submit the Technical Memorandum in PDF to the CITY's document management system. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY upon request.

Task 106 Monthly Progress Meetings

Participate in monthly progress meetings with CITY representatives to provide updates on Work progress, budget and schedule status, current issues, potential variances to the Scope of Services. Anticipated future activities and CITY action items shall be discussed. DESIGN PROFESSIONAL shall prepare and submit an agenda to the CITY prior to each progress meeting and prepare and submit progress meeting minutes within seven (7) calendar days after the meeting date via CITY's document management system.

TASK SERIES 200 - FORCE MAIN ASSESSMENTS

Task 201 Assessment Technology Recommendations

1. CITY will provide DESIGN PROFESSIONAL with a prioritized list of force mains for evaluation. DESIGN PROFESSIONAL shall review geographic information system (GIS) data, provided by the CITY, on the force main segments prioritized for assessment, perform site verification inspections to determine the suitability of technology based on access or other location specific restrictions and provide recommendations for force main assessment technologies.
2. Deliverable. DESIGN PROFESSIONAL shall submit a draft memorandum summarizing the recommended assessment technology, basis for assessment technology selection, and preliminary costs to perform the field assessments (Task 203) to the CITY's document management system.

Task 202 Assessment Recommendation Workshop

1. Arrange and facilitate a 2-hour Assessment Recommendation Workshop with the CITY to present DESIGN PROFESSIONAL's assessment recommendations (Task 201) and solicit feedback from CITY. DESIGN PROFESSIONAL shall prepare workshop meeting minutes and submit to CITY within seven (7) days after the workshop via CITY's document management system.

2. Deliverable. DESIGN PROFESSIONAL shall finalize the memorandum developed for Task 201 incorporating feedback received from CITY at Assessment Recommendation Workshop, describing final assessment recommendations, fee and schedule to perform assessments. Submit memorandum to the CITY's document management system.

Task 203 Field Assessment Data Collection

1. DESIGN PROFESSIONAL shall perform assessments on the force main segments prioritized based on assessment technologies recommended by the DESIGN PROFESSIONAL (Task 201) and presented to the CITY (Task 202) as agreed upon by the CITY.
2. Deliverable. DESIGN PROFESSIONAL shall submit field assessment data to the CITY's document management system in a file format acceptable to the CITY.

TASK SERIES 300 - REVIEW OF FIELD ASSESSMENT DATA AND RECOMMENDATIONS FOR NEXT STEPS

Task 301 Assessment Data Review, Recommended Next Steps, and OPCC

1. Assessment Data Review and Next Steps. Review force main assessment data collected in Task 203. Provide recommendations for next steps, which may include, but not be limited to one or a combination of the following:
 - a. Rehabilitation
 - b. Replacement
 - c. Additional Assessment
 - d. No Near-Term Action
2. Replacement/Rehabilitation Method Recommendations. Provide rehabilitation and/or replacement methods and reasoning why for force main assets identified for rehabilitation/replacement.
3. Opinion of Probable Construction Cost. Provide planning level opinion of probable construction cost (OPCC) for assets identified for rehabilitation or replacement. Assign an OPCC to force mains and access points/air release valves. The OPCC shall be determined using replacement/rehabilitation unit cost data developed by DESIGN PROFESSIONAL. The OPCC shall be a Class 4 estimate per AACE International Recommended Practice No. 18R-97, latest version.
4. Project Delivery Recommendations. Provide recommendations for project delivery method to complete recommended rehabilitation and/or replacement. Project delivery methods to be considered, but not be limited to the following:
 - a. Design-Bid-Build Project Delivery Methodology
 - b. Design-Build Project Delivery Methodology

5. Deliverable. DESIGN PROFESSIONAL shall submit a draft memorandum summarizing the force mains evaluation, next steps, rehabilitation and/or replacement method and reasoning, opinion of probable costs, recommended project delivery method and associated figures depicting the recommendations. DESIGN PROFESSIONAL shall also submit a tabular list of recommendations in .xlsx file format to CITY via CITY's document management system. The list shall include, but not be limited to, the following:
 - a. Pipe Segment Reference
 - b. Next Step:
 - Rehabilitation
 - Replacement
 - Additional Assessment
 - No Near-Term Action
 - c. Method (For assets in which no rehabilitation, replacement, or additional assessment is recommended, provide recommendation as to when next assessment should occur in years)
 - d. Next Step Reason
 - e. Opinion of Probable Construction Cost (Additional Assessment Cost)
 - f. Project Delivery Method (For assets in which Additional Assessment or No Near-Term Action is recommended, assign value of "Not Applicable")

