

**DESIGN PROFESSIONAL SERVICES AGREEMENT**

**PROJECT NO. 81000916 / CONTRACT NO. 1575**

**FOR GREEN INFRASTRUCTURE PROJECT 2-1: 63rd & DANIEL MORGAN BOONE  
PARK**

**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: to apply the adaptive management included in the Consent Decree for effectively reducing combined sewer overflow (CSO) to Town Fork Creek and realizing increased levels of public health and environmental protection. This Project is intended to achieve a significant level of percent capture of wet weather flows required by the Consent Decree. The City completed a conceptual engineering report step of this Project to set the basis for the design development and implementation which is included as Exhibit A. The City invites a proposal for Design Professional (DP) services for strategic stormwater collection within the project area and integration of green infrastructure into Daniel Morgan Boone Park and into other opportunity areas within the stormwater collection system extents with the goal of maximizing CSO reduction in the basin.

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

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

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

Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$ \_\_\_\_\_, 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**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment J**.

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. Subcontractor’s office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \_\_\_\_\_ (\$ \_\_\_\_\_) 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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

**B. Method of Payment.**

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. 63<sup>rd</sup> Street

Kansas City, MO 64130

Phone: (816) 513-0168

Facsimile: (816) 513-0226

E-mail address: [matt.bond@kcmo.org](mailto:matt.bond@kcmo.org)

**Design Professional:**

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

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

**Attachment A** - Scope of Services (See Exhibit B)

**Attachment B** - Electronic Data Requirements

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

**Attachment D** - Unit Costs

**Attachment E** - Licensed Geographical Information System Data

**Attachment F** - HRD Documents

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

**Attachment G** - Employee Eligibility Verification Affidavit

**Attachment H** - Truth-In-Negotiation Certificate

**Attachment I** - Affidavit of Compliance with the Federal Consent Decree

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

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

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

**Attachment J** - Non-Construction Subcontractors Listing

**Attachment K** - Non-Construction Application for Payment

**Sec. 10. Documents Incorporated by Reference.** The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

A. Conceptual Evaluation Report (See Exhibit A)

**Sec. 11. 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 J**.

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

**Sec. 13. 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 F**. 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. 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 affirmation action program in place for the duration of the Contract. Design Professional

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

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

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

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

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

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

#### **Sec. 17. Tax Compliance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Sec. 23. Employee Eligibility Verification.**

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

#### **Sec. 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. Truth-In-Negotiation Certificate.**

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

**Sec. 26. Consent Decree Project.**

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

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

Day 1 through Day 30 - \$1,000.00 per day;  
Day 31 through Day 60- \$2,000.00 per day;  
Day 61 and thereafter - \$4,000.00 per day.

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

**Sec. 27. Anti-Discrimination Against Israel.**

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

**ATTACHMENT A**  
**(See Exhibit B)**

**SCOPE OF SERVICES**

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**(PRELIMINARY)**

Design Professional: TBD

Owner: CITY of Kansas City, Missouri

Project: Green Infrastructure Project 2-1: 63<sup>rd</sup> and Daniel Morgan Boone Park

CITY Contract No.: 1575

CITY Project No: 81000916

**I. GENERAL**

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate strategic stormwater collection within project area and integration of green infrastructure into Daniel Morgan Boone Park with the goal of maximizing combined sewer overflow reduction in the Town Fork Creek Basin of Kansas City, Missouri.

- A. The Project. The Water Services Department (KC Water) of the CITY of Kansas CITY (CITY), Missouri is undertaking this project under its Smart Sewer Program (SSP). The primary purpose of this Project is to maximize reduction of combined sewer overflows from Outfall 090 located north of E 63rd Street and in the Daniel Morgan Boone Park through strategic stormwater collection within the project area and integration of green infrastructure at the park. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent decree pertaining to the City of Kansas City Missouri's Smart Sewer Program formerly Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL, and its Subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking the Project as mandated by the Federal Consent Decree to prepare design and construction contract documents for reducing typical year combined sewer overflows in the Town Fork Creek Basin as defined in the Federal Consent Decree. The project boundaries are generally Gregory Boulevard on the South, E 55th Street on the North, Prospect Avenue on the East, and Morningside Drive on the West.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide final design, bid phase, and construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists: conducting preliminary engineering evaluations, confirming and selecting the design concept; developing a design basis memorandum; completing preliminary design; and project phasing for final design and construction. Stormwater collection will focus on drainage areas upstream of Combined Sewer Outfalls

085, 086, 089, and 090. Integration of green infrastructure is focused on locating within Daniel Morgan Boone Park and into other opportunity areas within the stormwater collection system extents.

Critical Success Factors for this project include:

1. Engaging professionals with proven experience in planning, hydraulic modeling using InfoWorks ICM, designing, and construction of CSO control projects integrating green infrastructure with demonstrable expertise in effectively integrating engineering and landscape architectural principles and practices.
2. Effective integration of green infrastructure for reducing CSOs and documenting the effectiveness of program improvements in the Town Fork Creek Basin to reconfigure previously established structural solutions such as large wet weather conveyance and treatment system.
3. Strategically collect stormwater from the existing combined sewer system and convey it to green infrastructure for retention, detention, natural treatment and release to Town Fork Creek.
4. Creative green infrastructure design within Daniel Morgan Boone Park and in downstream green space that minimizes property acquisition and displacement and provides meaningful community benefit.
5. Coordination with ongoing and planned projects by multiple city departments.
6. Engaging with the public throughout project development and implementation.

The Preliminary Basic Scope of Services to be provided by the DESIGN PROFESSIONAL is defined below in Section III. A final Scope of Services will be negotiated between the CITY and DESIGN PROFESSIONAL.

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

1. Task Series 100 – Project Management and Administration
2. Task Series 200 – Public Engagement
3. Task Series 300 – Envision<sup>TM</sup> Sustainability
4. Task Series 400 – Field Investigation and Analysis
5. Task Series 500 – Design Alternatives Evaluation
6. Task Series 600 – Preliminary (30%) Design

G. 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.

H. 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.

I. 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 DESIGN PROFESSIONAL shall provide one Resident Project Representative (RPR) available throughout the design phase to serve as a field resource.
4. 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.

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

## II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. DESIGN PROFESSIONAL will complete Task Series 500 within 240 calendar days following the CITY's issuance of a Notice to Proceed to DESIGN PROFESSIONAL. All tasks identified in this Scope of Services, except those identified as Optional Services, will be performed within 365 calendar days of a written Notice to Proceed. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14)

calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

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

The following Task Series describe the preliminary Basic Scope of Services to be provided by the DESIGN PROFESSIONAL under the Project. The final Basic Scope of Services will be established following the DESIGN PROFESSIONAL selection process.

