

**DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000710/CONTRACT NO. 1187
WESTIDE FACILITY PLAN
WATER SERVICES DEPARTMENT**

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

**PART I
SPECIAL TERMS AND CONDITIONS**

Sec. 1. Project description.

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

The services to be provided under this Agreement are to rehabilitate and expand the Westside Wastewater Treatment Plant. The design will include providing 32 MGD of wet weather treatment, biosolids disposal upgrades and other plant improvements.

The project consists of conceptual, preliminary and final design of the improvements at the Westside WWTP and upstream locations as necessary.

The Design Professional Scope of Services may include construction phase services.

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

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

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

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$3,799,056.00, as follows:
1. \$2,158,752.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$1,290,304.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of three hundred fifty thousand dollars (\$350,000) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

Terry Leeds, Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0528

Facsimile: (816) 513-0288

E-mail address: terry.leeds@kcmo.org

Design Professional:

Carollo Engineers, Inc.
Contact: Pat McCole
903 E. 104th Street #320
Kansas City, MO 64131
Phone: (816) 289-4886
E-mail address: PMcCole@carollo.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

- Attachment A – Scope of Services (See Exhibit B)**
- Attachment B – Electronic Data Requirements**
- Attachment C – Engineering Fee Summary and Schedule of Position Classifications**
- Attachment D - Licensed Geographical Information System Data**

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Truth-In-Negotiation Certificate

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

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

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

Attachment I– Non-Construction Subcontractors Listing

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

Sec. 11. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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

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: Patrick M. McCole

Name: Patrick M. McCole

Title: SR VP

Garrett Sheehan
Associate VP

KANSAS CITY, MISSOURI

Date: 2/23/17

By: Terry Leeds

Name: Terry Leeds

Title: Director of Water Services

Approved as to form:

[Signature]

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.

by [Signature] 2-27-17
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

Section 24. Truth-In-Negotiation Certificate

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

Section 25. Consent Decree Project

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the

Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

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

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

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

EXHIBIT B

BASE SCOPE OF SERVICES

Design Professional: Carollo Engineers
Owner: City of Kansas City, Missouri
Project: Westside Facility Plan
Contract No: 1187

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to develop a Facility Plan for the Westside Wastewater Treatment Plant (WWTP) and to implement wet weather treatment facilities.

The Project. The Water Services Department (WSD) of Kansas City, Missouri (CITY) intends to undertake a Facility Plan for the Westside WWTP, which is located at 1849 Woodswether Road in Kansas City, Missouri. The Facility Plan will include wet weather treatment required by Kansas City, Missouri's Overflow Control Program and facility upgrades recommended by the Kansas City, Missouri's Wastewater System Master Plan. The CITY is contracting with DP to provide the necessary design professional engineering services.

- A. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL (DP) and its subconsultants and subcontractors when designing improvements included in the Consent Decree, such as wet weather treatment.
- B. Background Information.
1. The CITY, acting through the WSD, is undertaking a portion of this Project as mandated by the Federal Consent Decree to prepare design documents for the WORK, which includes the addition of 32 million gallons per day (mgd) of wet weather treatment plant capacity to the Westside WWTP.
 2. The CITY is undertaking the Project to also improve the solids handling facilities at the Westside WWTP.
 3. The CITY is undertaking the Project to develop a Facility Plan for the Westside WWTP based upon WSD's Wastewater System Master Plan. The Wastewater System Master Plan, the as-built plant drawings, and other process reports and data will be made available to the DP.
 4. The CITY defines a Facility Plan as having less design detail than a Conceptual Design (10% percent design completion).

- C. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Westside WWTP.
- D. Coordination. The DP shall coordinate with the Army of Corps of Engineers, railroads, and other utilities and agencies as required to complete the WORK. The DP will be required to coordinate its design with the CITY's Overflow Control Program (OCP), other DPs, and contractors involved in ongoing projects, such as the OCP in-line storage projects and the Wastewater System Master Plan.
- E. General Description of Activities. The Basic Scope of Services (the WORK) to be performed by the DP consists of professional engineering services:

DP shall provide conceptual, preliminary, and final design phase services for the following improvements:

1. 32 mgd of wet weather treatment capacity designed to treat wet weather flows exceeding the plant's peak dry weather capacity (approximately 40 mgd). An additional expansion of 32 mgd (104 mgd total capacity) shall also be considered for a future phase II of wet weather treatment capacity.
2. A 32 mgd of additional disinfection capacity using sodium hypochlorite for disinfection and sodium bisulfite for dechlorination. An additional expansion of 32 mgd shall also be considered for a future Phase II.
3. 32 mgd of effluent pump station capacity with the ability to expand to 64 mgd of effluent pump station capacity. DP will also develop a means to remove the effluent pumps from the existing pump station.
4. New diversion structures and piping to accommodate the additional 32-64 mgd of plant wet weather treatment capacity.
5. Secondary Clarifier Corner repair/ flotation prevention.

DP shall provide facility planning services for the following plant improvements:

1. Odor control facilities.
2. Replace existing aeration with blowers and diffusers.
3. Expand headworks facilities from 40 mgd to 72-104 mgd.
4. Upgrade and replace existing electrical equipment, including but not limited to MCCs and switchgear.
5. Upgrades necessary to meet future anticipated ammonia and nutrient limits.
6. Automation of existing and new gates and valves along with necessary sensors and variable frequency drives to allow for remote control of the facility, including connection to SCADA and necessary SCADA upgrades.
7. Structural repairs of the existing plant facilities, including the aerated grit systems, ground water relief valves, hand railing, walkways, channels, and other repairs necessary per DP's evaluation and WSD's Wastewater System Master Plan.
8. Replacement of plant piping, pumps, sensors, gates, valves, motors, actuators, HVAC equipment and other equipment as necessary per DP's evaluation and WSD's Wastewater System Master Plan.

9. Repair or replacement of existing site lighting, including all exterior lighting on building envelopes.
10. Identify and define the NFPA Classification for various WWTP unit processes, buildings and areas.
11. Provide new solids handling facilities at/for Westside WWTP.

DP shall also perform a utility survey, soil borings as necessary, and GIS mapping of known and discovered underground structures and piping per WSD standards in an ArcGIS 10.0 geodatabase, including integration into the existing database.

F. Project Needs/Goals

1. DP will provide conceptual, preliminary, and final design services for wet weather improvements at Westside WWTP.
2. DP will provide conceptual design services for solids pumping/handling for the Westside WWTP. DP will investigate the following options: 1) conveying solids to UG/KCK's Kaw Point WWTP, 2) on-site dewatering, and 3) one additional concept developed by the DP.
3. DP will prepare a recommendation for possible phasing of plant improvements taking into account that the wet weather improvements have Consent Decree schedule completion requirements and need to have priority over the other improvements.
4. DP will develop a conceptual (10%) design for the wet weather treatment improvements. Wet weather treatment technologies the DP will consider are compressible media filters, sand ballasted flocculation, sludge ballasted flocculation, chemical enhanced primary treatment, cloth media filtration, magnetite ballasted flocculation, expansion of the secondary treatment capacity, and other possible technologies that the DP recommends for CITY's approval.
5. DP will develop a facility plan for other future plant improvements and repairs identified in WSD's Wastewater System Master Plan.
6. Preliminary design of plant improvements will be based upon the conceptual design completed by DP and approved by City.
7. DP will use web-based Aconex document management system provided by the City.

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

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Site Investigation, General Review & Conceptual Design (10% Design Completion)
3. Task Series 300 - Envision™ Sustainability Design
4. Task Series 400 - Public OUTREACH
5. Task Series 500 - Preliminary Design (30%)
6. Task Series 600 - Develop Construction Contract Documents

7. Task Series 700 - Bid Phase Services

- H. **Explicit Responsibilities.** The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- I. **Construction Procurement.** Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents will be developed for construction of wet weather treatment facilities by a single general contractor.
- 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 DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable operations and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. DP will complete Task Series 200 within 170 calendar days following the City's issuance of a Notice to Proceed to DP.
2. Task Series 500 within 270 calendar days following the City's issuance of a Notice to Proceed.
3. Task Series 300, 400, and 600 within 390 calendar days following the CITY's issuance of a Notice to Proceed
4. Task Series 700 within 480 days following the CITY's issuance of a Notice to Proceed.
5. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 480 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

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

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

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.

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. Each invoice by DP and subcontractors shall be broken down by each Task Series. 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 DP, 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 DP'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 Human Relations Department.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, cost loaded schedule, expected MBE/WBE utilization 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 seven (7) days after the meeting date.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.
 - b. A summary of the Project's scope of services.
 - c. Detailed cost-loaded schedule for performance of all work.
 - d. Sustainable planning and design goals, objectives and processes.
 - e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan, an electronic PDF file including a Gantt chart, and an electronic copy of the work plan in Microsoft Project and/or Primavera 8, within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

Participate in up to 16 (sixteen) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Item and Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY three (3) days prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - SITE INVESTIGATION, GENERAL REVIEW & CONCEPTUAL DESIGN (10% DESIGN COMPLETION)

Task 201 Reviewing Existing Documents and Site Survey

Perform a compilation and review of pertinent existing documents including but not limited to: Consent Decree, scanned as-built drawings, hard copy as-built drawings, and other sources provided by the CITY. DP will perform a preliminary survey of the proposed work site(s) with CITY staff. DP will then perform a Utility Survey of CITY property around the Westside WWTP protected by the flood wall or in the area of the proposed work. The Utility Survey will verify the location of existing utilities, process piping owned by City and others, and other discoverable conflicts in the work areas, in particular along Woodswether road.

Task 202 Geotechnical Investigations

Conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations/opinion of the probable soils to be encountered. DP may make use of previous geotechnical reports. The geotechnical investigations will be sufficient to complete detailed design of the wet weather treatment improvements. The results of the geotechnical investigations shall be prepared in a report.

Report - A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for 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. Submit four (4) copies of initial geotechnical report to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Conceptual Design Memorandum. The final geotechnical report will be submitted in both PDF and TIF formats.

Task 203 Field Review Meeting

Conduct an on-site field review meeting with CITY staff. This meeting is to be held following completion of the geotechnical field investigations. The purpose of the meeting is to review existing conditions to confirm previous investigations.

Task 204 Evaluate Alternative Treatment Processes for Wet Weather Capacity

Evaluate wet weather treatment processes for use at the Westside WWTP. Unit processes to be considered will include compressible media filtration (CMF), ballasted (sand, magnetite, or sludge) flocculation, cloth media filters, chemical enhanced primary treatment (CEPT), expansion of the secondary treatment process capacity and any other unit process that the DP recommends with CITY approval. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), operational complexity, sustainability, land use, and other relevant criteria. Evaluation will be compiled into the Conceptual Design Technical

Memorandum and presented to the CITY. Conceptual Design Technical Memorandum shall include schematic drawings showing the general arrangement of the facilities on the available land along with known future work.

Task 205 Facility Plan and Conceptual Design Technical Memorandum

Evaluate alternative processes for the rehabilitation and upgrade of plant facilities using the Wastewater System Master Plan and CITY recommendations as a starting point. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), operational complexity, sustainability, land use, and other relevant criteria. For plant improvements taken to final design, the evaluation will be compiled into a Conceptual Design Technical Memorandum and presented to the CITY. Conceptual Design Technical Memorandum shall include schematic drawings showing the general arrangement of the facilities on the available land along with known future plant improvements. Three alternatives (two CITY- chosen alternatives and one alternative recommended by DP) will be evaluated. The remaining plant improvements and repairs identified in the City’s Wastewater System Master Plan shall be evaluated and included in a Facility Plan, which will be a lower level of detail than the Conceptual Design Technical Memorandum. Facility plan evaluations will include three alternatives (two CITY- chosen alternatives and one recommended by DP).

Prepare a Conceptual Design Technical Memorandum that documents site assessments, utility surveys, existing drawings, all other known reference materials, and alternatives evaluations. At a minimum, the Conceptual Design Technical Memorandum shall include the following: executive summary, introduction, description of the alternatives considered to meet the Project requirements, advantages/disadvantages/risks summary table, conceptual improvement drawings and schematics for each alternative, opinion of probable construction costs for each alternative and recommendation for advancement to preliminary design. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards.

Where feasible, environmentally sustainable design considerations shall be included in the Facility Plan and Conceptual Design Technical Memorandum to identify sustainable design opportunities for the project.