Task 302 Next Steps Workshop

1. Arrange and facilitate a 2-hour Next Steps Workshop with the CITY to present DESIGN PROFESSIONAL's recommendations for next steps (Task 301). DESIGN PROFESSIONAL shall prepare Workshop meeting minutes and submit to CITY within seven (7) days after the Workshop via CITY's document management system.
2. Deliverable. DESIGN PROFESSIONAL shall finalize the memorandum developed for Task 301 incorporating feedback received from CITY at the Next Steps Workshop and submit to the CITY's document management system.

Prior to commencing work on Task Series 400, 500, and 600 the DESIGN PROFESSIONAL will develop a task specific scope and fee for review by the CITY. A task order will be issued as mutually agreed upon by CITY and DESIGN PROFESSIONAL to implement force main rehabilitation improvements selected by CITY. Future tasks are anticipated to be similar to the following:

TASK SERIES 400 - CONSTRUCTION CONTRACT DOCUMENTS DEVELOPMENT

DESIGN PROFESSIONAL shall provide design services and prepare construction contract documents for design-bid-build project delivery method and/or prepare procurement package

for design-build project delivery method as requested by CITY for force main replacement/rehabilitation improvements within each project area.

Task 401 Conceptual Engineering Report (CER) Development

As requested by CITY for select assets identified in Task Series 300, DESIGN PROFESSIONAL shall proceed with development of a Conceptual Engineering Report for the CITY selected assets. The CER shall include, but not be limited to the following: project definition and approach, data sources needed and available, summary of existing conditions, evaluation of rehabilitation and repair alternatives with cost estimates, evaluation of contract delivery methods, key stakeholders, easement/access requirements, definition of project risks and critical success factors, project schedule and conceptual drawings utilizing the CITY's Geospatial Information System (GIS). DESIGN PROFESSIONAL shall deliver one draft submittal and one final submittal incorporating CITY review comments.

Task 402 Construction Contract Documents for Design-Build Project Delivery

Following completion of the CER and at the CITY's request DESIGN PROFESSIONAL shall develop the Design-Build Project Manual and Drawings (if applicable) as required to solicit bids from Design-Builders.

1. Drawings. Drawings shall be generated from the CITY's Geospatial Information System (GIS) data and shall include, at a minimum, the following:
 - a. CITY orthophoto
 - b. Street names
 - c. Parcel boundaries
 - d. Unique asset identifiers for access points (manholes/vaults and air release valves)
 - e. Identification of access points and force mains to be rehabilitated
 - f. Plans, sections, and profiles available and necessary for bidding, design and construction
2. Project Manual. Prepare a Project Manual for soliciting bids from Design-Builders for completing the design and construction for the rehabilitation Project(s). The Project Manual shall include CITY standard technical Specifications and project-specific technical Specifications anticipated to be needed for the Project based on 30% Drawings. DESIGN PROFESSIONAL will be responsible for compiling the entire Project Manual, including but not limited to the following:
 - a. Contracting Requirements: 00010.DB Table of Contents; 00130.DB Invitation to Bid; 00210.DB Instructions to Bidders for Design-Build Services; 00410.DB Design-Build Bid Form Price Submittal; 00500.DB Contract for Design-Build Services; 00515 Construction Contract Requested Submission;
 - b. Division 1 General Requirements: 01000 Project Requirements; 01100 Summary of Work; 01150 Design Services; 01290 Payment Procedures

