

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT NO. 81000727, CONTRACT NO. 1137
FOR
BUCKEYE CREEK PUMP STATION REHABILITATION**

**WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

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

**PART I
SPECIAL TERMS AND CONDITIONS**

Sec. 1. Project description.

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

The project consists of design professional services for assessment and preliminary design for the rehabilitation of the Buckeye Creek Pumping Station. Design Professional Services will pertain to the replacement of pumps, valves, piping, and all necessary electrical equipment, SCADA, and HVAC equipment.

Buckeye Creek Pumping Station is located northeast of downtown Kansas City and east of North Kansas City, Missouri. More precisely, the pump station is located north of the Missouri River, south Missouri Highway 210 at Searcy Creek Parkway. The address of the pump station is 5201 N.E. Birmingham Road.

The Design Professional Scope of Services may include detailed design, bidding services and construction phase services.

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. Specific requirements for drawings and specifications are 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.
- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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 \$244,000, as follows:
 1. \$173,508, 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 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**.
 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 \$70,492. The following are reimbursable direct 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 \$0 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 offset 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:

Black & Veatch Corporation
Contact: Jeffrey W. Henson, PE
Associate Vice President
Address: 8400 Ward Parkway,
Kansas City, MO 64114
Phone: (913) 458-3410 Facsimile: (913) 458-3410
E-mail address: hensonj@bv.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. 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.
- C. Provide standard City forms as required.
- D. 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 Format 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 – 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 H**.

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 F**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec.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.

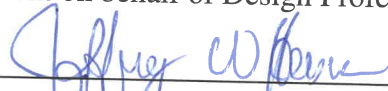
Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: December 1, 2014

By: 

Name: Jeffrey W. Henson

Title: Associate Vice President

KANSAS CITY, MISSOURI

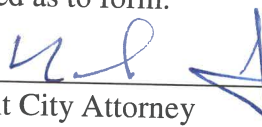
Date: 1/30/15

By: 

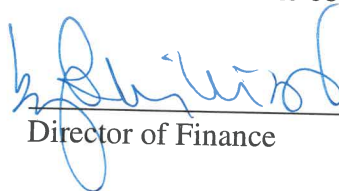
Name: Terry Leeds

Title: Director of Water Services

Approved as to form:


Assistant City Attorney Date

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.

 2/4/15
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$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 www.dhs.gov/xprevprot/program/qc_1185221

[678150.shtm](#) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: Black & Veatch Corporation
Owner: City of Kansas City, Missouri
Project: Buckeye Creek Pump Station Rehabilitation
WSD DPS No: 1137
WSD Project No: 81000727

I. GENERAL

- A. The Project. The Water Services Department (WSD) of the City of Kansas City, Missouri (CITY), intends to rehabilitate its Buckeye Creek Pump Station, which is located at 5001 Birmingham Road (south of Missouri Highway 210 at Search Creek Parkway) in Kansas City, Missouri. Also included is the rehabilitation or replacement of force mains under the Missouri River and parallel to Missouri 210 Highway. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide limited field investigations and a planning-level evaluation of pump station and force main rehabilitation or replacement options to increase system reliability.
- B. Background Information. The CITY, acting through its WSD, is undertaking the Project to improve reliability of the pump station and force mains. The pump station is approximately 50 years old and has piping and valves that need to be replaced. One of the force mains under the Missouri River has recently failed and portions of the force main that were excavated show advanced corrosion. The North Bank Force Main has inoperable valves and has not been used in several years. The pump station takes gravity flow from Kansas City North (north of the river), septage waste, biosolids from the CITY's northern treatment plants, and flow from the City of North Kansas City via a separate force main and a pump station located several miles west and south of the Buckeye facility. The flow from North Kansas City is not introduced into the Buckeye Creek Pump Station but rather is conveyed directly to the west force main under the Missouri River. Connections are available for pumping North Kansas City flows through the east force main under the Missouri River, but WSD operations has chosen to use the west force main exclusively with North Kansas City flows and the east force main exclusively for CITY flows.
- C. Opinions of Cost. All opinions of probable construction costs developed for Project will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material, or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as a professional engineer. DESIGN PROFESSIONAL does not guarantee that proposals,

bids, or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable cost.