Submit three (3) copies of the Conceptual Design Technical Memorandum, (3) copies of the Facility Plan, and a single electronic file in portable document format (PDF) of both reports for WSD review.

Task 206 Presentation and Summary of Facility Plan and Conceptual Design Technical Memorandum

After submission of the Conceptual Design Technical Memorandum and Facility Plan, DP shall present their findings in two meetings. The first presentation will be for the Wastewater Treatment Division (WWTD) staff and OCP Team. After WWTD’s comments are incorporated, the second presentation will take place and shall include Engineering, the OCP Team, and WSD management. The Conceptual Design Technical Memorandum and Facility Plan will be revised to reflect the comments obtained.

At this stage, the estimated percent complete of the Conceptual Design Technical Memorandum, by discipline, is as follows:

Discipline	Percent Complete
Civil	10
Structural	10
Architectural	10
Mechanical/Process	20
HVAC	10
Plumbing	0
Electrical	5
Instrumentation and Controls	5

Submit three (3) copies of the final Conceptual Design Technical Memorandum and a single electronic file in portable document format (PDF).

Task 207 Develop Draft Project Phasing Plan

Develop draft phasing plan for construction of the plant improvements contained in the Facility Plan and the Conceptual Design Technical Memorandum chosen by CITY. Plan shall consist of two or more construction phases under separate construction contracts, if recommended, in collaboration with the CITY, taking into account constructability.

Task 208 Assistance with Property Acquisition

Provide property acquisition assistance, easement preparation assistance, and Phase I environmental site assessment services associated with the purchase of property necessary for the implementation of wet weather treatment facilities. Phase II environmental site assessment will be authorized as an Optional Service under this agreement.

TASK SERIES 300 - ENVISION™ SUSTAINABILITY DESIGN

Task 301 Envision™ Credits

The DP shall include a summary of the applicable Envision™ credits in the Conceptual Design Technical Memorandum, the Preliminary Design Basis of Design Memorandum, and updated Basis of Design Memorandum. The reported Envision™ credits from the conceptual design, preliminary design, and final design shall be confirmed and updated to meet the Project credit sustainability goals. For ease of reference by the CITY and the DP, Envision™ credits are broken out into different classes: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope of Services.

The DP shall first provide an initial score for each of the following Foundation Credits; then, DP shall review and confirm the strategies and methodology with which the Envision™ foundation credits can be applied from conceptual design through final design. The Foundation Credit sustainability goal for this Project is 168 points.

- QL1.1 Improve community quality of life

- QL1.2 Stimulate sustainable growth and development
- QL1.3 Develop local skills and capabilities
- QL2.6 Improve site accessibility, safety and wayfinding
- LD1.1 Provide effective leadership and commitment
- LD1.2 Establish a sustainability management system
- LD1.3 Foster collaboration and teamwork
- LD1.4 Provide for stakeholder involvement
- LD2.2 Improve infrastructure integration
- LD3.1 Plan for long-term monitoring and maintenance
- LD3.2 Address conflicting regulations and policies
- LD3.3 Extend useful life
- RA3.1 Protect fresh water availability
- RA3.3 Monitor water systems
- NW1.1 Preserve prime habitat
- NW1.5 Preserve floodplain functions
- NW2.1 Manage stormwater
- NW2.3 Prevent surface and groundwater contamination
- NW3.2 Control invasive species
- NW3.3 Restore disturbed soils
- CR2.1 Assess climate threat

During the conceptual design phase, the DP shall first identify Envision™ credits from the following list of Project Credits to implement on this Project. Throughout the design process, the DP shall then review and confirm the strategies and methodologies with which the Envision™ project credits can be applied and met. The DP shall select ONLY those credits from the list below that are relevant to the Project. The DP shall update or assign an initial score for each selected credit. The Project Credit sustainability goal for this Project is 14 points.

- QL2.1 Enhance public health and safety
- QL2.2 Minimize noise and vibration
- QL2.3 Minimize light pollution
- QL3.1 Preserve historic and cultural resources
- QL3.2 Preserve views and local character
- QL3.3 Enhance public space
- LD2.1 Pursue by-product synergy opportunities
- RA1.3 Use recycled materials
- RA1.4 Use regional materials
- RA1.5 Divert waste from landfills
- RA1.6 Reduce excavated materials taken off site
- RA2.1 Reduce energy consumption
- RA2.2 Use renewable energy
- RA2.3 Commission and monitor energy systems
- RA3.2 Reduce potable water consumption
- NW1.7 Preserve Greenfields
- CR2.2 Avoid traps and vulnerabilities

The DP shall also identify additional Specialized Credits, if any, from the following list of Envision™ credits to apply to the Project. Throughout the design process, the DP shall then review and confirm the strategies and methodologies with which the Envision™ specialized credits can be applied and met. The DP shall select ONLY those credits from the list below that are relevant to the Project. The DP shall update or assign an initial score for each selected credit.

- QL2.4 Improve community mobility and access
- QL2.5 Encourage alternative modes of transportation
- RA1.7 Provide for deconstruction and recycling
- NW1.2 Protect wetlands and surface water
- NW1.3 Preserve prime farmland
- NW1.4 Avoid adverse geology
- NW1.6 Avoid unsuitable development on steep slopes
- NW2.2 Reduce pesticide and fertilizer impacts
- NW3.1 Preserve species biodiversity
- NW3.4 Maintain wetland and surface water functions
- CR1.1 Reduce greenhouse gas emissions

The DP shall provide the project sustainability score for each selected credit to the CITY prior to the Project Kickoff Meeting and at major milestones including the start of preliminary and final design. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template “Envision Credits DP Tracking_Template.xlsx”, provided by the CITY. The DP shall provide a brief summary memorandum, describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this Project and why these credits will achieve a higher level of sustainability on this Project.

The Envision™ credit support documentation is NOT included in the Basic Scope of Services, but DP shall review the Envision™ credit support documentation requirements from the Envision Guidance Manual. If the CITY decides to move forward with Envision™ verification, additional DP support services will be provided as Optional Services. However, the DP shall be responsible for the Envision™ credit scores reported during this Project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

Task 302 Envision™ Credits (Envision Meeting)

The DP shall provide the initial Envision™ credit scoring to the CITY prior to the Project Envision Meeting for purposes of discussion with the project team. The DP shall make any modification to the selected Envision™ credits and scoring during the Envision Meeting. Following the Project Envision Meeting, the DP shall provide the final list of selected Envision™ credits and current project score by credit in the template format as provided by the CITY. The CITY will review and approve the final selection. The DP will then document the final selection, including the selection process, documentation requirements and potential strategies/metrics for meeting each identified credit in the Summary Document (to be included as part of the Conceptual Design Technical Memorandum and the Preliminary Design Basis of Design Memorandum). The final approved Envision™ credits will be required in project reporting for sustainability on this Project as defined in Task 303.

Task 303 Envision™ Reporting

Using the Envision™ rating system as the metric for scoring project sustainability, DP shall report project sustainability updates in each Design Professional Services (DPS) monthly Project Status Report (PSR) and at the completion of conceptual design, preliminary design and detailed design (i.e. 10% Design, 30% Design, and 100% Design). DP shall use Microsoft Excel template “Envision Credits DP Tracking_Template.xlsx” to update project sustainability scores for each PSR and at each design set submittal. The sustainability report shall include key milestones, decisions made and by whom, assumptions made and by whom, planned progress for the coming months, key decisions to be made in the coming months including whom and when. DP shall use Microsoft Excel template “Envision Credits DP Tracking_Template.xlsx” to update project sustainability scores for each PSR and at the completion of each stage of detailed design (i.e. 60% Design, 90% Design, and 100% Design). DP shall provide a digital file of the updated Excel table as well as a PDF of the summary Envision Credit Report to the CITY, accompanying the hard copy of the PSR.

Submittal of Envision™ verification documentation as required for Envision™ certification is not included in this Basic Scope of Services and will be performed as Optional Services at the request of the City.

TASK SERIES 400 - PUBLIC OUTREACH

Task 401 Communication with Property Owners & Stakeholders

Assist CITY with responding to inquiries from businesses owners, property owners, and other stakeholders throughout the duration of the project. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information.

TASK SERIES 500 - PRELIMINARY DESIGN (30%)

Task 501 Preliminary Design Drawings - Wet Weather Treatment Facilities

Prepare preliminary design drawings and a Basis of Design Memorandum identifying the proposed locations of the base scope of the work for OCP Wet Weather Treatment and design criteria for each applicable engineering discipline and architecture. The drawings shall have sufficient detail to show the work and coordinated between disciplines. The level of detail in the drawings and Basis of Design Memorandum shall be sufficient to proceed with the development of a design-build RFP or the development of Construction Contract Documents by DP. See Task 505 below for additional requirements pertaining to the development of Basis of Design Memorandum. The preliminary drawings will identify known conflicts with other utilities and stakeholders. The format used for the drawings will be required to comply with CITY’s electronic format requirements and its own design procedures, drafting standards (National CAD standards if appropriate), and design criteria.

Task 502 Hydraulic Profile Development

Design Professional shall provide a draft hydraulic profile for the Westside WWTP, from the Missouri River to the influent wetwell of the three (3) upstream pump stations that discharge

directly to the plant (Turkey Creek PS, Line Creek PS and Santa Fe PS). The hydraulic profile shall be included as an appendix in the Basis of Design Memorandum.

Task 503 Recommended Construction Phasing Plan

Update recommended construction phasing and construction contracts for the scope of the Project considering the CITY's financial requirements, Consent Decree requirements, constructability, and other concerns. The wet weather treatment facility improvements have a Consent Decree required completion schedule. The WORK required by the Federal Consent Decree should be prioritized and phased to meet all deadlines and requirements of the Consent Decree.

Task 504 Risk Management Plan

Develop Construction Sequencing and Risk Mitigation Plans. Given the critical nature of the Westside Wastewater Treatment Plant, DP and CITY staff will jointly perform a risk analysis consisting of risk identification, risk assessment, and risk mitigation planning. The following subtasks describe services to be provided by DP to assist with the development of detailed step-by-step plan to implement wet weather treatment facilities and sequencing of major construction activities, including recommended timelines with schedule constraints for critical work activities to maintain continuous operation of the plant. This analysis will identify potential risks, which may negatively impact construction of new wet weather treatment facilities.

1. DP will complete a review of planned wet weather treatment facility improvements to identify potential risks or issues that need to be managed as risks related to each element of the work. DP will develop a construction sequencing plan to construct these improvements at the plant while keeping the facility in service to continuously treat raw sewage. Consider equipment procurement lead times, new piping connections, modification of existing equipment and ancillary systems, and equipment replacement requirements. Consider the impact of isolation valves that may not operate and formulate plans to incorporate into the design planning for that contingency. This plan will be developed to address sequencing and construction constraints and incorporated into the Construction Contract Documents.
2. DP will consult with a local general contractor to visit the Westside plant and discuss the major work elements to construct new wet weather treatment facilities. DP will obtain the general contractor's review and input on the preliminary construction sequencing plan, including the associated sequencing and duration of major work activities. This review will be used to define an acceptable approach to complete of the work and the durations assigned to major construction tasks developed by DP for inclusion in the Basis of Design Memorandum and Construction Contract Documents. The preliminary work sequencing plan will be updated to incorporate the general contractor's input.
3. Following receipt of general contractor's input, DP will work jointly with CITY staff to develop a draft risk management planning matrix. This matrix will identify potential

risks and constraints that may negatively impact the planned construction of new facilities as defined in the Basis of Design Memorandum.