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

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

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

Provide project administration management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. DESIGN PROFESSIONAL's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

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

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. Invoices will be submitted through E-builder. Each invoice by DESIGN PROFESSIONAL and subcontractors shall be broken down by each task. The monthly progress status reports shall document work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

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

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

maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's CREO KC Department.

#### **Task 104 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project kickoff meeting with the CITY within 14 calendar days to review and establish project goals, lines of communication, project procedures, Engineer's proposed work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

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

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
  - a. Description of project critical success factors, risks and project team's approach to successfully addressing them.
  - b. Detailed task description and implementation steps and task-based schedule with dependency. Include all milestones and deliverables, with date of delivery.
  - c. A summary of dedicated key team members, roles and responsibilities including all field crew leads and contact information.
  - d. Project Communications
  - e. Project financial performance tracking comprising of monthly cost progression in the form of an S-curve or earned value or other format indicating the planned value of work to be invoiced on a monthly basis through project completion.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic copy of the final Work Plan in pdf format within 14 calendar days of receipt of CITY's comments.

#### **Task 106 Monthly Progress Meetings**

DESIGN PROFESSIONAL shall participate in up to ten (10) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DESIGN PROFESSIONAL will prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting notes/summary within five (5) calendar days.

## **TASK SERIES 200 PUBLIC ENGAGEMENT**

DESIGN PROFESSIONAL shall assist the CITY in execution of the public outreach activities consistent with SSP protocols. A public outreach plan and list of stakeholders shall be developed by the CITY with input from DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY in developing a public engagement strategy to obtain meaningful feedback from the public through a series of public outreach activities in coordination with the CITY and SSP team. Key stakeholders include CITY Departments and Neighborhood Associations and may include Private Owners.

DESIGN PROFESSIONAL shall assist the CITY and participate in up to:

1. (10) Stakeholder Meetings
2. (3) Public Meetings

For all meetings:

1. The CITY shall establish meeting date, meeting time and venue, and make necessary arrangements for the meeting.
2. The CITY shall provide for space occupancy fees (if necessary), and refreshments (if desired).
3. The CITY shall prepare and finalize templates of meeting materials, including agendas, presentations, comment cards and sign-in sheets for public meetings.
4. DESIGN PROFESSIONAL shall prepare display boards, handouts, and assist the CITY in preparation of presentation slides. DESIGN PROFESSIONAL may print (if needed) all meeting materials and pay all related costs which may be invoiced as reimbursable expenses.
5. DESIGN PROFESSIONAL shall participate and assist the CITY in conducting the meeting, presenting, and addressing technical questions. DESIGN PROFESSIONAL shall prepare and distribute a meeting summary to the CITY.

DESIGN PROFESSIONAL shall provide technical content to the CITY (in the form of text, drawings, maps, renderings and plans) for use in developing web content, email updates to stakeholders, and other public outreach deliverables necessary for the execution of the public outreach plan. The CITY will develop web content, necessary communications and email updates.

## **TASK SERIES 300 ENVISION SUSTAINABILITY**

DESIGN PROFESSIONAL shall utilize Envision™ sustainability scoring system to screen for the preferred design alternative. DESIGN PROFESSIONAL shall follow the Tier 2 Envision process as defined in the KC Water Sustainability Playbook in collaboration with the CITY for underground systems, linear surface systems, and area surface system project types.

Green infrastructure is included in the area surface and linear surface systems, and stormwater collection is included in the underground systems project type. DESIGN PROFESSIONAL shall review all of the project types, considering all of the Envision credits by alternative and provide recommendations to increase the sustainability of the project. DESIGN PROFESSIONAL shall also define project needs and improvements to achieve incomplete credits.

DESIGN PROFESSIONAL shall implement the Tier 2 Envision process as defined in the KC Water Sustainability Playbook dated November 2020. DESIGN PROFESSIONAL shall utilize the Conversation Guide (Dated 11/10/2020) to document the planning, pre-design, design, and construction sustainability items considered for this project.

Detailed evaluation of Tier 2 credits will be covered under Optional Services upon authorization. Envision verification process is not included in this scope.

The DESIGN PROFESSIONAL shall:

1. Conduct a sustainability review of all proposed improvement alternatives as they each relate to the relevant Envision credits.
2. Assist project manager in completing the Conversation Guide.
3. Consider credit applicability and viability and determine a baseline level of achievement for each credit and opportunities for improvement.
4. Analyze and draft recommendations. Review preliminary Envision scoring with the CITY.
5. Compile a memorandum with recommended strategies to increase sustainability on the project following the Tier 2 process defined in the KC Water Sustainability Playbook dated November 2020.

### **Deliverables**

Alternatives Sustainability Evaluation Memo (Tier 2)

## **TASK SERIES 400 FIELD INVESTIGATION AND DATA REVIEW**

### **Task 401. Review Existing Reports, GIS**

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

### **Task 402. Field Data Review**

DESIGN PROFESSIONAL shall review CCTV inspection data for up to (170,000) linear feet of pipe and manhole inspection reports for up to (810) manholes, and diversion structure 360° camera inspections provided by the CITY. DESIGN PROFESSIONAL shall review results from smoke testing and dye testing performed by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall review inspection data to identify structural defects, locations of service laterals and locations of inflow/cross connections. DESIGN PROFESSIONAL shall utilize the latest version of applicable protocols/guidance manual for field data evaluation and recommend additional field investigations if data gaps are noted by DESIGN PROFESSIONAL.

### **Task 403. Smoke Testing**

1. Smoke testing notification and door hangers - Prior to beginning smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger to the affected properties providing notification of smoke testing. DESIGN PROFESSIONAL will be responsible for printing and distribution of the door hangers (drafted by CITY) no later

than 48 hours in advance of smoke testing. Smoke testing mailers for the entire project area will be developed and distributed by the CITY two (2) weeks prior to commencement of smoke testing. DESIGN PROFESSIONAL shall provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personnel as specified by the CITY. If an unexpected weather event delays smoke testing after mailers/door hangers are distributed, DESIGN PROFESSIONAL shall redistribute door hangers accordingly.