3. Opinion of Probable Construction Cost. Prepare an opinion of probable construction cost (OPCC) based on the Drawings. The OPCC shall be a Class 3 estimate per AACE International Recommended Practice No. 18R-97, latest version.
4. Pre-Final Deliverables. Submit the following in identified file format to CITY via CITY's document management system:
 - a. Drawings (PDF, ANSI Drawing Size "D")
 - b. Project Manual (PDF by specification division, and Word)
 - c. Opinion of Probable Construction Cost (PDF and xlsx)
5. Review Meeting. Conduct up to a two (2)-hour review meeting with the CITY to discuss review comments and changes to the Contract Documents and Opinion of Probable Construction Cost.
6. Plan-in-Hand Walk Through. If required DESIGN PROFESSIONAL and CITY shall perform a plan-in-hand field walk through of the Project extents. The purpose of the field walk through is to verify and analyze the accessibility of the proposed Work and to identify any special conditions to be included in the Contract Documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions for CITY review. DESIGN PROFESSIONAL shall submit documentation of special conditions and proposed solutions (in PDF) and photographs (in JPEG) to the CITY's document management system.
7. Final Deliverables. Following receipt of City review comment, review meeting, and plan in hand walk through (if required), DESIGN PROFESSIONAL shall address all City comments and submit final Construction Contract Documents in the following identified file format to CITY via CITY's document management system:
 - a. Drawings (PDF, ANSI Drawing Size "D")
 - b. Project Manual (PDF by specification division, and Word)
 - c. Opinion of Probable Construction Cost (PDF and xlsx)

Task 403 Construction Contract Documents for Design-Bid-Build Project Delivery

Following completion of the CER and at the CITY's request DESIGN PROFESSIONAL shall develop the Design-Bid-Build Project Manual and Drawings as required to solicit bids from Contractors.

1. 50% Drawings. Drawings shall be developed from the CITY's GIS or survey obtained by DESIGN PROFESSIONAL and shall include, at a minimum, the following:
 - a. CITY orthophoto
 - b. Street names
 - c. Parcel boundaries
 - d. Unique asset identifiers for access points (manholes/vaults and air release valves)

- e. Identification of access points and force mains to be rehabilitated
 - f. Plans, sections, details, and profiles necessary for bidding and construction
- 2. 50% Project Manual. DESIGN PROFESSIONAL shall develop the following Specifications to supplement the CITY standard specifications and contract documents:
 - a. Section 00410 – Bid Form/Contract
 - b. Section 00412 – Adjustment Unit Prices (if applicable)
 - c. Section 01015 – Specific Project Requirements
 - d. Section 01270 – Measurement and Payment (if applicable)
 - e. Technical Specifications in five (5)-digit CSI format (project-specific Specifications not included in CITY standard technical Specifications)
- 3. 50% Opinion of Probable Construction Cost. Prepare a 50% opinion of probable construction cost (OPCC) for assets identified for rehabilitation or replacement. The OPCC shall be a Class 2 estimate per AACE International Recommended Practice No. 18R-97, latest version.
- 4. 50% Deliverables. Submit the following in identified file format to CITY via CITY's document management system:
 - a. Drawings (PDF, ANSI Drawing Size "D")
 - b. Project Manual Table of Contents (docx)
 - c. Opinion of Probable Construction Cost (PDF and xlsx)
- 5. Review Meeting. Conduct up to a two (2)-hour review meeting with the CITY to discuss review comments and changes to the 60% Contract Documents and Opinion of Probable Construction Cost.
- 6. Plan in Hand Walk Through. If required DESIGN PROFESSIONAL and CITY shall perform a plan-in-hand field walk through of the Project extents. The purpose of the field walk through is to verify and analyze the accessibility of the proposed Work and to identify any special conditions to be included in the Contract Documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions for CITY review. DESIGN PROFESSIONAL shall submit documentation of special conditions and proposed solutions (in PDF) and photographs (in JPEG) to the CITY's document management system.
- 7. 90% Construction Contract Documents. Update all construction contract documents to address CITY comments and update OPCC to be a Class 1 estimate per AACE International Recommended Practice No. 18R-97, latest version. Resubmit all documents via CITY's document management system.
- 8. Final Construction Contract Documents. Update all construction contract documents to address CITY comments. Prior to submittal of the signed and sealed Final Construction Contract Documents, the DESIGN PROFESSIONAL shall submit one

(1) set of the corrected final documents (Drawings and Specifications) for review and acceptance by the CITY. Upon CITY acceptance, DESIGN PROFESSIONAL shall submit final signed and sealed bid ready documents via CITY's document management system.

TASK SERIES 500 - BID PHASE SERVICES

The following applies to both Design-Build and Design-Bid-Build project delivery methods.

Task 501 Pre-Bid Meeting

DESIGN PROFESSIONAL shall facilitate a Pre-Bid Meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL shall prepare and submit an agenda to the CITY prior to the Pre-Bid Meeting and prepare and distribute Pre-Bid Meeting minutes within seven (7) calendar days after the meeting date.