1. The cost opinions' level of accuracy prepared by DESIGN PROFESSIONAL for initial screening workshops will be Class 5 Concept Screening cost opinions in accordance with accepted industry guidelines. The Class 5 estimate is commensurate with development of the design concept to a 0 to 2-percent level; the expected accuracy on the low end will be -20 to -50 percent and the expected accuracy on the high end will be from +30 to +100 percent.
2. The cost opinions' level of accuracy developed by DESIGN PROFESSIONAL for screened alternatives will be Class 4 Study or Feasibility cost opinions in accordance with accepted industry guidelines. The Class 4 estimate is commensurate with development of the design concept to a 1 to 15-percent level; the expected accuracy on the low end will be -15 to -30 percent and the expected accuracy on the high end will be from +20 to +50 percent.
3. Opinions of probable cost, if determined by the CITY to be beneficial and warranted, will be reviewed and verified by a third-party contractor as part of the Basic Scope of Services.

II. BASIC SCOPE OF SERVICES

A. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following study-phase and conceptual design services:

1. A condition assessment will be conducted on the existing pump station and ancillary systems. Requirements for upgrading the pump station will be evaluated using data from the field assessments. Rehabilitation or replacement alternatives will be screened in a work session relative to rehabilitating or replacing the station. The associated capital and operating costs for each alternative will be estimated.
2. A desk-top evaluation of the existing force mains under the Missouri River, as well as the North Bank Force Main, will be conducted. The information gathered will be used for a screening alternatives session examining force main alternatives to be the most feasible for further evaluation. An inspection plan will be developed to identify access points, procedures and costs for thorough field inspection of the force mains' interior condition. The inspection plan will be used to determine whether from a cost-benefit basis that it is beneficial to expend further capital funds to conduct thorough field inspections of the force mains or proceed directly into force main rehabilitation or replacement.
3. A limited geotechnical investigation will be completed to characterize the soils present at the pump station site. Test hole locations will be selected so as to be useful for either a new replacement pump station or possible addition(s) to the existing pump station. In addition, less than five shallow test holes will be drilled along a potential new force main alignment. Test holes under the Missouri River and the pre-

law landfill site on the south bank of the Missouri are specifically excluded from the Project.

4. A limited topographical survey will be completed for the existing pump station site as well as the force main alignment and the likely laydown and staging areas south of the river. Surveying of the Missouri River crossing and across the pre-law landfill site on the south bank of the Missouri are specifically excluded from the Project.
5. 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, other than those that may be implied from any contract formed pursuant to the laws of the State of Missouri.

B. Task Listing. This Basic Scope of Services is organized into major tasks as follows:

1. Task Series 100: Project Management and Administration
2. Task Series 200: Data Collection and Initial Assessments
3. Task Series 300: Screening-of-Alternatives Workshop
4. Task Series 400: Screened Alternatives Evaluation and Workshop

C. Completion and Review Schedule.

1. The DESIGN PROFESSIONAL will complete all work within 150 calendar days following the CITY's issuance of a Notice to Proceed. Task 200, 300, and 400 efforts will be completed within 90 calendar days of a Notice to Proceed.
2. The CITY hereby commits to review periods for interim deliverables of no more than 14 calendar days from receipt of deliverables from DESIGN PROFESSIONAL. CITY shall provide consolidated written review comments to DESIGN PROFESSIONAL within that period. DESIGN PROFESSIONAL's schedule as defined herein shall be extended one calendar day for each day consolidated review comments are beyond the 14-day review period.
3. DESIGN PROFESSIONAL will endeavor to schedule and conduct with the CITY a review meeting within seven calendar days after receipt of written CITY review comments.

D. Detailed Task Descriptions. The DESIGN PROFESSIONAL will provide the following services for each task as written below:

TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION

The following management activities will be provided by DESIGN PROFESSIONAL.