2. Smoke Testing Performance - DESIGN PROFESSIONAL shall perform smoke testing on up to (TBD during contract negotiations) linear feet of sewer pipe on pipe segments (\_\_\_\_) up to (\_\_\_\_) diameter within the project area to identify defects in the public sewer system and private connections without trespassing private property. DESIGN PROFESSIONAL shall develop field maps using system maps provided by the CITY. Smoke testing shall be implemented in accordance with the Smoke Testing Protocol. Suspect stormwater sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether the source exists. Confirmation of repair solutions must be reviewed and confirmed during design. Payment for smoke testing shall be based on the approximate linear feet of pipe on a per feet basis as listed in **Attachment D**.

#### **Task 404. Dyed Water Testing**

Dyed water testing of suspected stormwater sources identified by smoke testing shall be performed at up to (TBD during contract negotiations) locations to verify their direct connection to the combined sewer system. DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with the Dyed Water Testing Protocol. Suspect stormwater sources will not be submitted on inspection forms or in the database(s).

Potential stormwater sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, interior roof drains and other public or private infrastructure. Photographic records shall be made of each confirmed sources identified during dyed water testing. All dyed-water tests shall be recorded on the CITY field forms. Payment for each dyed water test shall be on a unit price basis for each test as listed in **Attachment D**. If CCTV is required in conjunction with dyed water testing, payment for CCTV shall be on an hourly rate basis as listed in **Attachment D**.

#### **Deliverables**

- Summary report of stormwater sources identified from smoke and dyed water testing.

#### **Task 405. Topographic Survey**

DESIGN PROFESSIONAL shall conduct topographic survey following the determination of recommended design alternative to serve as the basis for preliminary and final design.

Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the project area. The survey shall be delivered in standard text file, electronic topographic survey files including contours at

a one (1.0) foot contour interval in CAD format.

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey - Perform a detailed topographic survey within limits agreed on with the CITY, along easements where existing combined sewers are located, within existing public right-of-way and street corridors from a minimum of right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required.  
The survey may extend beyond CITY right of way as needed for potential work in existing or anticipated future easements and/or acquisitions. The topographic survey will include but not be limited to the location of combined sewers, storm sewers, sanitary sewers and associated structures with top/invert elevations, shape, material and diameter, as applicable; water and gas utilities including all valves, meter pits, fire hydrants, pressure reducer, regulators, etc.; overhead utilities including power poles, telephone poles, and light poles; underground electric and communication utilities; street and pavements including sidewalks, streets, driveways, parking lots, and unimproved roadways; trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas) and landscaping indicating type and diameter; and structures including buildings, retaining walls, fences and other visible improvements within the survey boundary determined by the DESIGN PROFESSIONAL.
3. Prepare Base Map - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc. Existing sewer and water utilities shall be labelled as shown in the CITY's GIS.
4. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.
5. Locate Geotechnical Borings and Infiltration Testing Locations - Survey will provide field locations of all soil borings and infiltration testing locations performed during geotechnical investigations.
6. Cross sections of stream at Town Fork Creek channel downstream of Outfall 090 every 100 feet for up to (TBD during contract negotiations) linear feet. Capture images of existing stream banks at each cross section.

As needed, DESIGN PROFESSIONAL shall safely conduct a windshield survey following significant rainfall event(s) to identify low spots or sump locations within the project area. DESIGN PROFESSIONAL shall utilize CITY's LiDAR data for verification. DESIGN PROFESSIONAL shall capture images of ponded or sump locations as supplemental information for preliminary engineering evaluation.

## Deliverables

- Submit electronic data files of the survey(s) and other requested information. Metadata should be incorporated into every digital file to document date, source, methodology, etc. Submit a digital file in AutoCAD format containing the full survey drawing. This drawing must be created at its real State Plane Coordinates NAD 1983 position and the view shall be un-rotated from the coordinate system so that the NORTH points orthographically vertical in the screen. Also submit an ascii point fil (.txt or .csv) in “pnezd” comma-delimited format representative of all data collected. DESIGN PROFESSIONAL shall also submit a full-sized digital PDF copy(s) of the survey signed by a Registered Land Surveyor (RLS).

## Task 406. Geotechnical Investigation

DESIGN PROFESSIONAL shall conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain up to (TBD during contract negotiations) soil borings at an anticipated average depth of twenty feet. If additional or deeper borings are required for rock coring, the additional work shall be performed under Optional Services upon authorization.

The geotechnical investigations shall include the following services:

1. Soil Borings and Testing. Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater. Collect three to four samples from each boring and retain for future reference. Each boring shall be surveyed to obtain horizontal coordinates and elevation at the ground surface.
2. Street core samples. Obtain up to (TBD during contract negotiations) street core samples to determine pavement type, thickness, and subsurface materials. Street core samples shall be up to 18-inches in length.
3. Seepage Investigation. DESIGN PROFESSIONAL shall conduct a subsurface investigation of green infrastructure sites approved for inclusion in the project preliminary and final design, including exploratory field work, laboratory and field testing, and preparation of a subsurface report. At least one soil boring shall be performed at each site to a depth of (TBD during contract negotiations) feet, and a field infiltration test shall be performed at each site for a total of (TBD during contract negotiations) infiltration tests. The field infiltration testing shall consist of:
  - a. Excavation of one test pit at each site to be evaluated, 4-feet by 4-feet by 6-feet to visually document the soil stratigraphy. Collection of one grab sample from the bottom of the pit for laboratory grain size analysis. Test pits shall be backfilled with stone at the end of the workday.
  - b. Monitoring depth of water in each pit. A field infiltration test will be performed consisting of an initial saturation and followed within 24 hours by a second infiltration in accordance with the City of Kansas City, Missouri green stormwater infrastructure specification Section 02956 Green Stormwater Infrastructure In-Situ Infiltrating Testing.
4. Geotechnical Report. A geotechnical report shall be prepared and shall discuss the

general soil and groundwater conditions underlying each site including depths to rock where encountered; present relevant engineering properties of the existing soils; provide results of the seepage investigation(s), provide excavation and earthwork recommendations including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.

5. As required, Public Works and Parks Department permit fees shall be obtained prior to drilling, and necessary temporary signage shall be printed and installed in coordination with the CITY. All costs shall be included in this task.

### **Deliverables**

- Submit an electronic copy of initial geotechnical report to CITY for review and comments. Revise the report to address review comments. The final geotechnical report shall be sealed and signed by the geotechnical engineer of record.

### **Task 407. Utility Coordination**

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

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

### **Deliverables**

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

### **Task 408. Environmental Desktop Evaluation**

DESIGN PROFESSIONAL to perform a desktop assessment using a search of environmental regulatory databases (EDR), Sanborn® Maps, and historical aerial photographs. The results of the records search will be used as supporting information during evaluation of alternatives and for the selection of the preferred alternative.