Task 502 Engineer's Opinion of Probable Construction Cost

1. Opinion of Probable Construction Cost. Update the Final Opinion of Probable Construction Cost (OPCC) submitted per Task 506 to reflect items impacted by Addenda or changes in market conditions, as required. The OPCC shall be Class 1 estimate per AACE International Recommended Practice No. 18R-97, latest version.
2. Deliverable. Submit the opinion of probable construction cost to the CITY in a sealed envelope.

Task 503 Bid Assistance, Evaluation, and Recommendation

1. Bid Assistance. Assist the CITY with interpretation of the Contract Documents and develop up to three (3) Addenda as required during the bid advertisement period to clarify Contract Documents. CITY will post the Addenda.
2. Bid Evaluation. 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 information. CITY shall provide one (1) copy of each Bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation.
3. Bid Recommendation. Provide written recommendation regarding the award of the Contract.

TASK SERIES 600 - CONSTRUCTION PHASE SERVICES

Task 601 Communication

The CITY's Project Manager will act as the primary point of contact with the CONTRACTOR. Verbal communication between the DESIGN PROFESSIONAL and the CONTRACTOR, if needed, shall be as authorized by the CITY. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR shall be

authorized by the CITY. Other Project and field related written communications, such as Requests for Information (RFIs), Shop Drawings, etc. may be submitted between the CONTRACTOR and DESIGN PROFESSIONAL, however, all written communication of any kind shall be copied to the CITY's Project Manager. All major Project decisions related to potential design modification, construction schedule extensions, and Contract Price adjustments must be approved in writing by the CITY. All of the correspondence identified in this paragraph and during construction shall be maintained on the CITY's document management system.

Task 602 CONTRACTOR's Schedules

DESIGN PROFESSIONAL shall review and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability of those schedules.

1. Schedule of Values. Review the CONTRACTOR's schedule of values. Provide comments on CONTRACTOR's schedule of values to CITY and advise CITY as to acceptability.
2. Schedule of Submittals. Review the CONTRACTOR's schedule of submittals and advise CITY to its acceptability.
3. Schedule of Monthly Payments. Review the CONTRACTOR's schedule of estimated monthly payments and advise CITY to its acceptability.
4. Construction Schedules. Review the CONTRACTOR's construction schedules (base line and monthly) for general conformity of the construction schedules to the requirements for scheduling as defined in the construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable for CITY to keep existing facilities in operation as specified in the construction Contract Documents. DESIGN PROFESSIONAL shall provide review comments for each schedule submittal to the CITY for consideration. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR by DESIGN PROFESSIONAL.

Task 603 Pre-Construction Meeting, Progress Meetings, and Site Visits

1. Pre-construction Meeting. DESIGN PROFESSIONAL shall facilitate a pre-construction meeting with the CITY, CONTRACTOR, and RPR (if applicable). The date, time, and location of the Preconstruction Meeting shall be determined by the DESIGN PROFESSIONAL in coordination with the CITY, CONTRACTOR, and RPR (if applicable). The Preconstruction Meeting shall include discussion of CONTRACTOR's preliminary schedules, Work plan, procedures for transmittal, review, and acceptance of CONTRACTOR submittals, processing of payment applications, critical Work sequencing, Change Orders, Work Change Directives, record documents, CONTRACTOR's responsibility for safety and first aid, the CITY's document management system, and other administrative items. DESIGN PROFESSIONAL shall address questions. DESIGN PROFESSIONAL shall prepare and submit an agenda to the CITY prior to the Preconstruction Meeting and prepare and submit Preconstruction Meeting minutes to the CITY, CONTRACTOR, and

RPR (if applicable) within seven (7) calendar days after the meeting date via the CITY's document management system.

2. Progress Meetings. DESIGN PROFESSIONAL shall attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the Project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting minutes.
3. Site Visits. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project.

Task 604 Document Management

DESIGN PROFESSIONAL shall utilize the CITY's document management system for managing, tracking, reviewing, approving, and storing documents associated with the Project. DESIGN PROFESSIONAL shall attend training on CITY's document management system prior to start of construction. Documents include, but are not limited to, Shop Drawings, submittals, correspondence, Change Orders, Work Change Directives, Project Status Reports, payment requests, inspection reports, daily logs, meeting minutes, progress photos, and correspondence between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the CITY's document management system provided by the CITY.