- A. Provide Project Management Services. DESIGN PROFESSIONAL will provide project management services necessary for the administration of the Project, including efforts

required for proper resource allocation, schedule development and monitoring, budget review and control, client coordination, internal quality assurance/quality control (QA/QC) activities and other standard and customary activities required for timely completion of the Work. DESIGN PROFESSIONAL will prepare and submit invoices in a form that is acceptable to the CITY.

- B. Prepare Project Procedures Manual. DESIGN PROFESSIONAL will prepare a project procedures manual for use by DESIGN PROFESSIONAL. The manual will include a project description and this Scope of Work, team organization, contact information, definition of the lines of communication, building code requirements, permitting requirements, special CITY requirements, QA/QC plan, schedule, including workflow sequencing and critical decision points required of the CITY and document preparation and drafting standards.
- C. Prepare Monthly Progress Status Reports. Prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of DESIGN PROFESSIONAL's services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to DESIGN PROFESSIONAL in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly engineering invoice. Each monthly engineering invoice submittal will consist of 1) a transmittal letter, 2) an invoice showing labor hours and reimbursable direct expenses for each Task Series with backup as required, 3) a monthly project progress status report and 4) an M/WBE utilization report required of the CITY's Human Relations Department.
- D. Conduct Project Initiation Meeting. DESIGN PROFESSIONAL will conduct an initial meeting with CITY staff to review the scope of work and DESIGN PROFESSIONAL's work plan, the project schedule, budget requirements, and other special needs for the Work; to review pertinent available data; and to present the DESIGN PROFESSIONAL's project team organization and staffing, and define the lines of communication between DESIGN PROFESSIONAL and CITY.
- E. Manage Subconsultants. CITY has established MBE and WBE goals of 15 percent and 10 percent, respectively, for the project. To achieve these goals, DESIGN PROFESSIONAL will subcontract with and manage the efforts of several subconsultants. Design Professional will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of DESIGN PROFESSIONAL and CITY and generally oversee the subconsultants' project performance. DESIGN PROFESSIONAL will prepare monthly

M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

TASK SERIES 200 – DATA COLLECTION AND INITIAL ASSESSMENTS

A. Collect and Review Data. DESIGN PROFESSIONAL will collect existing, applicable data to develop a firm understanding of the Buckeye Creek Pump Station, force mains under the Missouri River, North Bank Force Main, North Kansas City pump station and force main, associated property, and influent sewers. CITY will provide DESIGN PROFESSIONAL with the following data free of charge, if available, and not already in DESIGN PROFESSIONAL's records:

1. GIS information, aerial photography, and topography for the area near the pump station and along a corridor paralleling the force mains under the Missouri River and the North Bank Force Main,
2. Previously completed design reports and facility planning information,
3. Construction record drawings for the pump station, force main and influent sewers,
4. Construction submittals and shop drawings for major equipment and systems,
5. Operation and maintenance manuals for major equipment and systems,
6. Data from previously completed geotechnical investigations/reports and soil boring logs,
7. Available geologic and environmental documentation,
8. Relevant documents prepared by others for basins north of the Missouri River that are part of the Long-Term Control Plan,
9. XP-SWMM model files for basins north of the Missouri River,
10. Facility maintenance records for the past five years, and
11. Other information and documents that may be useful to DESIGN PROFESSIONAL during the Project's execution.

DESIGN PROFESSIONAL will inventory its records and will so notify CITY at the Project Initiation Meeting or shortly thereafter of data from the list above that it currently has in its possession.

B. Coordination with North Kansas City. DESIGN PROFESSIONAL will meet with North Kansas City utility management staff to understand their needs and to collect information available regarding flow, pump operating pressure, flow metering, pump operation, and quality of the wastewater pumped to the west force main at the Buckeye Creek Pump Station. Changes made to the Buckeye Creek Pump Station and force main will be hydraulically modeled to determine the impacts to the North Kansas City pump station. If

hydraulic total dynamic head impacts would affect North Kansas City pumps, that impact will be evaluated against changes that could be made in the force main piping size to determine what force main or pump station upgrades would be the most economical. North Kansas City utility management staff will be briefed on evaluation process so that they are consulted on the capacity for conveyance of North Kansas City flows, the reliability of the chosen system, temporary pumping arrangements needed during construction, and possible short-term outages required for connections during force main assessment and construction of improvements.