4. DP will perform a preliminary assessment of the probability of each potential risk occurring and the impact of the risk on sustaining reliable plant operations while meeting schedule requirements and achieving technical performance.
5. DP will present the preliminary work breakdown structure, the draft risk management planning matrix and preliminary risk assessment to CITY management, Wastewater Treatment Division staff, engineering personnel, and OCP Team during a risk planning workshop. DP will facilitate the planning session to identify additional risks and to obtain CITY input on the preliminary risk assessment. The primary goals of the risk planning workshop are as follows:
 - (a) Gain approval of CITY regarding critical aspects of the proposed wet weather facility improvements, including options for potential partial plant outage timing and the sequencing, and duration of major work activities.
 - (b) Identification of other potential risks for inclusion in the draft risk management planning matrix.
 - (c) Risk assessment to establish consensus scores based on the probability and impact of each potential risk.
 - (d) Development of risk mitigation strategies to the extent possible for each potential risk selected during the workshop, including risk avoidance, risk transfer, risk control, and risk assumption.
 - (e) Identification of critical equipment, opportunities for advanced purchase and/or fabrication, and staging of construction to mitigate risks.
 - (f) Identification of critical CITY personnel and their roles and responsibilities in the planning and implementation of the risk management plan, including the assessment of new risks identified during design and construction phases, and risk tracking to evaluate the performance of risk-mitigation strategies against CITY established metrics.
 - (g) Identification of CITY requirements regarding interruption of plant operations and need for bypass pumping during partial plant outages. The timing of critical decisions to be made by CITY to facilitate DP's scheduled work activities will also be identified and reviewed.
6. Following the workshop, DP will update the risk management planning matrix and prepare meeting minutes to document the workshop discussions. Submit the minutes for distribution and use in preparing the risk management plan.
7. DP will include in the Basis of Design Memorandum the risk mitigation strategies selected by CITY, which affect the planned wet weather treatment facility improvements, along with the completed risk management plan.

Task 505 Probable Construction Cost

DP will prepare a preliminary opinion of probable cost based on previous decisions and good engineering judgment. DP will detail documents/decisions that will be used for basis of cost. This estimate will be a Class 3 estimate consistent with AACE standards; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 percent. DP shall provide a list of cost deductions that will bring the Project within the CIP budget assuming the highest AACE inaccuracy. The list of deductions should give several options for the CITY to meet the Project budget.

Task 506 Basis of Design Memorandum

Prepare a Basis of Design Memorandum (BDM) for the Project at the completion of the preliminary design phase of the project, including a summary of previous reports and efforts, wet weather treatment facility improvements selected by City from the Conceptual Design Technical Memorandum, the findings of field investigations, other plant repairs or remediation chosen by City, risk management plan to address construction sequencing and constructability issues, permitting requirements, and a preliminary opinion of probable construction cost for the project. The BDM shall provide preliminary sizing and recommend manufacturers of expected unit processes. The BDM shall also include hydraulic profile results, computations and analyses addressing system performance issues, major component design criteria, preliminary drawings, and other items listed below, and the preliminary geotechnical report and preliminary design drawings.

The BDM will document the planned design through inclusion of:

1. Major component design criteria for the following engineering disciplines:
 - a. civil site work, including major yard piping and stormwater elements to address sediment and erosion control
 - b. mechanical process
 - c. architectural
 - d. structural
 - e. building mechanical, including HVAC, plumbing and fire protection, as required
 - f. electrical and power supply
 - g. instrumentation and control
2. Control strategies
3. Equipment lists
4. Code classification table
5. MDNR construction permitting information and procedures, if required
6. A description of construction sequencing and construction constraints for component construction, modification and/or replacement
7. A preliminary list of design drawings based on proposed improvements
8. A preliminary specification table of contents based on proposed improvements

9. **Develop Preliminary Design Drawings.** Begin construction contract document preparation through development of the preliminary drawings listed below, at a minimum, and include with the BDM.
 - a. Process flow diagrams and schematics
 - b. Process and instrumentation diagrams (P&IDs)
 - c. Hydraulic profile
 - d. Site drawings showing the location and general arrangement of existing and new facilities with planned site work improvements
 - e. Plan views of new wet-weather treatment facilities with equipment layout

Drawings are to be the percent design completion indicated below for each discipline.

Discipline	Percent Complete
Civil	30
Structural	30
Architectural	30
Mechanical/Process	30
HVAC	20
Plumbing	10
Electrical	15
Instrumentation & Controls	30

Design Professional shall provide a draft BioWin (process) model of the Westside WWTP taking into account the expected variations in plant flow and modeling each process unit as a separate object. DP will also create or provide expected settling curves for secondary solids.

DP shall provide a Biowin License to the City for the duration of this contract.

DP will review the BDM for accuracy and completeness prior to submitting eight (8) copies and a single electronic file in portable document format (PDF) to the CITY for review and comment. Following a review meeting with the CITY, revise the draft BDM as necessary to respond to CITY's comments and submit 5 printed copies of the final BDM and a single electronic PDF file within 15 calendar days.

Task 507 Presentation and Summary of Basis of Design Memorandum

After the drafting of the Basis of Design Memorandum, DP shall present the memorandum and their findings in two meetings. The first presentation will be for the WWTD staff and OCP Team. The second presentation will include Engineering, the OCP Team, and WSD management after WWTD's comments have been included. The Preliminary Design Memorandum will be revised to reflect the comments obtained.

Task 508 Property Purchases and Exhibits Preparation

DP will be available to meet with each owner to explain the improvements to be constructed and answer questions pertaining to the improvements. DP's assistance will include providing information obtained during investigation of the site including property survey, Phase I Environmental Site Assessment (ESA), geotechnical investigations, and drawings of proposed

facilities. DP's assistance to Owner in condemnation proceedings, if necessary, will be provided as an Optional service. DP and WSD will discuss the improvements planned for each parcel of property to be acquired or which requires an easement.

CITY will be responsible for obtaining title searches and title reports for properties it intends to either purchase or acquire easements. In support of WSD's efforts, DP will provide:

1. The services of a land surveyor to perform the following property survey services for the subject properties:
 - a. Prepare legal descriptions for WSD's use in acquiring the property;
 - b. Provide records on existing rights-of-way, easements, and property information; and
 - c. Provide a detailed map showing the legal site boundary and all rights-of-way and easements.

2. Provide the services of a land surveyor to perform the following property survey services for the easements required for the forcemain and utility lines:
 - a. Prepare legal descriptions for WSD's use in acquiring the easements;
 - b. Provide records on existing rights-of-way, easements, and property information;
 - c. Provide a detailed map showing the legal site boundary and all rights-of-way and easements; and
 - d. Based on forcemain drawings and all incoming utility lines prepare written descriptions of new easements required for the forcemain pipeline, pump station, and gate structure facilities along with a drawing of the easement.

3. WSD will arrange for any access to property required by DP to perform this work.

TASK SERIES 600 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

Task 601 60% Design -Wet Weather Treatment Facilities

A. 60% Design Drawings

Prepare and submit 60% complete design drawings for review and coordination with other stakeholders. Drawings will include detailed information with respect to civil, structural and architectural work, process work, mechanical work, HVAC work, electrical work, erosion control, controls work, SCADA work, and sequences of operations, site civil work, and other disciplines necessary to complete the wet weather treatment Facilities. Drawings will include architectural, structural and mechanical floor plans and major sections; electrical power plans and one-line diagrams; P&ID drawings and control system block diagrams; and an instrument device schedule. Perform an internal quality control review of design drawings and incorporate QC review comments prior to 60% submittal to the CITY.

B. 60% Technical Specifications:

The CITY will provide a copy of its front-end contract documents to DP for review and DP shall provide review comments for consideration by the CITY. The CITY's front-end specifications

shall be supplemented with Division 1 specifications developed by the DP, including Section 01015 – Specific Project Requirements, and Section 01270 - Adjustment Unit Price and Measurement Procedures, if applicable. DP shall also submit draft technical specifications for construction of new wet weather treatment facilities, including major equipment, mechanical, HVAC, electrical, and instrumentation and control technical specifications.

C. 60% Design Completion & Updated Basis of Design Memorandum:

Basis of Design Memorandum will be revised to reflect changes since 30% Design. Manufacturers selected in the Basis of Design Memorandum will be updated as well, including most general equipment. Any alteration of the selected major equipment manufacturers after 60% submittal will be outside the base scope of the Project and require the use of optional services to address design rework. A complete and updated Plant Hydraulic Profile will be included in the revised Basis of Design Memo. The hydraulic profile shall include force mains and pump stations directly feeding Westside WWTP. DP should note any discrepancies found along with possible remedies for this Project.

Design Professional shall provide an update of the draft BioWin model of the Westside WWTP taking into account the expected variations in plant flow and modeling each process unit as a separate object.

At this stage, the estimated percent design complete by discipline will be as follows:

Discipline	Percent Complete
Civil	60
Structural	60
Architectural	60
Mechanical/Process	60
HVAC	40
Plumbing	40
Electrical	40
Instrumentation & Controls	50

D. Coordination

Assist WSD with conducting meetings with the utilities, local property owners, Corps of Engineers, and other stakeholders. DP will take meeting minutes, will distribute meeting minutes, will assist in organizing and scheduling, and distribute electronic copies of the 60% design documents to appropriate stakeholders. Assist WSD in obtaining a construction permit and possible variances from the Missouri Department of Natural Resources (MDNR).

E. Property Easements

Determine the locations and limits for permanent and temporary construction easements and review with CITY staff, as required. Obtain “ownership and encumbrance” reports for each parcel of property where easements are required. Prepare easement exhibits and legal descriptions for CITY’s use in appraising the land and acquiring the required permanent and temporary easements. Each easement will consist of a legal description and an 8.5-inch by 11-

inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. All easement descriptions shall be submitted with or prior to submittal of the 60% Design Documents.

F. Sequencing and Constructability

Prepare recommended project and construction sequencing of each phase of work at 60% design. Sequencing will maintain sewage flow and treatment at all times, to maintain access to businesses, streets, and to include traffic control, and detour plans, where appropriate. Evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of constructability in consultation with CITY. Update the risk management plan matrix and develop sequenced construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Sequencing will also consider appropriate methods for sediment and erosion control in conformance with Stormwater Pollution Prevention Plans and required NPDES permitting.

G. Probable Construction Cost

DP will prepare an (updated) opinion of probable construction costs based on the 60% Design Plans developed and any comments received from the CITY during its review of the Preliminary Opinion of Probable Costs submitted. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. DP shall provide a list of cost deductions that will bring the Project within the CIP budget assuming the highest AACE inaccuracy. The list of deductions should give several options for the CITY to meet the Project budget. DP's opinion of probable construction cost will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms. DP shall assist WSD in obtaining HRD construction goals.

H. 60% Design Review Meetings

DP shall present their 60% design documents in two meetings. The first will be for the WWTD staff. The second presentation will include Engineering, the OCP Team, and WSD management after WWTD's comments have been included. The design documents will be revised to reflect the comments obtained.

I. Deliverables

1. Two (2) full-size sets and six (6) half-size printed and bound sets of 60% plans
2. Six (6) printed and bound sets of 60% technical specifications
3. Six(6) printed and bound sets of the 60% Opinion of Probable Construction Cost
4. PDF files of plans, specifications, and 60% Opinion of Probable Construction Cost

5. 60% Design Calculations and updated Basis of Design Memorandum. Provide 3 printed copies and on PDF file
6. Three (3) sets of 60% contract drawings (half sized) and 60% specifications will be broken up by KCMO WWTD maintenance groups

Task 602 90% Design - Wet Weather Treatment Facilities

A. 90% Design Documents

The 90% design submittal is meant to be a nearly complete set of Design Documents (Plans and Specifications) and the purpose of the 90% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to completion of designs to 100%. The CITY will be responsible for the preparation of CITY's standard front end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front end documents to the DP for review and incorporation into the Bidding Documents. DP will provide review comments for City's incorporation as appropriate into its front end documents to coordinate with the technical specifications. Technical specifications and updated front end documents will be submitted to the CITY for review. The 90% design submittal will address all comments received by DP relative to the 60% design.

At this stage, the estimated percent complete by discipline is as follows:

Discipline	Percent Complete
Civil	90
Structural	90
Architectural	90
Mechanical/Process	90
HVAC	90
Plumbing	90
Electrical	90
Instrumentation & Controls	90

B. Probable Construction Cost

DP will prepare an updated opinion of probable construction costs based on the 90% Design Plans developed and any comments received from the CITY of its review of the (Preliminary, 30% or 60% - as applicable) Opinion of Probable Costs submitted. The 90% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent. DP shall provide a list of cost deductions that will bring the Project within the CIP budget, if necessary, assuming the highest AACE inaccuracy. The list of deductions should give several options for the CITY to meet the Project budget.

C. 90% Design Review Meetings

DP shall present their 90% Design Documents in two (2) meetings. The first will be for the WWTD staff. The second presentation will meet Engineering, the OCP Team, and WSD management after WWTD's comments have been included. The Contract Documents will be revised to reflect the comments obtained.