Task 605 Construction Work Order Management

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation of assets for each Project into the CITY's work order management application for work order creation prior to first each Project's Notice to Proceed. On a monthly basis, after approval of each CONTRACTOR Application for Payment, DESIGN PROFESSIONAL shall submit completed work orders for closure approval. If required, DESIGN PROFESSIONAL shall modify work orders and/or enter additional assets within the CITY's work order management application based on assets rehabilitated or installed during that pay cycle. DESIGN PROFESSIONAL shall follow the CITY's work order management application protocol provided by the CITY.

Task 606 Submittals

DESIGN PROFESSIONAL shall review and may approve submittals and data submitted by the CONTRACTOR as required by the construction Contract Documents. CITY shall be responsible for approving all product materials which are different than the materials shown in the construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review shall be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform

to the information given in the construction Contract Documents and be compatible with the design concept of the Project as a functioning whole. DESIGN PROFESSIONAL shall respond to submittals in CITY's document management system within fourteen (14) calendar days of receipt.

Task 607 Review of Applications for Payment

DESIGN PROFESSIONAL, after initial review and recommendation by resident project representative (RPR) – if applicable, shall review the Application for Payment and accompanying supporting documentation for compliance with construction Contract Documents and the CITY's procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, Work completed, and materials and equipment delivered to the site but not incorporated in the Work.

Task 608 Interpretation of Contract Documents

DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall coordinate with the CITY Project Manager for interpretation of Contract Documents prepared by the CITY. DESIGN PROFESSIONAL shall provide to the CITY interpretations, proposed responses to RFIs, and clarifications. The CITY shall be responsible for review and distribution of interpretations of Contract Documents to the CONTRACTOR, DESIGN PROFESSIONAL and RPR (if applicable).

Task 609 Assist in Evaluating Claims Work Change Directives and Change Order Requests

DESIGN PROFESSIONAL shall assist CITY in developing and evaluating Work Change Directives and Change Order requests submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal.

1. Cost and Schedule Impacts. Review Work Change Directives and Change Order requests and cost proposals prepared by the CONTRACTOR for the contemplated Work. Evaluate the construction cost and schedule impacts of each Work Change Directive and Change Order request. Assist with determining a fair price for the Work and evaluating the potential impact of each Work Change Directive or Change Order request on the CONTRACTOR's construction schedule.
2. Recommendation. Prepare a written recommendation stating the reason for each Work Change Directive or Change Order request and recommended action by CITY. Provide written recommendation to CITY.
3. Negotiation. Assist CITY with negotiation of Work Change Directive and Change Order requests with CONTRACTOR prior to CONTRACTOR's start of Work defined in each Work Change Directives and Change Order request.

4. Competitive Bids. If the CITY determines that CONTRACTOR must competitively bid certain Subcontractor Work covered under a Work Change Directive or Change Order request, DESIGN PROFESSIONAL shall review bids submitted by the CONTRACTOR and provide a written recommendation of those bids to the CITY.
5. CITY shall execute all Work Change Directives and Change Orders for changes in the Work, changes in the Contract Price or Contract Times for Work defined in Work Change Directive and Change Order requests and agreed upon by CITY and CONTRACTOR.

Task 610 Post-Rehabilitation Submittal Reviews

DESIGN PROFESSIONAL shall review post-rehabilitation closed-circuit television (CCTV) inspection records in National Association of Sewer Service Companies (NASCCO) Pipeline Assessment and Certification Program (PACP) format as submitted by the CONTRACTOR. DESIGN PROFESSIONAL reviewing the CCTV inspection records shall be PACP-certified.

Task 611 Substantial Completion Review and Final Completion Inspection

1. Substantial Completion Review. Perform an inspection to determine the status of Work completion and develop a punch list of deficiencies requiring completion or correction following Substantial Completion. DESIGN PROFESSIONAL shall submit a statement of Substantial Completion and a punch list to the CITY via the CITY's document management system.
2. Final Completion Inspection. Perform a final completion inspection of Work and develop a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit a statement of final completion to the CITY via the CITY's document management system.

Task 612 Resident Project Representative (RPR) Services

1. RPR Role. The role of the RPR will be that of the lead observer and primary liaison with the CITY and CONTRACTOR. RPR is DESIGN PROFESSIONAL's Agent at the site, shall act as directed by and under the supervision of DESIGN PROFESSIONAL, and shall confer with DESIGN PROFESSIONAL regarding RPR actions. RPR's dealing in matters pertaining to the on-site Work shall in general be only with DESIGN PROFESSIONAL and CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR.
2. General Responsibilities. RPR shall be present for pre-construction photography, as required, and as necessary from the CONTRACTOR's mobilization until final completion of the Work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Substantial Completion review and final

completion inspections of the Work.