1. The work is to be completed to determine whether additional environmental work is necessary for the final selected project design and to include potential costs in the budget.
2. The data to be referenced is provided by a third-party vendor and will not be independently verified.
3. Environmental Desktop Evaluation findings will be discussed at a monthly progress meeting, and decisions or directions based upon the findings documented in Meeting Minutes.
4. Desktop evaluation, along with decisions or directions based upon the findings, will be included in the Basis of Design Memorandum

### **TASK SERIES 500 DESIGN ALTERNATIVES EVALUATION**

DESIGN PROFESSIONAL shall develop and validate concept design alternatives through hydraulic and hydrologic model assessment, system and field investigation, and cost assessment, with the goal of maximizing typical year combined sewer overflow reduction and capture and treatment of stormwater through cost-effective integration of green infrastructure.

### **Task 501. Hydraulic Assessment**

1. DESIGN PROFESSIONAL shall utilize the existing combined sewer system model provided by the SSP Team to validate feasibility of concepts to meet project overflow reduction goals. The existing Smart Sewer hydraulic model is in InfoWorks ICM. All modifications to simulate implementation of overflow reduction controls shall be in accordance with the *Smart Sewer Program H&H Modeling Protocol* dated July 2019. The existing combined sewer model shall be used to perform the following tasks:
  - a. Determine existing conditions overflow characteristics at each diversion structure and flow split upstream of Outfall 085, 086, 089, and 090.
  - b. Simulate overflow reduction achieved from CSO control alternatives
  - c. Simulate dry-weather flow rates and velocities in combined sewers proposed for conversion to sanitary sewers.
2. DESIGN PROFESSIONAL shall separately analyze and size new stormwater collection systems with a continuous simulation, dynamic modeling software. The separate stormwater model shall be used to perform the following tasks:
  - a. Level of service for existing combined sewers proposed to be converted to storm sewers. If applicable, apply 2D modeling techniques to assess overland flow extents.
  - b. Stormwater collection system hydrology and hydraulics
  - c. Sizing/hydraulics of green infrastructure facilities
  - d. Determining discharge characteristics of outfalls to receiving stream
3. DESIGN PROFESSIONAL shall utilize continuous simulation dynamic modeling

software to simulate the Town Fork Creek open channel conditions resulting from implementation of proposed alternatives that would modify the existing channel conditions or geometry. The current effective FEMA model for the channel shall be obtained and modified to simulate the proposed conditions. Any resulting changes to the regulatory floodway or floodplain shall be determined and considered in analysis of alternatives.

### **Task 502. Alternative Analysis**

The DESIGN PROFESSIONAL shall conduct detailed evaluation of primary and alternative design concepts included in the Exhibit A to recommend the project design to meet or exceed overflow reduction goals within the project area. CSO controls to be evaluated include sewer separation, green infrastructure, in-line and off-line storage, and diversion structure consolidation and/or elimination. Alternative strategies to be developed include but are not limited to:

1. Stormwater Collection: Consider the extent of stormwater collection for effective reduction of overflows at Outfall 085, 086, 089, and 090.
2. Green Infrastructure: Consider green infrastructure both in-line and off-line of Town Fork Creek within Daniel Morgan Boone Park. Also consider green infrastructure opportunities within the stormwater collection system extents.
3. Consider in-line combined sewer storage within the double box culvert upstream of Outfall 090. In-line storage would need to be designed so as not to restrict the capacity or raise the hydraulic grade line of the double box culvert beyond that of existing conditions. Also consider off-line combined sewer storage along the double box culvert or at other locations upstream of Outfall 090.
4. Consider moving or eliminating Diversion Structure 62 to eliminate double counting of combined sewer overflow from Outfalls 092 through 097.

### **Task 503. Green Infrastructure Assessment**

DESIGN PROFESSIONAL shall evaluate a centralized green infrastructure facility at Daniel Morgan Boone Park and other opportunity areas within the stormwater collection system extents to capture and treat 1.4 inches of rainfall from the tributary drainage area. Additionally, DESIGN PROFESSIONAL shall optimize green infrastructure facilities within project area in combination with Daniel Morgan Boone Park to meet project objectives. This Green Infrastructure evaluation shall include the following:

1. Prepare for and conduct a pre-screening review meeting with CITY. The purpose of the pre-screening review meeting will be to develop and refine a list of Green Infrastructure alternatives considered as potentially feasible for the project area along with potential limitations, challenges and benefits of their implementation. CITY shall provide DESIGN PROFESSIONAL with potential project area multi-benefit opportunities for consideration during this review. DESIGN PROFESSIONAL shall utilize the CITY of Kansas City Missouri's Green Stormwater Infrastructure manual (latest version) to develop alternatives.
2. Prepare concept level drawings and cost/benefit analysis for alternatives that provide at a minimum 1.4-inch capture volume. Identify institutional and regulatory barriers of the proposed concept solutions as well as possible resolutions.
3. Prepare for and conduct a screening meeting to discuss the green infrastructure concept evaluation and sizing. It is anticipated that the proposed concept will undergo

up to three (3) revisions based on CITY and stakeholder feedback. Provide a concept design rendering for the recommended green infrastructure concept. Additional green infrastructure alternatives meetings shall be performed under Optional Services upon authorization.

**Task 504. Alternatives Evaluation Workshop**

The DESIGN PROFESSIONAL will present a summary of the evaluation at an Alternatives Evaluation Meeting. The findings of the alternative evaluations including opinion of probable construction cost for each alternative will be presented. The meeting presentation materials will include a summary of the Alternatives Evaluation including:

1. Maps/Schematics of each Alternative
2. Proposed Sewer Separation Routing and Sizing
3. Envision™ evaluation for the major alternatives
4. Opinion of Probable Cost of each Alternative
5. Comparative CSO Removal Volumes and estimated percent capture of wet weather flow.
6. An advantages/disadvantages/risks assessment summary table
7. Recommendation of Alternative for advancement to preliminary design.