D. Deliverables:

1. Two (2) full-size set and six (6) half-size printed and bound sets of 90% plans
2. Six (6) printed and bound sets of 90% technical specifications
3. Six (6) printed and bound sets of the 90% Opinion of Probable Construction Cost
4. PDF files of plans, specifications, and 90% Opinion of Probable Construction Cost
5. Any updated Design Calculations and updated Biowin Model
6. Updated Basis of Design Memorandum
7. Three (3) sets of 90% design drawings (half sized) and 90% specifications will be broken up by KCMO WWTD maintenance groups.

Task 603 100% Design - Wet Weather Treatment Facilities

The 100% design submittal is meant to be a complete, bid-ready (but not signed and sealed) set of Construction Contract Documents. The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the Project for construction.

A. 100% Design Plan Sheets

Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.

B. 100% Technical Specifications

Address review comments received from the CITY related to 90% submittal and incorporate them into the specifications sections.

C. 100% Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 90% opinion of probable construction cost submitted. The 100% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

D. 100% Design Review Meeting

DP shall present their 100% Construction Contract Documents in one meeting.

Deliverables:

1. One (1) full-size set and two half-size (2) printed and bound sets of 100% plans
2. Three (3) printed and bound sets of 100% technical specifications
3. Three (3) printed and bound sets of the 100% Opinion of Probable Construction Cost
4. PDF files of plans, specifications, and 100% Opinion of Probable Construction Cost
5. Any revised Design Calculations
6. Updated Basis of Design Memorandum

Deliverables:

7. One (1) full-size set and two half-size (2) printed and bound sets of 100% plans
8. Three (3) printed and bound sets of 100% technical specifications
9. Three (3) printed and bound sets of the 100% Opinion of Probable Construction Cost
10. PDF files of plans, specifications, and 100% Opinion of Probable Construction Cost
11. Any revised Design Calculations
12. Updated Basis of Design Memorandum

Task 604 Final Bidding and Construction Contract Documents

Address review comments received from the CITY related to the 100% design completion submittal and from other agencies final reviews and incorporate them into the final Bidding and Construction Contract Documents. Any comments not incorporated should be noted in a separate memo along with an explanation of why the comments were not incorporated and submitted to the CITY for approval in advance of submitting the final Construction Contract Documents. DP will provide signed and sealed original Construction Contract Documents to the CITY.

Prior to submittal of the signed and sealed Construction Contract Documents , the DP shall submit four (4) hard copies and one (1) electronic copy of the corrected final documents for review and acceptance by the CITY.

Task 605 Opinion of Probable Costs

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

Task 606 Determine Required Permits and Prepare Applications

Determine what applicable permits may be needed for construction, through communications with the permitting agencies and railroads, and submit permit applications on behalf of CITY with appropriate permit applications and fees. CITY shall pay all direct permit fees associated with such permits. Communicate with the regulatory agencies and reach an understanding on design objectives and performance requirements.

A. Deliverables

Submit the following final deliverables:

2. Drawings: Four (4) copies; all copies – “D” size and properly bound.
3. Electronic Contract Drawings: 1 copy; all copies per CITY’s electronic format per Attachment B and PDF.
4. Complete set of CAD drawings (dwg) files with reference files as well as any GIS data created.
5. Contract Specifications: Four (4) copies; all copies - 8 ½” x 11” size and properly bound.
6. Electronic Contract Specifications: 1 copy; all copies – PDF.
7. Final Opinion of Probable Cost – 1 printed copy, 1 PDF copy.

TASK SERIES 700 - BID PHASE SERVICES

Task 701 Submit Engineer’s Opinion of Probable Construction Cost

Update Final Class 1 cost opinion submitted under 605 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy will be the same as that for the final estimate.

Task 702 Pre-Bid Conference

Attend a pre-bid meeting at a date, time and place provided by the CITY and respond to technical questions regarding interpretation of contract drawings and specifications, prepare addenda, evaluate bids, and technical issues. Project advertisement will have a maximum duration of 30 days. CITY will prepare pre-bid meeting agenda and conduct the meeting with assistance from DP. CITY will also post and distribute addenda.

Task 703 Review and Process Substitutions and Or Equals

DP will review and recommend the acceptance or rejection of material or equipment items submitted by Contractor for substitution or equal to a named item specified in the Construction Contract Documents to the CITY in accordance with the requirements of the Construction Contract Documents. To establish basis for DP’s compensation up to six (6) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 704 Review Bids and make Recommendation of Award

Consult with and advise CITY as to the acceptability of the apparent successful bidder, the proposed major or specialty subcontractors, and major equipment manufacturers. The review and evaluation of bids will include such factors as work previously completed for the CITY, work completed for others, Contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DP for evaluation. Evaluate bids and make a written recommendation to CITY regarding contract award.

Task 705 Conforming Documents

Incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. DP will provide eight (8) half-size and four (4) full-size sets of Conformed Drawings and six (6) sets of Conformed Specifications to the CITY. Contract Documents will also be furnished electronically on DVD in PDF format. Two (2) sets of Conformed Contract Drawings and Conformed Specifications will be broken up by KCMO WWTD maintenance groups.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$350,000 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Completing the preliminary and final design of the recommended improvements in the Facility Plan.
- B. Complete a Staffing Study for the Westside WWTP and associated pump stations.
- C. Design of additional laboratory or control room space.
- D. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- E. Appearances at public hearings or before special boards beyond those included under the Basic Scope of Services.
- F. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.

- G. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- H. Special Consultants or independent professional associates requested or authorized by CITY.
- I. Assisting CITY with appraisal and/or acquisition of additional easements.
- J. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- K. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- L. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- M. Assistance with bid protests and re-bidding.
- N. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
 - 3. Method of financing or availability of funding;
 - 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
 - 5. A change to the number of bid packages, which is assumed herein to be one (1 packages).
- O. Providing construction phase services.
- P. Assisting CITY with seeking Envision™ certification.
- Q. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- R. Sludge thickening and thickened sludge pumping.
- S. Analysis of existing switchgear capacity and design of new switchgear beyond the design services included under the Basic Scope of Services.
- T. Analysis of existing transformer capacity and design of new transformer beyond the design services included under the Basic Scope of Services.
- U. Phase 2 environmental audit for property acquisition.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.**
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.**
- C. CITY's Project Manager will coordinate meetings between CITY staff and the DP.**
- D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.**
- E. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.**
- F. Provide DP will private property access agreements with current property owners to perform field investigations.**
- G. Bidding Services. CITY will provide the following bidding phase services:**
 - 1. Prepare agenda and conduct the pre-bid conference.**
 - 2. Advertise project Construction Contract Documents, including addenda.**
 - 3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.**
 - 4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.**

(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 maybe 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. 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.

C. Drawings/plans to WSD

1. Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI. Additionally, the drawings/plans should be submitted in Autocad (.dwg) file format with All associated reference files including P&ID sheets and created Building Information Modeling (BIM). The KCMO drawing number (assigned by water services) shall be first then 3 dashes to separate the number of a particular drawing then a dash and the discipline. Reference files shall be the project number then two dashes and a descriptive title of the reference file.

Drawing Examples:

D1318.01---001-A.tif

D1318.01---030-M.tif

D1318.01---130-C.dwg

D1318.01--Grading.dwg

D. CSI specification sections (project manuals) to WSD

1. CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI. Additionally, provide final word (.doc) of all CSI specification sections (project manuals). CSI specification sections should be project number then three dashes followed by the division no spaces for scanned specification
2. Scanned Spec Examples:
D1318.01---Division-00.pdf
D1318.01---Division-01.pdf
D1318.01---Division-16.pdf
3. Word document specifications shall be the drawing number followed two dashes and the specification number then two dashed and the specification and name.
D1318.01---13252—Belt Filter Presses.doc

ATTACHMENT C

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

**Attachment C
DESIGN CONSULTANT RATE SCHEDULE**

PROJECT TITLE: KCMO Westside WWTP
PROJECT NO.

<u>Labor Category</u>	<u>Hourly Billable Rate</u>
Project Principal	\$237.12
Senior Professional	\$224.96
Lead Project Professional	\$203.68
Project Professional	\$179.36
Professional	\$148.96
Assistant Professional	\$118.56
Senior Technician	\$152.00
Technician	\$103.36
Document Processing/Clerical	\$91.20

ATTACHMENT D
CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

- 1. 00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver**
- 2. 00450.01: HRD Letter of Intent to Subcontract**
- 3. 00460 HRD Form 10: Timetable for MWB/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**

- b. Name of M/WBE Firm Custom Engineering
 Address 12760 East Highway 40, Independence, MO 64055
 Telephone No. 816-350-1413
 I.R.S. No. 43-1031915

- c. Name of M/WBE Firm Lynchpin Ideas, LLC
 Address 7233 Jarboe Street, Kansas City, MO 64114
 Telephone No. 816-674-1724
 I.R.S. No. 486-78-1795

- d. Name of M/WBE Firm TSi Geotechnical, Inc.
 Address 8248 NW 101st Terrace #5, Kansas City, MO 64153
 Telephone No. 913-749-4010
 I.R.S. No. 43-1535463

- e. Name of M/WBE Firm Wellner Architects
 Address 802 Broadway 4th Floor, Kansas City, MO 64105
 Telephone No. 816-221-0017
 I.R.S. No. 43-1643517

- f. Name of M/WBE Firm Trekk Design Group
 Address 1441 East 104th Street, Kansas City, MO 64131
 Telephone No. 816-874-4656
 I.R.S. No. 43-1953275

(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:

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>Taliaferro & Browne</u>	<u>Contractor</u>	<u>\$290,000</u>	<u>100</u>	<u>7.6</u>
<u>Custom Engineering</u>	<u>Contractor</u>	<u>\$100,000</u>	<u>100</u>	<u>2.6</u>
<u>TSi Geotechnical, Inc.</u>	<u>Contractor</u>	<u>\$129,797</u>	<u>100</u>	<u>3.4</u>

TOTAL MBE \$ / TOTAL MBE %: \$519,797 14.0%

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Lynchpin Ideas, LLC</u>	<u>Contractor</u>	<u>\$7,500</u>	<u>100</u>	<u>0.2</u>
<u>Welner Architects</u>	<u>Contractor</u>	<u>\$61,776</u>	<u>100</u>	<u>1.6</u>
<u>Trekk Design Group</u>	<u>Contractor</u>	<u>\$275,000</u>	<u>100</u>	<u>7.2</u>
TOTAL WBE \$ / TOTAL WBE %:		\$ 344,276	9.0%	

*“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.

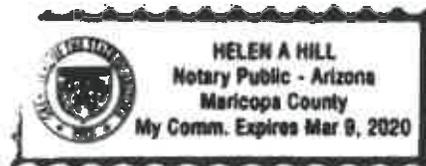
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve.
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing 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: Carollo Engineers, Inc.
Address: 903 E 104th Street, Suite 320
Kansas City, MO 64131
Phone Number: 816-326-6713
Facsimile number: 816-326-6701
E-mail Address: pmccole@carollo.com

By: *Pat M. McCabe*
Title: Senior Vice President
Date: January 10th, 2017
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 10 day of January, 2017.

My Commission Expires: 3/9/2020 *Helen A Hill*
Notary Public



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Patrick M. McCole, acting in my capacity as SR VP
(Name) *(Position with Firm)*
of Casullo Engineers Inc, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>90 cal days</u> (Specify)				

Throughout	___	Beginning 1/3	___
Middle 1/3	___	Final 1/3	___
Beginning 1/3	<u>2</u> %	Middle 1/3	<u>30</u> %
		Final 1/3	<u>68</u> %

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

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

Patrick M. McCole
(Signature)

SR VP
(Position with Firm)

2/10/2017
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: Carollo Engineers, Inc
ADDRESS: 903 E. 104th St. Suite 320 KCMO 64131
PROJECT NUMBER OR TITLE: B1000710 / 1187
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

b. _____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

_____ % MBE _____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

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

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

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

___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

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

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

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

___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000710

Project Title Westside Facility Plan

Carollo Engineers, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro and Browne, Inc. ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which MW/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

- Structural Engineering design services for new buildings and structures including two new secondary clarifiers, new splitter box, new disinfection facility, and pipe supports at aeration basins.
- USACE uplift requirement verification for mentioned structures and new piping.
- Assistance with property acquisition / ALTA survey

for an estimated amount of \$ 290,000 or 8.4 % of the total estimated contract value.