Task 613 Review Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of Work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 614 Meetings

RPR shall attend the Preconstruction Meeting. RPR shall attend weekly field coordination meetings, monthly progress meetings, and other meetings with CITY, CONTRACTOR, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures, progress scheduling, construction administration procedures, and other matters concerning the Project.

Task 615 Liaison

RPR shall serve as the CITY's and DESIGN PROFESSIONAL's liaison with CONTRACTOR, to assist CONTRACTOR in understanding the intent of the Contract Documents. RPR shall provide the following liaison services, as limited by the budgeted hours:

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform Work in the field, provide a report to the CITY indicating that there was no Work performed. Track weather conditions on days when the CONTRACTOR does not perform Work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY. Keep a running record of Work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and Applications for Payment. Track which assets have been replaced or constructed, street address of service laterals replaced or rehabilitated, and manholes that have been rehabilitated, constructed, or replaced. Record shall include quantities for payment (by asset, daily totals, and to-date totals), dates of rehabilitation, and construction or replacement of each asset. Since RPR may not be observing all of the construction Work, record will rely upon daily conversations with the CONTRACTOR to obtain Work performed and quantities constructed.
4. Provide a monthly summary of Work completed by the CONTRACTOR on CITY approved record documents in the Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.

6. Complete inspection and approval of open cut point repairs, service line repair/replacement, and manhole lining shall be per the CITY's standard inspection method.
7. Track construction quantities, addresses, dates, etc.

Task 616 Review of Work, Rejection of Defective Work, Inspections, and Testing

1. RPR shall conduct on-site observations of the Work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the Work, in general, is proceeding in accordance with the construction Contract Documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes that Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY. The DESIGN PROFESSIONAL shall utilize the Non-Conformance Notice procedure to document non-conforming work, memorialize the approved remedy, and document correction of the work.
3. RPR shall verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.
4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 617 Records

1. RPR shall maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples submissions, reproductions of original Contract Documents, including all Addenda, Change Orders and Work Change Directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other Project-related documents.
2. RPR shall keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the

RPR is not on site.

3. RPR shall record names, addresses, and telephone numbers of CONTRACTOR, Subcontractors, and suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 618 Reports and Document Review

1. RPR shall submit to DESIGN PROFESSIONAL and CITY via the CITY's document management system a daily report of RPR observed events at the job site, or as indicated by the CONTRACTOR when the RPR is not on site, including the following information:
 - a. Hours the CONTRACTOR Worked on the job site
 - b. CONTRACTOR and Subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR)
 - c. Construction equipment on the job site
 - d. Observed delays and potential causes
 - e. Weather conditions
 - f. Data relative to claims for extras or deductions
 - g. Daily construction activities and condition of the Work
 - h. Daily sign-off of quantities of Work completed for unit price items (separate CITY-provided form shall be used)
 - i. Observations pertaining to the progress of the Work. Materials received on job site.
 - j. Progress photographs
 - k. Construction issues and resolutions or proposed resolutions to issues
2. Provide DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submittals.
3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. Prepare reports using CITY-provided forms and uploaded to the CITY's document management system.

Task 619 Review of Applications for Payment

RPR shall review applications for payment with CONTRACTOR for compliance with the

established procedure for their submission, noting particularly their relation to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR shall review CONTRACTOR's annotated drawings showing changes made during construction for completeness.

Task 620 Substantial Completion and Final Completion

1. Substantial Completion.
 - a. Provide DESIGN PROFESSIONAL with a recommendation as to Project's readiness for Substantial Completion.
 - b. Conduct a Substantial Completion inspection with DESIGN PROFESSIONAL, CITY, and CONTRACTOR. Prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY by the DESIGN PROFESSIONAL for review and approval.
2. Final Completion.
 - a. Conduct a final completion inspection with DESIGN PROFESSIONAL, CITY, and CONTRACTOR. Prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY by the DESIGN PROFESSIONAL for review and approval.
 - b. Verify that all items on punch list have been completed or corrected. Coordinate with DESIGN PROFESSIONAL to make recommendation to the CITY regarding final acceptance of the Project.