**Task 505. Alternative Evaluation Technical Memorandum**

Upon completion of the design workshop DESIGN PROFESSIONAL shall submit an Alternatives Evaluation Technical Memorandum (TM) describing the evaluated alternatives. At a minimum, the TM shall include the following:

1. Executive Summary, introduction and discussion of how the project meets the performance criteria of the CITY's Smart Sewer Program and Federal Consent Decree
2. Existing system description
3. Flow schematic with tributary areas for diversion structures and outfalls for storm, combined, and separate sanitary sewers
4. Description of the alternatives considered to meet the Smart Sewer Program requirements and Federal Consent Decree and other CITY criteria
5. Advantages/disadvantages/risks assessment summary table including risks associated with environmental data from desktop evaluation
6. Comparative risks or difficulties related to permitting of the alternatives
7. Conceptual improvement schematics for each alternative
8. Modeling analysis and results including cost per gallon of CSO overflow reduction, by diversion structure and outfall
9. Modeling analysis and results of the impacts to Town Fork Creek FEMA flood elevations
10. Rehabilitation recommendations for each alternative
11. Comparative risks or difficulties related to easement/property needs for each alternative
12. Green Infrastructure evaluation and concept renderings
13. Envision™ evaluation
14. Opinion of probable construction costs for each alternative. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards
15. Recommendations for alternatives to be carried into preliminary and final design

CITY/SSP Team will review the Alternatives Analysis TM and provide written comments to the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall provide a final Alternatives

Evaluation TM incorporating comments received.

### **Deliverables**

- DRAFT and FINAL electronic copies of Alternatives Analysis TM

## **TASK SERIES 600 PRELIMINARY (30%) DESIGN**

### **Task 601. Public Infrastructure Coordination**

To achieve a holistic approach in design and implementation of public improvements, the DESIGN PROFESSIONAL shall assist in coordinating and collaborating on planned improvements by other CITY departments and to reasonably integrate those improvements (with appropriate funding) within the extents of the project. The intent of this task is to plan for coordination beyond the project that includes social, economic and environmental benefit. Cost estimates for such improvements shall be tracked separately from baseline project. DESIGN PROFESSIONAL shall support the CITY in evaluating the following information (as available):

- Planned KC Water projects including but not limited to water main replacement.
- Planned Public Works' projects including but not limited to roadway, curb & gutter, sidewalk improvements and streetlights.
- Planned development projects.
- Any department specific requirements based on the selected alternative (KC Water, KC Public Works, KC Parks)

DESIGN PROFESSIONAL shall include recommended public infrastructure opportunities in the Basis of Design Memorandum. Department specific requirements will be provided by CITY to DESIGN PROFESSIONAL during Preliminary Design for incorporation into the deliverable.

### **Task 602. Basis of Design Memorandum**

DESIGN PROFESSIONAL shall submit a Basis of Design Memorandum (BDM) describing the preferred alternative recommendation for design. DESIGN PROFESSIONAL shall provide documentation of key design parameters that can be used for future reference. The BDM shall include the following at a minimum:

1. Executive summary
2. Introduction and discussion of how the project meets the performance criteria of the CITY's Overflow Control Plan (OCP) and Federal Consent Decree
3. Existing system description
4. Flow schematic with tributary areas for diversion structures and outfalls for storm, combined, and separate sanitary sewers
5. Smoke and dye testing summary
6. Summary of alternative analysis, green infrastructure analysis, and recommended alternative (include Alternative Analysis TM as an appendix)
7. Risk assessment summary table for design, construction, and operation and maintenance of preferred alternative

8. Suspected environmental issues from desktop evaluation as it relates to preferred alternative
9. Key design criteria for new facilities
10. Overall schematic map(s) for recommended improvements
11. Sewer and manhole rehabilitation recommendations
12. Potential water main relocations, utility conflicts, and other public infrastructure opportunities
13. Detailed description including maps of ROW acquisition needs
14. Envision<sup>TM</sup> evaluation
15. Opinion of probable construction costs for preferred alternative, consistent with AACE standards, Class 4 estimates.
16. Recommended alternative with detailed information used for design or to make decisions about changes during construction including
  - a. Design storm criteria
  - b. Tributary subsystem runoff calculations and factors
  - c. Soils and geotechnical information including infiltration testing and anticipated drain rates of selected green infrastructure alternative(s)
  - d. Storage volumes above and below ground for green infrastructure or CSO storage (if applicable)
  - e. CSO flow and volume contributions by diversion structure and overflow
  - f. Operation and maintenance considerations
  - g. Detailed cost information and assumptions.
17. Plan for phased implementation of projects including alternative project delivery recommendation in coordination with CITY based on budget projections, construction sequence, and operation of businesses, CITY facilities and institutions within the project area. DESIGN PROFESSIONAL shall consider site stabilization needed for proper implementation of select green infrastructure facilities.
18. Public and stakeholder engagement feedback including specific details on how the feedback was considered in the recommendation.

**Task 603. Preliminary Design (30%) Drawings**

DESIGN PROFESSIONAL shall prepare Preliminary Design drawing submittal for review by the CITY/SSP Team. Drawings shall at a minimum include the following:

1. Cover Sheet meeting KC Water standards
2. Sheet Layout Map sheet
3. Survey Horizontal and Vertical Control Sheet
4. Demolition Sheets
5. Plan and Profile Sheets
6. Green Infrastructure Preliminary Design Sheets
7. Plan view layouts of key structures

### **Deliverables**

- DRAFT and FINAL electronic copies of Basis of Design Memorandum
- Electronic copy of 30% Design drawings

### **Task 604. 30% Design Workshop**

CITY/SSP Team will review 30% plans and provide written comments to the DESIGN PROFESSIONAL. Within 14 days of receipt of comments the DESIGN PROFESSIONAL shall schedule a workshop to review comments on the BDM and drawings, as well as to discuss to discuss issues related to final design of the project. A final electronic copy of the BDM will be prepared incorporating comments received from the CITY/SSP Team.