MW/DBE 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 MW/DBE Subcontractor in the capacities indicated herein, and MW/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.



Signature: Prime Contractor

Patrick M. McCole, P.E.

Print Name

Senior Vice President

Title

1/12/17

Date



Signature: MW/DBE Subcontractor

Hagos E. Andebrhan, P.E., PLS

Print Name

CEO

Title

1/12/17

Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000710

Project Title Westside Facility Plan

Carollo Engineers, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSI Geotechnical, Inc. ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which MW/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Subsurface Exploration and Geotechnical Engineering Evaluation

for an estimated amount of \$ 129,800.00 or 3.8 % of the total estimated contract value.

MW/DBE 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 MW/DBE Subcontractor in the capacities indicated herein, and MW/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Patrick M. McCole
Signature: Prime Contractor

Patrick M. McCole, P.E.
Print Name

Senior Vice President 1/10/17
Title Date

Denise B. Hervey
Signature: MW/DBE Subcontractor

Denise B. Hervey
Print Name

CEO January 10, 2017
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000710

Project Title Westside Facility Plan

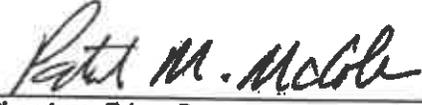
Carollo Engineers, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which MW/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Survey, Civil Site, and Wet Weather Treatment Design Support

for an estimated amount of \$ 275,000 or 8.0 % of the total estimated contract value.

MW/DBE 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 MW/DBE Subcontractor in the capacities indicated herein, and MW/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.


Signature: Prime Contractor
Patrick M. McCole, P.E.
Print Name
Senior Vice President 1/12/17
Title Date


Signature: MW/DBE Subcontractor
Trent Robinett
Print Name
Partner 1/12/17
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number B1000710

Project Title Westside Facility Plan

Carollo Engineers, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Lynchon Ideas, LLC ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract.

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which MW/DBE Subcontractor is certified are sufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Assistance with Community Outreach.

for an estimated amount of \$ 7,500.00 or 0.2 % of the total estimated contract value.

MW/DBE 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 MW/DBE Subcontractor in the capacities indicated herein, and MW/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Patrick M. McCole

Signature Prime Contractor

Patrick M. McCole, P.E.

Print Name

Senior Vice President 1/10/17

Title

Date

Jennifer Lynch

Signature MW/DBE Subcontractor

Laura Lynch

Print Name

Owner

Title

Jan 5, 2017

Date



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81000710

Project Title Westside Facility Plan

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 Patrick M. McLoile
(Authorized Signature)

Title SR VP

On this 10 day of Feb, 2017, before me

appeared patrick m. mclolte, to me personally known to be the SR VP of the carollo engineers inc

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

08/23/19

T. MESSA
Notary Public





KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81000710

Project Title Westside Facility Plan

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____ Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT G

Truth-In-Negotiation Certificate

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

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

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, Patrick M. McCabe, having full authority to act on behalf of Carollo Engineers, Inc, do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Westside Facility Plan.
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.

Patrick M. McCabe

Signature of affiant

On this 10 day of Feb, 2017 before me, Tiffany MESSA, a Notary Public in and for said state, personally appeared (patrick M. McClellan), 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.

T. MESSA

Notary Public

My commission expires: 8/23/19



EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF MO)
COUNTY OF Platte) ss

On this 10 day of Feb, 2017, before me appeared Patrick M. McCork, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

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

Paul M. Madole
Affiant's signature

Subscribed and sworn to before me this 10 day of Feb, 2017.

T. Messa
Notary Public

My Commission expires:

8/23/19



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Carollo Engineers, Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and

coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other

published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's

responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting

requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security

Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its

development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the Information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support

the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 65719

Client Company ID Number: 884604

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Carollo Engineers, Inc. (Employer) hereby designates and appoints SilkRoad technology, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 85719

Client Company ID Number: 884604

Approved by:

Employer Carollo Engineers, Inc.	
Name (Please Type or Print) Angie Keezer	Title HR manager Associate Vice President
Signature 	Date 6/9/15
E-Verify Employer Agent SilkRoad technology, Inc.	
Name (Please Type or Print) Elizabeth Christensen	Title
Signature Electronically Signed	Date 06/09/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/09/2015

Company ID Number: 85719

Client Company ID Number: 884604

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Carollo Engineers, Inc.
Company Facility Address	4600 E. Washington Street Suite 500 Phoenix, AZ 85034
Company Alternate Address	
County or Parish	MARICOPA
Employer Identification Number	860899222
North American Industry Classification Systems Code	541
Parent Company	Carollo Engineers, Inc.
Number of Employees	500 to 999
Number of Sites Verified for	39

Company ID Number: 65719

Client Company ID Number: 884604

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ARIZONA	2 site(s)
CALIFORNIA	12 site(s)
COLORADO	2 site(s)
FLORIDA	6 site(s)
IDAHO	1 site(s)
ILLINOIS	1 site(s)
MASSACHUSETTS	1 site(s)
MISSOURI	1 site(s)
NEBRASKA	1 site(s)
NEW MEXICO	1 site(s)
NEVADA	3 site(s)
OKLAHOMA	1 site(s)
OREGON	1 site(s)
TEXAS	4 site(s)
UTAH	1 site(s)
WASHINGTON	1 site(s)

Company ID Number: 65719

Client Company ID Number: 884604

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

Name Erin L Franklin
Phone Number (602) 474 - 4017
Fax Number
Email Address efranklin@carollo.com

Name Carol A Blake
Phone Number (602) 474 - 4034
Fax Number
Email Address cblake@carollo.com

Name Angela K Keezer
Phone Number (602) 474 - 4036
Fax Number
Email Address akeezer@carollo.com

Name Sharon R White
Phone Number (602) 474 - 4028
Fax Number
Email Address swhite@carollo.com

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Attachment H

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

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

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, Patrick M. McCole, having full authority to act on behalf of Carollo Engineers, Inc., do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location:

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

further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Patrick M. McCole

Signature of affiant

On this 10 day of Feb, 2017 before me, TIFFINY MESSA, a Notary Public in and for said state, personally appeared (PATRICK M. MCCOLE), 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.

T. Messa

Notary Public

My commission expires: 08/23/19



ATTACHMENT I

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Taliaferro & Browne, Inc</u> Email: <u>Hagos Andobrhan</u> <u>Hagos@tb-engr.com</u>	Address: <u>1020 E. 8th St</u> <u>Kansas City Mo 64106</u> Phone: <u>816 233 3456</u> Fax: <u>816 233 0810</u>
2.	Name: <u>Custom Engineering</u> Email: <u>Joe Davis</u> <u>jdavis@customengr.com</u>	Address: <u>12760 E. Highway 40</u> <u>Independence, Mo 64055</u> Phone: <u>816 350 1473</u> Fax: <u>816 350 1579</u>
3.	Name: <u>TSI Geotechnical, Inc</u> Email: <u>Jim Jacobs</u> <u>jjacobs@tsigeotech.com</u>	Address: <u>8248 NW 101st Terr # 5</u> <u>KCMO 64153</u> Phone: <u>816 599 7965</u> Fax: <u>816 599 7967</u>
4.	Name: <u>Wellner Architects</u> Email: <u>Julie Wellner</u> <u>jwellner@wellner.com</u>	Address: <u>802 Broadway 4th Floor</u> <u>Kemo 64105</u> Phone: <u>816 221 0917</u> Fax: <u>816 221 9456</u>
5.	Name: <u>TrekK Design Group</u> Email: <u>Trent Robinson</u> <u>trobmette@trekkdesigngroup.com</u>	Address: <u>1411 E. 104th St</u> <u>Kemo 64131</u> Phone: <u>816 874 4658</u> Fax: <u>816 874 4675</u>
6.	Name: <u>Lynchpin Ideas LLC</u> Email: <u>Laura Lynch</u> <u>laura@lynchpinideas.com</u>	Address: <u>7233 Jarboe St.</u> <u>Kemo 64114</u> Phone: <u>816 674 1724</u> Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

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

Carollo Engineers, Inc
Patrick M. McCole
SR VP
816 326 6713
816 326 6701
pmccole@carollo.com
2/10/2017

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1187 PROJECT NO. 81000710
WESTSIDE FACILITY PLAN
OFFICE OF THE CITY MANAGER

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on February 27, 2017, as follows:

WHEREAS, City has previously entered into a contract dated February 27, 2017 in the amount of \$3,799,056.00; and

WHEREAS, City desires to execute a No Cost Amendment No. 1;

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

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

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

- a. Under Sec. 4. Compensation and Reimbursables, Paragraph A, delete Subparagraph 3 and replace with the following Subparagraph 3:
 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 \$1,290,304.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Travel may be allowed for special consultants to the Kansas City Metropolitan area when pre-approved by the City Manager's Office. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
- b. Under Exhibit B – Base Scope of Services, Section II. Project Milestones and City Review Requirements, Paragraph A., delete Subparagraphs 3, 4, and 5 and replace with the following Subparagraphs 3, 4, and 5:
 3. Task Series 300, 400, and 600 within 469 calendar days following the CITY's issuance of a Notice to Proceed.
 4. Task Series 700 within 546 calendar days following the CITY's issuance of a Notice to Proceed.

5. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 546 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of DP as approved by the City.

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

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

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

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

DESIGN PROFESSIONAL

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

Date: April 17, 2018

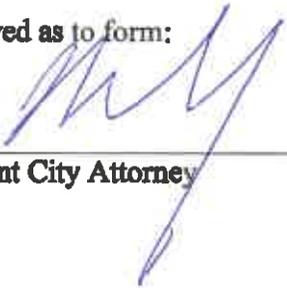
By: Garret Sheehan / Pat McCole
Title: Associate / Senior
Vice President / Vice President

KANSAS CITY, MISSOURI

Date: 6/22/18

By: Andy Shively / Andy Shively
Title: Special Assistant City Manager

Approved as to form:



Assistant City Attorney

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 1187 PROJECT NO. 81000710
WESTSIDE FACILITY PLAN
OFFICE OF THE CITY MANAGER

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on February 27, 2017, as follows:

WHEREAS, City has previously entered into a contract dated February 27, 2017 in the amount of \$3,799,056.00; and

WHEREAS, City executed a No Cost Amendment No. 1 dated June 22, 2018 ; and

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

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

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

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

- a. Delete Attachment I – Non-Construction Subcontractors Listing and replaced with Attachment I – Non-Construction Subcontractors Listing, attached herein.

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

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

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

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

DESIGN PROFESSIONAL

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

Date: 11/30/2018

By: [Signature] / Thomas O. Gray

Title: V.P. / VICE PRESIDENT

KANSAS CITY, MISSOURI

Date: 12/28/18

By: [Signature]

Title: Special Assistant City Manager

Approved as to form:

[Signature]
Assistant City Attorney

ATTACHMENT I

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Taliaferro & Browne, Inc. Hagos Andebrhan Email: hagos@tb-engr.com	Address: 1020 E. 8 th Street Kansas City, MO 64106 Phone: (816)283-3456 ext.112 Fax: (816)283-0810
2.	Name: Custom Engineering Joe Davis Email: jtdavis@customengr.com	Address: 12760 E US Hwy 40 Independence, MO 64055 Phone: (816)350-1473 Fax: (816)350-1579
3.	Name: TSi Geotechnical, Inc. Jim Jacobe Email: jjacobe@tsigeotech.com	Address: 8248 NW 101 st Terr, #5 Kansas City, MO 64153 Phone: (816)599-7965 Fax: (816)599-7967
4.	Name: Wellner Architects Julie Wellner Email: jwellner@wellner.com	Address: 802 Broadway Blvd, #400 Kansas City, MO 64105 Phone: (816)221-0017 Fax: (816)221-9456
5.	Name: TREKK Design Group Trent Robinett Email: trobinnett@trekkdesigngroup.com	Address: 1411 E. 104 th Street Kansas City, MO 64131 Phone: (816)874-4656 Fax: (816) 874-4675
6.	Name: Lynchpin Ideas LLC Laura Lynch Email: laura@lynchpinideas.com	Address: 7233 Jarboe Street Kansas City, MO 64114 Phone: (816) 674-1724
7.	Name: Richard Parmeter Consulting, LLC Richard Parmeter Email: richardjparmeter@gmail.com	Address: 7531 N Nodaway Ave Kansas City, MO 64152 Phone: (816) 741-7858
8.	Name: Lion CSG, LLC Nicole Young Email: nicole.young@lioncsg.com	Address: 915 Olive St., Apt 902 St. Louis, MO 63101 Phone: (314) 409-7081
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: Carollo Engineers, Inc.
 Submitted By: Patrick M. McCole
 Title: Senior VP
 Telephone No.: 816-326-6713
 Fax No.: 816-326-6701
 E-mail: pmccole@carollo.com
 Date: 11/30/2018

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 1187 PROJECT NO. 81000710
WESTSIDE FACILITY PLAN
OFFICE OF THE CITY MANAGER**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on February 27, 2017, as follows:

WHEREAS, City has previously entered into a contract dated February 27, 2017 in the amount of \$3,799,056.00; and

WHEREAS, City executed a No Cost Amendment No. 1 dated June 22, 2018; and

WHEREAS, City executed a No Cost Amendment No. 2 dated December 28, 2018; and

WHEREAS, the City desires to execute Amendment No. 3, in the amount of \$3,590,000.00, to amend the total contract amount to \$7,389,056.00;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 3, City and Design Professional agree as follows:

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

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A1 – Scope of Services for Construction Phase Services.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C1- Engineering Fee Summary and Schedule of Position Classifications for Construction Phase Services.