- C. Condition Assessment of Buckeye Creek Pump Station. A condition assessment of the existing pump station will be conducted prior to evaluation of options for rehabilitating or replacing the pump station. Assessment of the pump station will include the structures, electrical and mechanical equipment, piping, valves, and pumps. A memorandum detailing the condition assessment will be prepared and submitted for review and comment. The memorandum will be revised based on the comments and final copies submitted to the CITY.
- D. Existing Force Mains Data Collection and Review. This task will include compiling information from available specifications and drawings, flow information, operational history, and previous failures. This information will be reviewed with pipeline inspection subcontractors (PICA and Pure Technologies) in order to confirm the inspection processes and procedures most likely to be used. Design Professional will also meet with CITY operations staff to review available information concerning the pipelines. The review of this information will be used to confirm the inspection planning for follow-on force main investigations.
- E. Meet with US Army Corp of Engineers (USACE). DESIGN PROFESSIONAL will meet with USACE representatives to discuss preliminary concepts and alternatives for installing replacement force main(s) under the Missouri River and for rehabilitating the two existing Missouri river crossings. Up to two meetings will be held with USACE representatives.
- F. Conduct Limited Field Survey. DESIGN PROFESSIONAL will conduct a limited survey to include the following basic scope of service items.
 - 1. Survey the existing pump station site. The survey will provide topography as well as locate corners of buildings and structures, inverts and rim elevations of gravity sewer manholes, inverts and tops of storm water catch basins and manholes, top elevations of manholes and yard structures, top-of-wall elevations of open structures such as at the pump station wetwell, and utilities as appropriate without physically locating these underground and buried facilities.
 - 2. Geotechnical boring locations.
 - 3. Research and identify the 100-year flood plain on the survey.
 - 4. Develop an overall site drawing including topographic (1-foot contours) and boundary information, building/structure outlines, and utilities.

5. Survey (100-foot wide corridor along force main alignment) on the north side of the Missouri River from the pump station property to the river.
 6. Survey on the south side of the Missouri River (100-foot wide corridor along force main alignment) from the north side of the Missouri River levee to Front Street generally following Southern Road. Survey the lot on the southeast corner of Stillwell/Universal Avenue and Southern Road as a potential site for a contractor laydown area up to the north end of the building on said lot. DESIGN PROFESSIONAL will survey the northern parking lot area of that property (west side of the building) for the boring pit and initial pipe laydown area. Survey Southern Road from Stillwell/Universal Avenue to Front Street and obtain property owners and existing easement information for surveyed areas.
 7. Develop overall site drawings for the force main including topographic information (1-foot contours), building/structure outlines, and utilities.
 8. Provide a list of parcel identification numbers and property owner names and addresses for the tracts affected by the proposed force main and laydown areas.
- G. Conduct Limited Geotechnical Investigation. DESIGN PROFESSIONAL will conduct a limited subsurface investigation of soils as part of the Basic Scope of Services. The geotechnical investigation will be conducted at locations where there is no buried solid waste present. The geotechnical program will be conducted where possible along the existing force main alignments (excluding alignments under the Missouri River and in the pre-law landfill), and at the existing Buckeye Creek Pump Station where a new pump station may be located. Geotechnical data will be obtained from up to 100 feet of drilling depth (to bedrock) in multiple test holes, field sampling activities, laboratory testing and analysis, and previous investigative reports prepared by others. Information provided for the force mains and new pump station sites will be sufficient for preliminary foundation recommendations. Furthermore, geotechnical data for the force main and pump station will determine depth to rock, groundwater level, and general soil types present. Drilling and logging of soil and rock types, sampling, and laboratory testing will be performed for proposed activities in accordance with the latest revision or supplement to applicable ASTM standards. Environmental sampling will not be conducted by the DESIGN PROFESSIONAL.