(End of Scope of Services)

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

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

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

**B. General Requirements**

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

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

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

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

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

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

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

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

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

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

**ATTACHMENT C**

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

ATTACHMENT C - FEE ESTIMATE  
 GREEN INFRASTRUCTURE PROJECT 2-1: 63RD & PASEO/DMB PARK  
 CITY OF KANSAS CITY, WATER SERVICES DEPARTMENT  
 PROJECT NO. 81000916 CONTRACT NO. 1575

BLACK & VEATCH

| PHASE/Task<br>(Billing Rate, \$\$,Hr.)                               |      | Sr. Project Director | Project Manager   | Engineering Manager | Admin            | Sr Water Resources Manager | Sr. Civil Engineer | Design Engineer  | Civil Sr. Technician | Civil Technician | Civil Director/QC | Structural Director/QC | Structural Sr. Engineer | Structural Engineer |
|--|------|----------------------|-------------------|---------------------|------------------|----------------------------|--------------------|------------------|----------------------|------------------|-------------------|------------------------|-------------------------|---------------------|
|  |      | \$351.00             | \$205.00          | \$196.00            | \$94.00          | \$202.00                   | \$202.00           | \$125.00         | \$125.00             | \$94.00          | \$202.00          | \$208.00               | \$196.00                | \$140.00            |
| Task 100 PROJECT MANAGEMENT AND ADMINISTRATION                       | 0100 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 101 Project Management Services                                 | 0101 | 24                   | 60                | 60                  | 80               | 40                         | 40                 | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 102 Monthly Invoicing and Project Status Reports                | 0102 | 12                   | 24                | 24                  | 24               | 24                         | 24                 | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 103 Subconsultant Agreements and Administration                 | 0103 | 6                    | -                 | 24                  | 24               | 24                         | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 104 Project Kickoff Meeting                                     | 0104 | 8                    | 16                | 8                   | -                | 16                         | 16                 | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 105 Work Plan   | 0105 | 4                    | 8                 | 8                   | -                | 40                         | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 106 Monthly Progress Meetings (12 Months)                       | 0106 | 24                   | 72                | 48                  | -                | 48                         | 48                 | -                | -                    | -                | -                 | -                      | -                       | -                   |
| TASK SERIES 200 PUBLIC ENGAGEMENT                                    | 0200 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 201 Create Public Engagement Plan                               | 0201 | 2                    | 20                | 8                   | -                | 8                          | 4                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 202 Establish Working Group & Host Working Group Meeting        | 0202 | 8                    | 12                | 12                  | -                | 12                         | 2                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 203 Develop Project Webpage & Interactive Map                   | 0203 | -                    | 4                 | -                   | -                | -                          | 4                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 204 Develop Creative Assets                                     | 0204 | -                    | 4                 | -                   | -                | -                          | 4                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 205 Facilitate Public Meetings                                  | 0205 | 4                    | 12                | 12                  | -                | 12                         | 8                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| TASK SERIES 300 ENVISION SUSTAINABILITY                              | 0300 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 300 Envision Sustainability                                     | 0300 | 3                    | 14                | 8                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| TASK SERIES 400 FIELD INVESTIGATION AND DATA REVIEW                  | 0400 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 401 Review Existing Field Data, Reports, GIS                    | 0401 | -                    | 1                 | 16                  | -                | 6                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 402 Field Data Review   | 0402 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 403 Smoke Testing   | 0403 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 404 Dyed Water Testing  | 0404 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 405 Topography Survey   | 0405 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 406 Geotechnical Investigation                                  | 0406 | 1                    | 6                 | 24                  | -                | 8                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Sewer Separation Soil Borings (21 Borings)                           |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Street Core Samples (20 Samples)                                     |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Seepage Investigation (10 Sites)                                     |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Geotechnical Report  |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 407 Utility Coordination  | 0407 | 1                    | 8                 | 30                  | -                | 17                         | 42                 | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Identification and Contact with all Utilities                        |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| SUE Level C and D  |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Communication with Effected Utilities                                |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Determine SUE Level for Design and Establish Plan                    |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Potholing of Utilities (30 potholes)                                 |      | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 408 Environmental Desktop Analysis                              | 0408 | -                    | 6                 | -                   | -                | -                          | 7                  | 20               | -                    | -                | -                 | -                      | -                       | -                   |
| TASK SERIES 500 DESIGN ALTERNATIVES EVALUATION                       | 0500 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 501 Hydraulic Assessment  | 0501 | -                    | 28                | 60                  | -                | 56                         | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 502 Primary Alternative Validation                              | 0502 | -                    | 12                | 15                  | -                | 25                         | 15                 | 30               | -                    | -                | -                 | -                      | -                       | -                   |
| Task 503 Alternative Concept Evaluation                              | 0503 | -                    | 42                | 40                  | -                | 42                         | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 504 Landscape Architecture Design                               | 0504 | -                    | 28                | -                   | -                | 28                         | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 505 Identification of Opportunities for Project Refinements and | 0505 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 506 Outside Funding Analysis                                    | 0506 | -                    | 6                 | -                   | -                | 160                        | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 507 Recommended Alternative Workshop                            | 0507 | 2                    | 17                | 36                  | 20               | 11                         | 11                 | 8                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 508 Project Implementation Plan                                 | 0508 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 509 Alternative Evaluation Technical Memorandum                 | 0509 | -                    | 8                 | 24                  | 40               | 24                         | 16                 | 20               | -                    | -                | -                 | -                      | -                       | -                   |
| TASK SERIES 600 PRELIMINARY (30%) DESIGN                             | 0600 | -                    | -                 | -                   | -                | -                          | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 601 Public Infrastructure Coordination                          | 0601 | 1                    | 28                | -                   | -                | 28                         | -                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| Task 602 Basis of Design Memo  | 0602 | 3                    | 42                | 88                  | 20               | 56                         | 84                 | 120              | 20                   | 40               | 6                 | 2                      | 4                       | 24                  |
| Task 603 Preliminary Design (30%) Drawings                           | 0603 | 3                    | 28                | 80                  | 60               | 56                         | 84                 | 40               | 20                   | 40               | 6                 | 4                      | 16                      | 40                  |
| Task 604 Preliminary Design (30%) Workshop                           | 0604 | 3                    | 6                 | 8                   | -                | 6                          | 6                  | -                | -                    | -                | -                 | -                      | -                       | -                   |
| <b>Total, Hours</b>  |      | <b>109</b>           | <b>512</b>        | <b>633</b>          | <b>268</b>       | <b>747</b>                 | <b>415</b>         | <b>238</b>       | <b>40</b>            | <b>80</b>        | <b>12</b>         | <b>6</b>               | <b>20</b>               | <b>64</b>           |
| <b>Total, Billings</b>   |      | <b>\$ 38,259</b>     | <b>\$ 104,960</b> | <b>\$ 124,068</b>   | <b>\$ 25,192</b> | <b>\$ 150,894</b>          | <b>\$ 83,830</b>   | <b>\$ 29,750</b> | <b>\$ 5,000</b>      | <b>\$ 7,520</b>  | <b>\$ 2,424</b>   | <b>\$ 1,248</b>        | <b>\$ 3,920</b>         | <b>\$ 8,960</b>     |