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

- a. Delete Sec. 4 – Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4 – Compensation and Reimbursables, Subparagraph A:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$7,389,056.00, as follows:

1. \$4,187,289.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$2,881,767.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Travel may be allowed for special consultants to the Kansas City Metropolitan area when pre-approved by the City or Smart Sewer Program Project Manager. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$320,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- b. Delete Attachment I – Non-Construction Subcontractors Listing and replace with Attachment I – Non-Construction Subcontractors Listing, attached herein.

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

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

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

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

DESIGN PROFESSIONAL

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

Date: 3/5/2019

By: Alvin Mable Wayne A.

Title: SVP VP

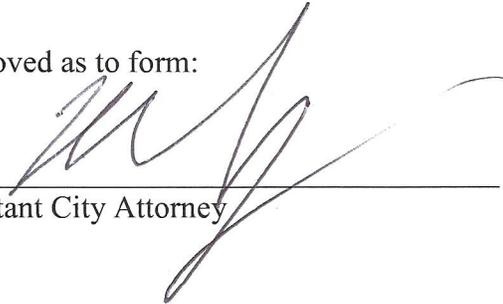
KANSAS CITY, MISSOURI

Date: 3/25/19

By: Andy Stuey

Title: Special Assistant City Manager

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.

for Therese Danielsen 3-29-19
Director of Finance (Date)

ATTACHMENT A1

SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

Design Professional: Carollo Engineers
Owner: City of Kansas City, Missouri
Project: Westside Facility Plan
CONTRACT NO.: 1187
PROJECT NO.: 81000710

I. GENERAL

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL under this Scope of Services. Subsequent paragraphs described herein detail the services to be provided for the construction phase of the project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated construction period.

A. The Project

The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri intends to increase the capacity of its Westside Wastewater Treatment Plant (WWTP) and perform upgrades, including: Rehabilitation of Existing Electrical Equipment ,Related Site Work , Piping modifications for increased flow, Installation of Chemical Enhanced Primary Treatment, Modifications to Mixed Liquor Suspended Solids Piping, New Air Compressor Facility for the mixing system, New Final Clarifier Splitter Structure, New Final Clarifier No. 3, New Return Activated Sludge/Waste Activated Sludge (RAS/WAS) Pump Station, New Prefabricated Electrical Building, RAS Piping Modifications, New Disinfection Basin No. 3, New Disinfection Basin Drain Pump Station No. 2, New Disinfection Building No. 2, Existing Effluent Pump Station Modifications , Repair and reconstruction of existing facilities affected by the Work, and incidentals for a complete and usable facility.

The DESIGN PROFESSIONAL has developed construction plans and specifications for the Work associated with the Project.

The CITY is contracting with DESIGN PROFESSIONAL to provide engineering office construction phase services for the project. Field representative construction phase services will be provided for all of the Work included in the Construction contract documents. The construction phase services described herein are based on a period of 980 calendar days from the Notice to Proceed through Project Closeout Services as further detailed in Section II – Project Milestones.

B. Federal Consent Decree. The Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the

Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its Subconsultants.

C. Background Information. The CITY is undertaking this project as mandated by the Federal Consent Decree.

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

Task Series 1100 Project Management and Administration

Task Series 1200 Public Relations

Task Series 1300 Construction Office and Field Support Services

Task Series 1400 Resident Project Representative Services

Task Series 1500 Control System Configuration and Startup Services

Task Series 1600 Startup, Commissioning, and Standard Operating Procedures

Task Series 1700 Additional Services

Task Series 1800 – Project Closeout

E. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional construction phase services related to the Project.

F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL will 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 will not be performed without an amendment or will be provided as Optional Services upon written authorization from the CITY.

G. Responsibilities of CITY:

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 CITY's project manager will have authority as outlined in the General Conditions of the construction contract.

H. Limits of Authority:

1. DESIGN PROFESSIONAL's efforts will be to provide CITY a greater degree of confidence that the completed Work generally conforms to the Contract Documents. On the basis of visits to the Site and on-Site observations, DESIGN PROFESSIONAL will keep CITY informed of the progress of the Work.

2. DESIGN PROFESSIONAL's visits to the Site and on-Site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
3. DESIGN PROFESSIONAL will furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the Work. The responsibilities, authority and limitations thereon of any such RPR and assistants will be as provided herein.
4. Neither DESIGN PROFESSIONAL nor the RPR will supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the Work. DESIGN PROFESSIONAL will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
5. Upon authorization by CITY, DESIGN PROFESSIONAL will have authority to disapprove or reject Work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
6. DESIGN PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
7. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
8. The DESIGN PROFESSIONAL shall be responsible for generating and preparing written or electronic responses using the Aconex document management system pertaining to all construction related documents, including such items as requests for information, change orders, requests for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the DESIGN PROFESSIONAL.
9. The DESIGN PROFESSIONAL will be responsible for site safety of DESIGN PROFESSIONAL's staff and Subconsultant's employees. The DESIGN PROFESSIONAL will supply the required safety equipment and will ensure that all DESIGN PROFESSIONAL employees and Subconsultant's employees are properly equipped and trained in all safety procedures and precautions.

10. The DESIGN PROFESSIONAL will promptly notify the CITY of any design error or omission discovered by the CONTRACTOR or DESIGN PROFESSIONAL. DESIGN PROFESSIONAL will not discuss remedies with the CONTRACTOR without CITY permission.
11. The limitations upon authority and responsibility set forth in this agreement will also apply to DESIGN PROFESSIONAL's Consultants, Subconsultants, RPRs and assistants.
12. DESIGN PROFESSIONAL shall not provide services to the Unified Government of Wyandotte County/Kansas City, KS (UGKCK), or any of its engineering or construction contractors on UGKCK's current solids project at their Kaw Point WWTP involving Westside WWTP solids being sent to UGKCK under Task 1700.

II. PROJECT MILESTONES

- A. DESIGN PROFESSIONAL will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:
 1. Task Series 1200 through 1700, Services will be completed on or before 920 calendar days, as anticipated to complete construction activities.
 2. Task Series 1800 – Project Closeout will be completed within 60 calendar days of the CONTRACTOR's Submittal of Construction Record Markups.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL as part of the Construction Phase Services.

TASK SERIES 1100 – 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 Subconsultants employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities described below will be provided by DESIGN PROFESSIONAL.

The Project Management and Administration services are developed based on the total anticipated schedule, as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 1101 Project Management Services

DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DESIGN PROFESSIONAL's scope of services; supervision and coordination of services; scheduling and assignment of personnel resources;

submission of a cost-loaded schedule for the work planned; continuous monitoring of DESIGN PROFESSIONAL's work progress; and quality control of services provided, which shall all be documented using Aconex, the CITY's document management system.

Task 1102 Monthly Invoicing

DESIGN PROFESSIONAL will prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices will be uploaded to the CITY's project document management system (Aconex). Each invoice by DESIGN PROFESSIONAL and Subconsultants will be itemized as follows:

- Task Series 1100 Project Management and Administration
- Task Series 1200 Public Relations
- Task Series 1300 Construction Office and Field Support Services
- Task Series 1400 Resident Project Representative Services
- Task Series 1500 Control System Configuration and Startup Services
- Task Series 1600 Startup, Commissioning, and Standard Operating Procedures
- Task Series 1700 Additional Services
- Task Series 1800 – Project Closeout

A copy of the Subconsultant utilization report shall be attached to each monthly invoice.

Task 1103 Provide Monthly Status Report

DESIGN PROFESSIONAL will prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports will be uploaded to the CITY's web-based document management system (Aconex). Project status report will accompany the monthly invoice submittal. The monthly progress status reports will document the DESIGN PROFESSIONAL's work progress, the percentage of completed work, the earned value of the completed work, schedule status, and budget status for each Task Series. The monthly project status report will 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, M/WBE utilization goals, and an estimate of work percent completion and earned value for each Task Series in the Scope of Services based on the work completed. A short narrative will be provided to describe the work activity performed for each task within each Task Series.

Task 1104 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for the DESIGN PROFESSIONAL's 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, Subconsultant invoicing, and schedule maintenance. Prepare monthly M/WBE Subconsultant utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 1105 Document Management

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (Aconex) for managing, tracking and storing all construction related documents associated with the Project. Documents will include, but are not limited to, shop drawings, submittal responses between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

TASK SERIES 1200 – PUBLIC RELATIONS

Task 1201 Public Meeting: CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing two project area exhibits on presentation boards, Construction Contract Drawings, preparation of meeting minutes, and responding to questions.

DESIGN PROFESSIONAL will attend up to two additional public meetings facilitated by the CONTRACTOR or the CITY.

TASK SERIES 1300 – CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES

To establish the basis for the DESIGN PROFESSIONAL's compensation, Construction Office and Field Support services are based on an anticipated construction schedule in section II Milestones for the Project. Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

Task 1301 CONTRACTOR Communication

The DESIGN PROFESSIONAL's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN

PROFESSIONAL and all written communication of any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modifications, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All of the correspondence identified in this paragraph and during construction shall be maintained on Aconex, the CITY's document management system.

Task 1302 Review CONTRACTOR's Schedules and Monthly Payment Applications

DESIGN PROFESSIONAL will receive, review, and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for the project, and monthly updates of the construction schedule, schedule of submittals, and monthly payment applications.

1. Construction Schedule. Review of CONTRACTOR's construction schedule will be for general conformity to the requirements for scheduling and work restrictions as defined in the Construction Contract Documents, and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.
2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials, float analysis/utilization, and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments, and will not constitute an agreement as to the value of each indicated item.
4. Schedule of Monthly Payments: DESIGN PROFESSIONAL will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
5. Monthly Payment Applications: DESIGN PROFESSIONAL will review the CONTRACTOR's payment request for accuracy and confirm with the RPR that all items were performed as noted. DESIGN PROFESSIONAL will forward recommendations for payment of items on the monthly payment request to the CITY's Project Manager including monthly photographs, progress narrative, updated schedule, and updated schedule of monthly payments, and materials/equipment delivered (and evidence of insurance if stored offsite is allowed by the CITY).

CITY will have final approval authority for all schedules and monthly payment applications.

Task 1303 Interpretations of Contract Documents

DESIGN PROFESSIONAL will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications as DESIGN PROFESSIONAL may determine necessary, which will be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY for review and approval, and distributed to the CONTRACTOR, CITY and RPR.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of three hundred (300) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the project.

Task 1304 Preconstruction Conference

DESIGN PROFESSIONAL will facilitate a preconstruction conference, with the CONTRACTOR, CITY and RPRs. The date, time, and location for the preconstruction conference will be determined and provided by the DESIGN PROFESSIONAL in coordination with the CONTRACTOR, and CITY. The preconstruction conference will include a discussion of the CONTRACTOR's preliminary schedules, work plan, procedures for transmittal, review, and acceptance of the CONTRACTOR's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the CONTRACTOR's responsibilities for safety and first aid, and other administrative items using Aconex; and will address questions. DESIGN PROFESSIONAL will preside over the meeting, will prepare meeting notes to the CITY for review and approval, and distribute meeting notes to all parties in attendance of the Preconstruction Conference.