Task 621 Construction Record Drawings

1. Record Drawings. Upon Substantial Completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL shall prepare a set of construction record drawings showing record information based on the Drawings and other record documents furnished by the CONTRACTOR and the resident project representative (RPR – if applicable) that show changes to original Drawings made during construction. DESIGN PROFESSIONAL is not responsible for any errors or omission in the information from others that is incorporated into the construction record drawings.
2. Deliverables. Submit the construction record drawings in identified file format to CITY via CITY's document management system (hard copies shall be delivered to Kansas City Water Services Department 4800 E. 63rd Street, Kansas CITY, Missouri 64130):
 - a. Original Drawings (CAD)
 - b. Record Drawings, Original Drawings with record information on separate layer (CAD)
 - c. Record Drawings (PDF, ANSI Drawing Size "D")
 - d. Record Drawings (Printed on Mylar, ANSI Drawing Size "D")

Task 622 Project Closeout Documentation

1. DESIGN PROFESSIONAL shall provide technical assistance in the identification of project punch list items, evaluation of the proposed remedial actions, and confirmation of the acceptability of the completed Work.
2. DESIGN PROFESSIONAL shall provide a list of assets to be inspected by the CITY during the warranty period to the CITY.
3. DESIGN PROFESSIONAL shall close out the construction Contract including warranties, liens, functional and performance testing results, outstanding claims and final payment.
4. DESIGN PROFESSIONAL shall provide all RPR documents and records (if applicable) to the CITY.

IV. OPTIONAL SERVICES

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

V. CITY'S RESPONSIBILITIES

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

- A. Prioritized list of force mains for evaluation.
- B. Available information pertinent to the Work, including GIS data, previous reports, Drawings, Specifications, and any other data relative thereto. Provide said information within twenty-one (21) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- C. CITY's Project Manager will coordinate meetings between CITY and DESIGN PROFESSIONAL.
- D. Bidding Services. CITY will provide the following bid phase services:
 1. Prepare Bid Tabulation. Provide copies of bids to DESIGN PROFESSIONAL for evaluation.
- E. Evaluate Contractor's performance at key contractual milestones per the CITY's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase service 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.

ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all

project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

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

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

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

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

ENGINEERING FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

HR

Total Estimated Project Fee	\$1,000,000
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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

00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver

00450.01: HRD Letter of Intent to Subcontract

00460 HRD Form 10: Timetable for MBE/WBE Utilization

00470 HRD Form 11: Request for Modification or Substitution

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project)

Department

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

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

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are _____ % MBE and _____ % 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: _____ % MBE _____ % 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 _____
Address _____
Telephone No. _____
I.R.S. No. _____

b. Name of M/WBE Firm _____
Address _____

Telephone No. _____
I.R.S. No. _____

c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

d. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

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

WBE FIRMS:

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

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☐

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: _____

Signature: Prime Contractor

Print Name

Title

Date

State of _____)

County of _____)

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
day of _____, 20____

My Commission Expires: _____
Notary Public

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: _____

Signature: Prime Contractor

Print Name

Title

Date

State of _____)

County of _____)

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
day of _____, 20____

My Commission Expires: _____
Notary Public

STAMP:

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, _____, acting in my capacity as _____
(Name) (Position with Firm)
of _____, 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	_____ (Specify)				

Throughout _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 _____ % Middle 1/3 _____ % Final 1/3 _____ %

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)

(Position with Firm)

(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.

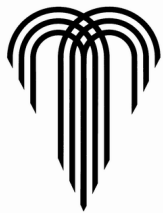
4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or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

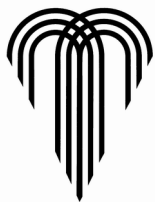
On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

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

EMPLOYMENT ELIGIBILITY VERIFICATION AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me
appeared _____, 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
_____ (title) of _____
(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 _____ day of _____, 20____.

Notary Public

My Commission expires:

ATTACHMENT G

NON-CONSTRUCTION SUBCONTRACTORS LISTING

NON-CONSTRUCTION SUBCONTRACTORS LISTING

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

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

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

ATTACHMENT H

NON-CONSTRUCTION APPLICATION FOR PAYMENT



NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number _____

Contract Number _____

Project Title _____

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:

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

Water Services Department
Khoa Nguyen, Project Manager
4800 E 63rd Street
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: _____