| Water Res Director/QC | Water Res Sr. Engineer | Modeler    | Water Res Sr. Scientist | Water Resources Engineer | ENV Specialist | BIM Manager | BIM Sr Technician | GIS Sr. Professional | Estimator Director/QC | Sr. Estimator | Estimator | Finance   | Sr. Project Controls | Project Controls | HC Civil Director/QC | HC Civil Sr. Engineer | SUBTOTAL, Hours |
|-----------------------|------------------------|------------|-------------------------|--------------------------|----------------|-------------|-------------------|----------------------|-----------------------|---------------|-----------|-----------|----------------------|------------------|----------------------|-----------------------|-----------------|
| \$233.00              | \$242.00               | \$165.00   | \$112.00                | \$125.00                 | \$174.00       | \$180.00    | \$125.00          | \$187.00             | \$233.00              | \$202.00      | \$187.00  | \$109.00  | \$193.00             | \$128.00         | \$342.00             | \$214.00              |                 |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 304             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | 80        | 4                    | 80               | -                    | -                     | 296             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | 40        | -                    | -                | -                    | -                     | 118             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 64              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 60              |
| -                     | 12                     | 24         | 48                      | 48                       | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 372             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | 40                   | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 82              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 46              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 8               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 8               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 48              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | 80             | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 105             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | 1                      | 20         | 40                      | 12                       | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 96              |
| -                     | 7                      | 30         | -                       | -                        | -              | -           | -                 | 20                   | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 57              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | 40                   | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 40              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | 20                   | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 20              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | 1                    | 20                    | 60              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | 4                    | 40                    | 44              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 98              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 33              |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| 40                    | 84                     | 200        | 270                     | 120                      | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 858             |
| 4                     | 16                     | 60         | 160                     | 80                       | -              | -           | -                 | -                    | 3                     | 12            | 30        | -         | -                    | -                | -                    | -                     | 462             |
| 4                     | 24                     | 120        | 220                     | 160                      | -              | -           | -                 | -                    | 6                     | 24            | 60        | -         | -                    | -                | -                    | -                     | 742             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 56              |
| -                     | 2                      | 20         | 40                      | 20                       | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 82              |
| -                     | 2                      | 80         | 80                      | 40                       | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 368             |
| -                     | 6                      | 40         | 60                      | 4                        | -              | -           | -                 | 20                   | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 235             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | 24         | 40                      | 40                       | -              | -           | -                 | 20                   | 4                     | 16            | 12        | -         | -                    | -                | -                    | -                     | 288             |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | -               |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 57              |
| -                     | 6                      | 40         | 80                      | 40                       | -              | -           | -                 | 20                   | 8                     | 16            | 40        | -         | -                    | -                | -                    | 40                    | 799             |
| -                     | 3                      | 40         | 80                      | 40                       | -              | 80          | 320               | -                    | 4                     | 24            | 40        | -         | -                    | -                | -                    | -                     | 1,108           |
| -                     | -                      | -          | -                       | -                        | -              | -           | -                 | -                    | -                     | -             | -         | -         | -                    | -                | -                    | -                     | 29              |
| 48                    | 163                    | 698        | 1,118                   | 604                      | 80             | 80          | 320               | 180                  | 25                    | 92            | 182       | 120       | 4                    | 80               | 5                    | 100                   | 7,043           |
| \$ 11,184             | \$ 39,446              | \$ 115,170 | \$ 125,216              | \$ 75,500                | \$ 13,920      | \$ 14,400   | \$ 40,000         | \$ 33,660            | \$ 5,825              | \$ 18,584     | \$ 34,034 | \$ 13,080 | \$ 772               | \$ 10,240        | \$ 1,710             | \$ 21,400             |                 |