Task 1305 Review and Process Substitutions and Or Equals.

DESIGN PROFESSIONAL will review and recommend the acceptance or rejection of material or equipment items submitted by CONTRACTOR for substitution or or-equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation, up to fifty (50) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 1306 Perform Site Visits

DESIGN PROFESSIONAL and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, functional acceptance testing, and leak testing with CONTRACTOR and CITY. DESIGN PROFESSIONAL and its Subconsultants will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted in Task 1309. To establish the basis for the DESIGN PROFESSIONAL's compensation, thirty (30) (one each month thorough substantial completion) site visits attended by DESIGN PROFESSIONAL and its Subconsultants are anticipated

Task 1307 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL will receive, review, and approve shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents. Review shall be performed by the engineer of record or under the supervision of the engineer of record. All exceptions require CITY approval in writing.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. Upon completion of review of each submittal, the DESIGN PROFESSIONAL will retain one (1) copy for their records.
3. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 700 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section DESIGN PROFESSIONAL shall make use of exceptions taken as noted on submittal review whenever possible to avoid resubmittals. CITY shall be consulted when a 2nd re-submittal is requested. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 1308 Review Operation and Maintenance Manuals

DESIGN PROFESSIONAL will receive and review preliminary and final operation and maintenance manuals developed by equipment manufacturers and submitted by CONTRACTOR. DESIGN PROFESSIONAL's review will be for general conformance to the O&M manual development requirements and applicability to the equipment items actually installed. DESIGN PROFESSIONAL will submit its review comments along with preliminary O&M manuals to CONTRACTOR and CITY, and final O&M Manuals received from the CONTRACTOR to CITY.

Task 1309 Attend Progress Meetings

DESIGN PROFESSIONAL along with the RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes. The draft meeting minutes shall be submitted within 1 business day following completion of the progress meeting.

Task 1310 Assist in Evaluating Work Change Directives and Change Order Requests

DESIGN PROFESSIONAL will assist CITY in evaluating work change directive/change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL issuance of request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each work change directive/change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each work change directive/change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL will review work change directive/change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each work change directive/change order request and recommended action by CITY.

The DESIGN PROFESSIONAL will negotiate work change directive/change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each work change directive/change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under a work change directive/change order request, DESIGN PROFESSIONAL will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

The DESIGN PROFESSIONAL will draft all work change directives/change orders for the CITY. CITY will review, approve and execute all work change directives/change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of fifteen (15) change orders and 50 work change directives have been budgeted.

Task 1311 Field Material Testing

Provide the services of an independent testing laboratory to check materials testing required by the Construction Contract Documents. Through a Subconsultant agreement, DESIGN PROFESSIONAL will conduct concrete compression tests, field air content, slump tests, and soil standard proctor, relative density and density tests to verify compliance with the requirements of the Construction Contract Documents. DESIGN PROFESSIONAL will evaluate the test results and submit them to the City.

Task 1312 Substantial Completion Inspection

The DESIGN PROFESSIONAL, RPR, Subconsultants and CITY will perform an inspection at substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that each lead discipline engineer will attend. The DESIGN PROFESSIONAL will submit to the CITY a statement of substantial completion, with a punch list.

Task 1313 Final Completion Inspection

The DESIGN PROFESSIONAL, the CITY and the RPR will perform a final inspection of the work to determine if the punch list of deficiencies from the Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL and the RPR will submit to the CITY a statement of final completion.

TASK SERIES 1400 – RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work associated with the Project as defined in the Construction Contract Documents.

The RPR and its assistants will observe the CONTRACTOR's work and perform the services listed below.

1. RPR Level of Effort: To establish basis for DESIGN PROFESSIONAL's compensation for resident project representative services, the effort for Task Series 1400 is based on providing 50 hours of full-time RPR support per week, until substantial completion, and one partial RPR working up to 10 hours per week until final completion for a total of 6,500 hours . DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. General Responsibilities. RPR will be on site during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on Aconex.

DESIGN PROFESSIONAL will be responsible for providing all other supplies and equipment necessary for performance of the field work including but not limited to safety equipment.

Task 1401 Schedules

RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 1402. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

Task 1402 Meeting and Conferences

1. RPR will attend the preconstruction conference.
2. RPR will attend weekly field coordination meetings, monthly progress meetings, and other meetings with CITY, CONTRACTOR, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project. CONTRACTOR will be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 1403 Liaison

RPR will serve as DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. The RPR will provide the following liaison services, as limited by the budgeted hours:

1. Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.
2. Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. Awareness of job site activities, at times when the RPR is not on site, is limited to that which is reported to the RPR by the CONTRACTOR.
3. Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings, only when requested.
4. Witness and document testing performed by the CONTRACTOR.
5. Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

Task 1404 Review of Work, Rejection of Defective Work, Inspections and Testing

1. RPR will conduct onsite observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents. RPR will give special focus to but RPR will focus attention on iron work, concrete pours, and buried pipe prior to backfill.
2. RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL will report unsatisfactory work to the CITY.
3. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.
6. Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.
7. RPR will verify that tests and operations and maintenance training is conducted as required by the Contract Document and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR is on site.
8. RPR will assist in reviewing contractor Operational Change and Control Plans (OCCPs)

Task 1405 Records

1. RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.
2. RPR will keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and

representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures on City provided forms. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

3. RPR will record names, addresses, and telephone numbers of all CONTRACTOR, Subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site and aconex. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1801.

Task 1406 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system a daily report of RPR observed events at the job site, including the following information:
 - (a) Hours the CONTRACTOR worked on the job site.
 - (b) CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
 - (c) Construction equipment on the job site.
 - (d) Observed delays and potential causes.
 - (e) Weather conditions.
 - (f) Data relative to claims for extras or deductions.
 - (g) Daily construction activities and condition of the work.
 - (h) Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
 - (i) Observations pertaining to the progress of the work. Materials received on job site.
 - (j) Progress photographs in a similar manner to Contractor Photos see 01322 Photographic Documentation
 - (k) Construction issues and resolutions or proposed resolutions to issues.
2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.

3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system (Aconex).
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1407 Payment Requisitions

RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness.

Task 1408 Substantial Completion Inspection

1. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
2. RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before distribution by the DESIGN PROFESSIONAL.

Task 1409 Final Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.
2. RPR and DESIGN PROFESSIONAL will verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 1500 – CONTROL SYSTEM CONFIGURATION AND STARTUP SERVICES

Supporting configuration services by the CONTRACTOR will include following:

- Verifying monitoring, control, data storage standards, and alarming on the SCADA system.
- Facilitating CITY review of new graphics and alarms to the Transdyn/Kapsch HMI for improvements.
- Attend meetings with system integrators as needed to coordinate Work
- Review that equipment tagging matches PIDs.
- Review alarm prioritization, graphical conventions, data storage settings.
- Facilitate Operations review of SCADA graphics

TASK SERIES 1600 – STARTUP, COMMISSIONING, and STANDARD OPERATING PROCEDURES

Task 1601 Standard Operating Procedures

DESIGN PROFESSIONAL shall prepare written standard operating procedures (SOPs) for all new and modified unit process as a result of the improvements in this project including normal operations requiring modifications due to improvements. These shall be provided as a .docx file.

Two (2) laminated copies of the final SOPs will also be provided. One copy is to be placed at the relevant unit process and the second for the Westside WWTP office.

DESIGN PROFESSIONAL may utilize vendor SOPs as a startup point. Draft SOPs shall be provided to the CITY for review. All SOPs shall be drafted and reviewed prior to process training. The standard operating procedures shall be based on usual and customary operating conditions as anticipated by the Design Professional and as designed by the manufacturer.

SOPs will consist of subsections, with section defined as Startup, Shutdown, Usual Operations Mode, and Alternative Operational Modes. Example SOPs will be provided by the CITY.

Each SOP subsection is defined as Purpose, Safety (including lockout/tagout and warning notes), Actions (Step number, action, and picture or location with a box around the manipulated item), a Valve table, Unit or Setting table (Panels, PLC, and SCADA), a Shift (Daily) checklist, and weekly checklist, and a Troubleshooting subsection to consist of considerations for troubleshooting common issues. More complicated and critical SOPs will have more troubleshooting considerations, and simpler SOPs will have fewer troubleshooting consideration.

After DP process training, DESIGN PROFESSIONAL shall provide hands on training for the site's primary chief plant operation and senior plant operation by going through each SOP. The operators will perform the SOPs while the DP will step the operators through the SOPs. The DP will then repeat the process with the most junior operator the regularly works at the site.

DESIGN PROFESSIONAL will refine the SOPs based on operator input and provide the finalized electronic and hard copies. The DP will provide the updated SOP for one final review by the CITY and only upon final approval provide the electronic and hard copies.

During the hands on training, the DESIGN PROFESSIONAL and operators shall develop updated shift checklist, shift sheet/bench sheet, for the Westside WWTP based on critical observations in

the SOP. City shall provide an electronic copy of the existing shift checklist in word. DESIGN PROFESSIONAL shall update the sheets as appropriate. DP shall provide updated checklists in a .docx format.

Task 1602 Commissioning and Startup Assistance

DESIGN PROFESSIONAL shall verify that each unit process and/or pieces of equipment are ready for startup after CONTRACTOR requests startup.

DESIGN PROFESSIONAL shall be present for the startup of major equipment and document the process. If startup is not successful, DESIGN PROFESSIONAL may be requested to investigate and give recommendations.

If startup is successful, DESIGN PROFESSIONAL will indicate when systems are acceptable for turnover to the CITY. If necessary and with consultation with CONTRACTOR, DP may develop conditions where the CITY will return the system to the Contractor and another startup will be occur.

A Startup report shall be provided to the CITY documenting all equipment put into service. The startup report will be started after the handover of the first equipment to the City. The report will be update after new equipment is put into service. The startup report will be finalized after the last successful startup.

DESIGN PROFESSIONAL shall submit a draft commissioning report prior to substantial completion with a focus on deficiencies to be added to the punch list and a brief description of the commissioning activities.

A final Commissioning Report will be provided to the CITY, documenting that all major systems are ready to be put into service, commissioning activities of the CONTRACTOR and observed performance of each piece of equipment. The CITY will make the final decision as to the readiness of each unit process and the Facility as a whole. The City reserves the option to accept individual unit processes, provided such processes are fully commissioned and operation of individual unit processes does not adversely affect the Contractor.

Task 1603 Process Training

DESIGN PROFESSIONAL will coordinate with CONTRACTOR and vendors for O&M training for the Work. DESIGN PROFESSIONAL will develop a process training program for the operations of Westside WWTP Improvements constructed under this Project. Process Training will occur after O&M training and SOP development is completed. Training will focus on troubleshooting, intended function based on DESIGN PROFESSIONAL developed Standard Operating Procedures. Training shall include key aspects of process control and recovery from adverse conditions and troubleshooting interacting unit processes.

Training will be conducted by DESIGN PROFESSIONAL in three (3) sessions convenient to the CITY such that operators working all shifts will be able to attend during their normal work hours. The schedule will be subject to change, but the sessions will not increase in length.

Training sessions will be no longer than two hours of which only one hour can be classroom training. DESIGN PROFESSIONAL may need to breakup training. The DESIGN PROFESSIONAL will submit copies of the training program for CITY Review at the time of scheduling the training sessions. Training Sessions will be scheduled 2 months prior to the proposed training. DESIGN PROFESSIONAL shall do the necessary work for Operators to receive training credit with MDNR such as preparing the required documentation and communicating with MDNR. Training and submission to MDNR will be prepared in conjunction with a designated operations professional. Training will be recorded similar to CONTRACTOR Training. DESIGN PROFESSIONAL shall provide electronic copies and two paper copies of training presentation in a 3 ring binder.

Task 1604 Criticality and Maintenance Workshops

DESIGN PROFESSIONAL shall use P&IDs and non-process assets to create a Project Asset Database. This database shall then be used by the DESIGN PROFESSIONAL to conduct two (2) workshops with a focus on determining the criticality of the new assets/equipment constructed in this project as well as assets modified by the project. Workshops will develop the consequence of failure and probability of failure for different types of failure for each asset. Criticality of new and unmodified assets will be developed including HVAC and electrical assets. Criticality of unmodified assets will be reviewed during the workshop(s). Failure modes effect analysis (FMEA)/ Failure defense plans (FDP) will be developed for assets. List of recommended spares based on assets designated as run to fail will be developed and compared to those in the project specifications. DP will provide an electronic criticality table with developed FDPs.