TASK SERIES 300 – SCREENING-OF-ALTERNATIVES WORKSHOP

DESIGN PROFESSIONAL will schedule and moderate a one-day alternatives screening workshop to evaluate various methods for pump station and force main rehabilitation or replacement. Advantages and disadvantages of each alternative, including conceptual opinions of cost, will be developed. Conceptual opinions of probable cost for the screening process will be considered to be an AACE Class 5 cost estimate using cost curves, DESIGN PROFESSIONAL and contractor knowledge, and other similar sources.

Workshop attendees are anticipated to be:

- CITY's management, engineering, and operations and maintenance staff,

- DESIGN PROFESSIONAL's management and technical subject matter experts, as applicable,
- DESIGN PROFESSIONAL's subcontractors, as required,
- Other stakeholders, as requested by the City, and
- Local general contractors, as applicable.

A. Range of Pump Station Alternatives to Consider. Pump station alternatives will be screened to a maximum of two alternative configurations, which will be evaluated further as described below. Items to be considered during the screening process include, but are not limited to, the following:

1. Replace piping, valves and pumps in kind and keep the existing pump station similar to its current configuration and capacity.
2. Relocate the position of motors from the lower level to the top floor of the existing pump station making adjustments to the operating floor so as to provide the necessary floor space.
3. Install new pumps with a pumping unit configuration similar to the existing but use immersible motors rather than submersible or open motors.
4. Use submersible pumps in a reconfigured dry pit with fully submersible motors in lieu of open or immersible motors.
5. Convert the existing dry pit into a wet pit and utilize submersible pumps and motors.
6. Construct a new submersible pump station using submersible pumps and motors and abandon the existing pump station.
7. Modify pump station capacity and size of force mains by modifying the north of the Missouri River flow management strategy; send additional flow from the Line Creek Basin to the Westside WWTP. Consider other options for north of the river flow management.
8. Other Pump Station Appurtenances and Ancillary Systems to be Considered:
 - i. Determine benefit, feasibility and cost of adding grit removal to the existing pump station influent channels.
 - ii. Determine benefit, feasibility and cost of adding screening facilities to the existing pump station influent channels.
 - iii. Determine benefit, feasibility and cost of adding odor control facilities to the existing or new pump station.

- iv. Determine benefit, feasibility and cost of adding chemicals for odor and corrosion control at the existing or new pump station.
 - v. Construction sequencing and constraints and the need for and cost of bypass pumping, as applicable.
- B. Range of Force Main Alternatives to Consider. Possible alternatives for force main rehabilitation or replacement will be developed and evaluated in the screenings workshop with the idea of filtering the number of most viable alternatives to a maximum of three for further evaluation. Potential alternatives to be screened are identified in the list below. Additional alternatives may be added. Cost information provided at this level will conform to AACE Class 5.
1. Rehabilitate one or both of the existing 24-inch force mains under the Missouri River to handle the entire flow.
 2. Rehabilitate one or both of the existing 24-inch force mains for redundancy with new replacement force main(s).
 3. Keep the existing west force main as is and continue using it solely for North Kansas City flows.
 4. Rehabilitate the existing North Bank Force Main.
 5. Replace the existing North Bank Force Main and gravity sewer with a force main and gravity sewer with a large enough capacity for the entire flow and upgrade Birmingham WWTP capacity to accommodate the increased flow.
 6. Construct a single new replacement force main under the Missouri River with a capacity large enough to convey the entire flow.
 7. Construct a single new force main under the Missouri River with a large enough capacity, when combined with a rehabilitated force main, for the entire flow.
 8. New force main options include installing pipe(s) in a trench on the bottom of the channel, installing pipe(s) in the alluvial material under the channel, or installing the pipe(s) in bedrock below the river.
 9. Pipeline Inspection Work Plan. Based on the force main alternatives selected for further evaluation, a Pipeline Inspection Work Plan will be developed, as applicable. The inspection plan will include input from the inspection subcontractors on the details required for conducting subsequent inspections, identification of responsibilities of the various parties, and identification of modifications to piping and operations required for the inspection. The plan will be reviewed with WSD to determine acceptable methods and technologies for inspecting the pipelines. The inspections, if needed, will be included in a subsequent authorization.