| SUBTOTAL, Billings \$ | Travel/Per Diem Expenses | Major Reproduction Expenses | SUBTOTAL, EXPENSES | SUBCONTRACTS |          |           |            |            |            |            |         |            | SUBTOTAL, SUBCONTRACTS | TOTAL Billings |
|-----------------------|--------------------------|-----------------------------|--------------------|--------------|----------|-----------|------------|------------|------------|------------|---------|------------|------------------------|----------------|
|                       |                          |                             |                    | Confluence   | Tetrtech | Parson    | TSI        | Vireo      | TREKK      | SE3        | McCurdy | T&B        |                        |                |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ -           |
| \$ 56,164             | \$ -                     | \$ -                        | \$ -               | \$ 14,000    |          |           |            |            |            | \$ 5,000   |         | \$ 562     | \$ 19,562              | \$ 75,726      |
| \$ 45,520             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         | \$ 744     | \$ 744                 | \$ 46,264      |
| \$ 18,274             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ 18,274      |
| \$ 14,120             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            | \$ 2,000   |         | \$ 1,400   | \$ 3,400               | \$ 17,520      |
| \$ 12,692             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            | \$ 2,000   |         |            | \$ 2,000               | \$ 14,692      |
| \$ 70,224             | \$ 250                   | \$ -                        | \$ 250             |              |          | \$ 5,000  |            | \$ 5,000   | \$ 2,000   | \$ 5,000   |         | \$ 2,050   | \$ 19,050              | \$ 89,524      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ -           |
| \$ 16,274             | \$ -                     | \$ -                        | \$ -               | \$ 4,750     |          | \$ 7,500  |            |            |            |            |         |            | \$ 12,250              | \$ 28,524      |
| \$ 10,448             | \$ -                     | \$ -                        | \$ -               | \$ 3,000     |          | \$ 5,000  |            |            |            |            |         |            | \$ 8,000               | \$ 18,448      |
| \$ 1,628              | \$ -                     | \$ -                        | \$ -               | \$ 3,500     |          | \$ 5,500  |            |            |            |            |         |            | \$ 9,000               | \$ 10,628      |
| \$ 1,628              | \$ -                     | \$ -                        | \$ -               | \$ 9,000     |          | \$ 15,000 |            |            |            |            |         |            | \$ 24,000              | \$ 25,628      |
| \$ 10,256             | \$ 500                   | \$ 4,000                    | \$ 4,500           | \$ 12,500    |          | \$ 20,000 |            |            |            |            |         |            | \$ 32,500              | \$ 47,256      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ -           |
| \$ 19,411             | \$ -                     | \$ -                        | \$ -               | \$ 5,500     |          |           |            | \$ 30,000  |            |            |         |            | \$ 35,500              | \$ 54,911      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ -           |
| \$ 14,075             | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 20,000  |            |            |         |            | \$ 20,000              | \$ 34,075      |
| \$ 10,384             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            | \$ 75,000  |            |         |            | \$ 75,000              | \$ 85,384      |
| \$ 7,480              | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 40,000  |            |            |         |            | \$ 40,000              | \$ 47,480      |
| \$ 3,740              | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 36,000  |            |            |         |            | \$ 36,000              | \$ 39,740      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         | \$ 200,000 | \$ 200,000             | \$ 200,000     |
| \$ 12,523             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ 12,523      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           | \$ 90,000  |            |            |            |         |            | \$ 90,000              | \$ 90,000      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           | \$ 30,000  |            |            |            |         |            | \$ 30,000              | \$ 30,000      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           | \$ 78,000  |            |            |            |         |            | \$ 78,000              | \$ 78,000      |
| \$ 9,928              | \$ -                     | \$ -                        | \$ -               |              |          |           | \$ 25,000  |            |            |            |         |            | \$ 25,000              | \$ 34,928      |
| \$ 19,789             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ 19,789      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 5,000   |            |            |         |            | \$ 5,000               | \$ 5,000       |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 5,000   |            |            |         |            | \$ 5,000               | \$ 5,000       |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 5,000   |            |            |         |            | \$ 5,000               | \$ 5,000       |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 50,000  |            |            |         |            | \$ 50,000              | \$ 50,000      |
| \$ 5,144              | \$ -                     | \$ -                        | \$ -               |              |          |           |            | \$ 30,000  |            |            |         |            | \$ 30,000              | \$ 35,144      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ -           |
| \$ 136,700            | \$ 250                   | \$ -                        | \$ 250             |              |          |           |            |            |            |            |         |            | \$ -                   | \$ 136,950     |
| \$ 68,587             | \$ -                     | \$ -                        | \$ -               | \$ 15,000    |          |           | \$ 5,000   |            |            |            |         |            | \$ 20,000              | \$ 88,587      |
| \$ 113,580            | \$ -                     | \$ -                        | \$ -               | \$ 15,000    |          |           |            | \$ 10,000  | \$ 5,000   |            |         |            | \$ 30,000              | \$ 143,580     |
| \$ 11,396             | \$ -                     | \$ -                        | \$ -               | \$ 75,000    |          |           |            | \$ 10,000  |            |            |         |            | \$ 85,000              | \$ 96,396      |
| \$ 10,764             | \$ -                     | \$ -                        | \$ -               | \$ 25,000    |          |           |            |            |            |            |         |            | \$ 25,000              | \$ 35,764      |
| \$ 61,194             | \$ 250                   | \$ 1,000                    | \$ 1,250           | \$ 25,000    |          |           |            |            |            |            |         |            | \$ 25,000              | \$ 87,444      |
| \$ 37,579             | \$ -                     | \$ 1,000                    | \$ 1,000           | \$ 10,000    |          | \$ 20,000 |            |            | \$ 5,000   |            |         |            | \$ 35,000              | \$ 73,579      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               | \$ 10,000    |          |           |            | \$ 15,000  | \$ 5,000   |            |         |            | \$ 30,000              | \$ 30,000      |
| \$ 44,272             | \$ -                     | \$ 1,000                    | \$ 1,000           | \$ 20,000    |          | \$ 15,000 |            |            |            |            |         |            | \$ 35,000              | \$ 80,272      |
| \$ -                  | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ -           |
| \$ 11,747             | \$ -                     | \$ -                        | \$ -               |              |          |           |            |            |            |            |         |            | \$ -                   | \$ 11,747      |
| \$ 130,991            | \$ 250                   | \$ 1,000                    | \$ 1,250           | \$ 25,000    |          |           |            |            | \$ 25,000  | \$ 40,000  |         |            | \$ 90,000              | \$ 222,241     |
| \$ 167,379            | \$ -                     | \$ -                        | \$ -               | \$ 125,000   |          |           | \$ 5,000   |            | \$ 55,000  | \$ 35,000  |         | \$ 30,000  | \$ 250,000             | \$ 417,379     |
| \$ 6,275              | \$ -                     | \$ -                        | \$ -               | \$ 12,500    |          |           |            |            |            |            |         |            | \$ 12,500              | \$ 18,775      |
| \$ 1,160,166          | \$ 1,500                 | \$ 8,000                    | \$ 9,500           | \$ 409,750   | \$ -     | \$ 93,000 | \$ 233,000 | \$ 100,000 | \$ 263,000 | \$ 164,000 | \$ -    | \$ 234,756 | \$ 1,497,506           | \$ 2,667,172   |

OPTIONAL SERVICES \$ 482,828  
TOTAL CONTRACT \$ 3,150,000

**ATTACHMENT D**  
**UNIT COSTS**

## ATTACHMENT E

### 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 F**

## **HRD DOCUMENTS**

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



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 |
|------------------------------------|----------------------------|---------------------|------------------|---------------------|
| _____                              | _____                      | _____               | _____            | _____               |
| _____                              | _____                      | _____               | _____            | _____               |
| _____                              | _____                      | _____               | _____            | _____               |
| _____                              | _____                      | _____               | _____            | _____               |
| _____                              | _____                      | _____               | _____            | _____               |
| _____                              | _____                      | _____               | _____            | _____               |
| _____                              | _____                      | _____               | _____            | _____               |
| <b>TOTAL MBE \$ / TOTAL MBE %:</b> |                            | \$ _____            |                  | _____ %             |

**WBE FIRMS:**

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

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

\*\*“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See 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: <input type="checkbox"/> |
| Updated LOI: <input type="checkbox"/>  |

Project Name/Title \_\_\_\_\_

Project Location/Number \_\_\_\_\_

**PART I:** Prime Contractor \_\_\_\_\_ agrees to enter into a contractual agreement with M/W/DBE/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: \_\_\_\_\_







# 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)** \_\_\_\_\_

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

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

2. I hereby request that the Director of 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:

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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



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 H**

Truth-In-Negotiation Certificate

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

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

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

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

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

**Attachment I**

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

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

STATE OF MISSOURI     )

) ss.

COUNTY OF             )

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

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

\_\_\_\_\_

Signature of affiant

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

\_\_\_\_\_

Notary Public

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

# ATTACHMENT J

## 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<br>Contact Name and Email | Address<br>Phone No. and Fax No.          |
|-----|--|---|
| 1.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 2.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 3.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 4.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 5.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 6.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 7.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 8.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 9.  | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |
| 10. | Name: _____<br>Email: _____            | Address: _____<br>Phone: _____ Fax: _____ |

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

# **ATTACHMENT K**

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

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

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

**Design Professional/Contractor:**

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

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

**Instructions to Design Professional/Contractor:**

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

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

**Contractor:**

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

**Kansas City:**

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