DESIGN PROFESSIONAL shall lead up to two (2) maintenance workshops to develop the work orders for new and modified assets. DP will review OEM O&M manual maintenance recommendations with the CITY. Maintenance activities (Preventive & Predictive) will be divided between operations and maintenance. The updated shift checklists for the site(s) will be reviewed for deficiencies. DP will facilitate a discussion of which OEM recommended maintenance activities have value after the warranty period. If necessary, the DP and CITY will develop additional maintenance activities not recommended by the OEM with a particular focus on predictive maintenance activities such as vibration testing, lubricant testing, and IR testing to support the CITY's reliability centered maintenance program. Maintenance activity frequency will also be discussed. Lubrication for assets will be discussed with a focus on preventing which currently stocked lubricants may be used in new equipment.

CITY will be provide a template for machine reading assets and maintenance activities into the CITY's Computerized Maintenance Management System (CMMS). Template will include assets information such as asset additions, asset updates, asset retirements including a rough estimated value, maintenance activities for the assets, PID tags within the asset, and asset categorization. DESIGN PROFESSIONAL shall fill out the template, provided by the CITY, of an Access Database to document changes in the CMMS; insert asset additions, updates and retired assets; work order updates; new PMs; PMs to be retired; non-destructive testing updates; and other asset fields. Assets shall be coordinated and categorized with the applicable P&ID tags for entry into CITY's CMMS and Financial Software.

DESIGN PROFESSIONAL will also conduct a workshop on facility data. Any points communicated to a PLC and not SCADA will be discussed. Alarm set point and priority will be reviewed and developed. Historian settings for each point will also be developed or reviewed.

Task 1605 Operations and Maintenance Review

DESIGN PROFESSIONAL shall perform a follow up review of operations and maintenance activities during the 2nd May, or wet weather month, following substantial completion. An audit report, summarizing level of compliance with SOPs, areas of strength for operations and maintenance, deficiencies for operations and maintenance, and recommendations will be provided to the CITY.

Task 1606 Finalizing Electronic O&M Manual

After reviewing the CONTRACTOR submitted electronic/facility O&M manual, DESIGN PROFESSIONAL shall integrate the DESIGN PROFESSIONAL developed files/deliverables such as: SOPs, record drawings, asset criticality, maintenance activities, developed maintenance activities, recorded training, process training documents, shift checklist, RPR photos with an emphasis on buried utilities, and asset database. DESIGN PROFESSIONAL shall name and tag each linked file in the E-O&M with the applicable asset name and PID tags. Troubleshooting matrices should be included for interacting unit processes. Unit Process troubleshoot is in the unit process SOP. E-O&M will include references to City and Water services policies, resources, and standards such as lockout/tagout, OCCP, confined space, and other relevant standards.

DP is responsible for incorporating interrelated operating information to ensure the manual flows through and addresses each unit process in its entirety. DESIGN PROFESSIONAL shall include any final show drawings and other records omitted by the CONTRACTOR that has previously been transmitted to the DP. Comments from the City reviewers will be consolidated into one submittal to the DESIGN PROFESSIONAL.

TASK SERIES 1700 – ADDITIONAL SERVICES

Task 1701 Westside Solids Loading Analysis

Utilizing the model developed in the facility plan, DESIGN PROFESSIONAL will update the integrated liquid and solids model for Westside. DESIGN PROFESSIONAL will coordinate with work being performed on the Blue River WWTP Biosolids Facility Project. DESIGN PROFESSIONAL will perform a sensitivity analysis of input parameters and perform modeling rules where the model is sensitive to different conditions. Model development will utilize IWA's GMP Unified Protocol. The model results will be utilized by the DP with City input in providing recommended contractual values to Kansas City, KS (KCK) and design values to the Kansas City, KS design professionals. DP will turn over the final model to the CITY.

Task 1702 Westside Rate Analysis

DESIGN PROFESSIONAL will independently review and assess the rate proposal for KCK to accept Westside WWTP's biosolids and assist in negotiations with KCK. DESIGN PROFESSIONAL will compare provided rate structure to appropriate industry benchmarks.

DESIGN PROFESSIONAL will review the Operations and Maintenance (O&M) cost model, capital cost model, and cost sharing methodology. DESIGN PROFESSIONAL will advise on contract term including but not limited annual adjustments and documenting actual annual O&M costs. DESIGN PROFESSIONAL is encouraged to recommend contractual terms and rate structures that have been successful elsewhere.

Task 1703 Line Creek Surge Analysis

DESIGN PROFESSIONAL shall update the hydraulic model for the pump station network feeding Westside WWTP. DESIGN PROFESSIONAL shall review existing pressure and surge data as well as current configurations. DESIGN PROFESSIONAL will recommend additional data if necessary. DESIGN PROFESSIONAL shall perform a surge analysis and recommended improvements to the pump station system to prevent future surges and a constructed fail point in the pump station system. DESIGN PROFESSIONAL shall evaluate existing pumps and any recommended improvements in the pump station system to extend the service life of assets.

TASK SERIES 1800 – PROJECT CLOSEOUT

Task 1801 Construction Record Drawings

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.
2. DESIGN PROFESSIONAL will provide a machine readable list of assets modified, added, or retired during this project. Each asset will be named per CITY's asset naming system and CITY's PID naming system.
3. DESIGN PROFESSIONAL will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format. These drawings will be referenced in the electronic/facility O&M Manual.
4. DESIGN PROFESSIONAL will provide the finalized Facility/Electronic O&M Manual.
5. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment using the Aconex document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the Aconex document management system.

Task 1802 Furnish CONTRACTOR's Completion Documents

DESIGN PROFESSIONAL will receive, review, and transmit to CITY records received from the CONTRACTOR (certificates of inspection, tests and approvals, shop drawings, samples and other data), and accepted by the DESIGN PROFESSIONAL as provided under the "Review Shop

Drawings and Data Submittals” task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the “Review Shop Drawings and Data Submittals” in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate these project files for long-term record storage. All records will be tagged with all CITY asset and all PID tags.

Task 1803 Project Closeout Documentation

The DESIGN PROFESSIONAL will review and file applicable documents required by the CITY pertaining to the project, and turn over required documents from the RPR to the CITY in a format compatible with the CITY document management system(s). DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY’s HRD project completion forms will be submitted with DESIGN PROFESSIONAL’s final invoice.

OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL’s contract upper limit includes an Optional Services Allowance. This allowance is for additional professional services that may be required during the course of the Project. Optional Services will not be performed nor is the DESIGN PROFESSIONAL approved to utilize any allowance monies unless specifically authorized in writing by the CITY. Compensation for Optional Services will be as mutually agreed upon and included in CITY’s written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services may include the following:

1. Regulatory Coordination: Liaison with Regulatory Agencies.
2. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the project, other than those specifically noted.
3. Any engineering Work required to meet the requirements of regulatory or funding agencies that may be required to respond to comments or necessary to implement project.
4. Special consultants or independent professional associates requested or authorized by Owner.
5. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the project.
6. Provision, through a subcontract, of photographs or videotapes of the facility.
7. An environmental assessment report and/or environmental impact statement as requested by Owner or required by review agencies beyond what has been provided.
8. Provision, through a subcontract, of any special reports or studies on materials and equipment requested by Owner.

9. Monitoring site or adjacent sites for air quality and/or noise.
10. Provisions to prepare or conduct confined space evaluation or permits.
11. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
12. Odor Control Study and support at Westside WWTP. -
13. Development of hazardous waste treatment, mitigation, or reduction systems for handling hazardous materials found or generated on the project.

END OF SCOPE OF SERVICES

ATTACHMENT C1

**ENGINEER FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS
FOR CONSTRUCTION PHASE SERVICES**

ATTACHMENT C1
DESIGN CONSULTANT RATE SCHEDULE

PROJECT TITLE: **KCMO Westside WWTP**
PROJECT NO. **10642A20**

<u>Labor Category</u>	<u>Maximum Hourly Billable Rate</u>
Project Principal	\$299.00
Senior Professional	\$275.00
Lead Project Professional	\$225.00
Project Professional	\$215.00
Professional	\$205.00
Assistant Professional	\$180.00
Senior Technician	\$180.00
Technician	\$140.00
Document Processing/Clerical	\$108.50

ATTACHMENT I

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Taliaferro & Browne, Inc. Hagos Andebrhan Email: hagos@tb-engr.com	Address: 1020 E. 8 th Street Kansas City, MO 64106 Phone: (816)283-3456 ext.112 Fax: (816)283-0810
2.	Name: Custom Engineering Joe Davis Email: jtdavis@customengr.com	Address: 12760 E US Hwy 40 Independence, MO 64055 Phone: (816)350-1473 Fax: (816)350-1579
3.	Name: TSi Geotechnical, Inc. Jim Jacobe Email: jjacobe@tsigeotech.com	Address: 8248 NW 101 st Terr, #5 Kansas City, MO 64153 Phone: (816)599-7965 Fax: (816)599-7967
4.	Name: Wellner Architects Julie Wellner Email: jwellner@wellner.com	Address: 802 Broadway Blvd, #400 Kansas City, MO 64105 Phone: (816)221-0017 Fax: (816)221-9456
5.	Name: TREKK Design Group Trent Robinett Email: trobinett@trekkdesigngroup.com	Address: 1411 E. 104 th Street Kansas City, MO 64131 Phone: (816)874-4656 Fax: (816) 874-4675
6.	Name: Lynchpin Ideas LLC Laura Lynch Email: laura@lynchpinideas.com	Address: 7233 Jarboe Street Kansas City, MO 64114 Phone: (816) 674-1724
7.	Name: Richard Parmeter Consulting, LLC Richard Parmeter Email: richardjparmeter@gmail.com	Address: 7531 N Nodaway Ave Kansas City, MO 64152 Phone: (816) 741-7858
8.	Name: Lion CSG, LLC Nicole Young Email: nicole.young@lioncsg.com	Address: 915 Olive St., Apt 902 St. Louis, MO 63101 Phone: (314) 409-7081
9.	Name: Scott Foster Engineering, Inc. R. Scott Foster Email: scott@scottfostereng.com	Address: 222 Foothill Blvd., Suite E321 La Canada, CA 91011 Phone: (818) 330-7177
10.	Name: McCurdy Engineers Amy McCurdy Email: amccurdy@mccurdyengineers.com	Address: 9613 W. 123rd Street Overland Park, KS 66213 Phone: 913-868-4720

Contractor – Company Name: Carollo Engineers, Inc.
 Submitted By: Patrick M. McCole, P.E.
 Title: Senior Vice President
 Telephone No.: 816-326-6713
 Fax No.: 816-326-6701
 E-mail: pmccole@carollo.com
 Date: 01/09/2019

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 4
CONTRACT NO. 1187 PROJECT NO. 81000710
WESTSIDE FACILITY PLAN
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on February 27, 2017, as follows:

WHEREAS, City has previously entered into a contract dated February 27, 2017 in the amount of \$3,799,056.00; and

WHEREAS, City executed a No Cost Amendment No. 1 dated June 22, 2018; and

WHEREAS, City executed a No Cost Amendment No. 2 dated December 28, 2018; and

WHEREAS, the City executed Amendment No. 3 dated March 29, 2019, in the amount of \$3,590,000.00, to amend the total contract amount to \$7,389,056.00; and

WHEREAS, the City desires to execute Amendment No. 4, in the amount of \$1,500,000.00, to amend the total contract amount to \$8,889,056.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 4, City and Design Professional agree as follows:

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

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A4 – Scope of Services for Amendment No. 4.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C4- Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 4.

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

- a. Delete Sec. 4 – Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4 – Compensation and Reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$8,889,056.00, 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 and C4**.
 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. Travel may be allowed for special consultants to the Kansas City Metropolitan area when pre-approved by the City or Smart Sewer Program Project Manager. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
 3. 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.
 4. 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 **Attachments C and C4**. 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.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- b. Delete Attachment I – Non-Construction Subcontractors Listing and replaced with Attachment I – Non-Construction Subcontractors Listing, attached herein.

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

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

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

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

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Title: _____

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)