The pump station and force main alternatives selected in the screening process will be further evaluated and reported as described below.

TASK SERIES 400 – SCREENED ALTERNATIVES EVALUATION AND WORKSHOP

DESIGN PROFESSIONAL will schedule and moderate up to a two-day workshop to evaluate and make rehabilitation and/or replacement recommendations for the Buckeye Creek Pump Station and associated force mains.

Workshop attendees are anticipated to be:

- CITY's management, engineering, and/or operations and maintenance staff,
- DESIGN PROFESSIONAL's management and technical subject matter experts, as applicable,
- DESIGN PROFESSIONAL's subcontractors, as required,
- Other stakeholders, as requested by the City, and
- Local general contractors, as applicable.

DESIGN PROFESSIONAL and WSD staff will evaluate up to two alternatives for the pump station and three alternatives for the force main in an extended work session. Recommendations will be developed based upon evaluations and findings of the work session. This evaluation will include the screened pump station alternatives and appurtenances and the screened force main alternatives selected in the initial screening-of-alternatives workshop. Conceptual opinions of cost for the evaluation process and work session product will be AACE Class 4.

A. Alternatives Evaluation. The evaluation of pump station alternatives and appurtenances and force main alternatives completed by DESIGN PROFESSIONAL will consider factors such as the following:

1. Property Acquisition. Tax maps will be obtained and the number of properties impacted will be identified. Property acquisition needs (easements and outright purchase) will be considered and summarized.
2. Capital Cost. Study level cost estimates will be completed in accordance with cost estimating guidelines identified elsewhere in this Agreement. Appropriate contingencies will be applied. Appropriate factors for bonding, insurance, and other general requirements will be applied. Quantity take offs and unit costing will not be part of the cost estimating approach for this study work.
3. Annual Costs. Labor, equipment, utility, and chemical costs will be estimated for each alternative. CITY operations staff will be consulted to obtain input relative to labor requirements and associated costs. Local data will be used for utility and chemical costs. CITY maintenance staff will be consulted relative to annual repair and replacement costs.

4. **Present-Worth Costs.** For an equivalent monetary comparison on a life-cycle basis, DESIGN PROFESSIONAL will compute a present-worth cost for each alternative. Extended service lives are anticipated as this facility will likely be in service for a long period of time. Equipment and structure replacements along with salvage values will be taken into account over the life of the facility.
 5. **Construction Considerations and Constructability.** Senior DESIGN PROFESSIONAL staff will review each element of construction and identify the most critical work elements that could contribute to service outages, risk of overflows, etc. An overview of construction sequencing concepts will be provided with the evaluation.
 6. **Schedule.** Each alternative will be evaluated as to its ability to be completed and operational within the schedule restrictions.
 7. **Construction Packaging.** Packaging of discreet work elements into separate construction projects will be considered in the context of the project's overall goals and objectives. Advantages and disadvantages of single versus multiple construction packages will be considered. Owner-procured equipment contracts will be considered should equipment with long lead time hamper finishing on time.
 8. **Risk.** Factors that could contribute to cost escalation and schedule slippage will be identified and discussed. Ways to eliminate, manage, or reduce risk elements will be considered and discussed.
 9. **Sustainability.** Each alternative will be evaluated based on its potential to provide solutions that consider environmental quality, social equity, and economic viability.
 10. **Community Impacts.** An evaluation of each alternative's impact to neighbors and residents during construction will be included in the non-economic analysis. DESIGN PROFESSIONAL will also consider the impact to the surrounding community and, if any, development or redevelopment plans.
 11. **Permitting and Approvals.** Permits and approvals required for each alternative will be identified. Plan reviews, approvals, and fees for crossings will be summarized. Potential for environmental and wetlands permitting will be examined. Responsiveness of private and governmental organizations relative to securing permits for construction will be understood and included in discussions relative to risk.
- B. **Workshop Findings Report.** Based on the work session evaluations, discussions, and recommendations, DESIGN PROFESSIONAL will prepare a draft Workshop Findings Report. Submit 10 copies of the draft report to the CITY for review. Finalize the report based on comments received from the CITY after holding a review meeting with CITY, if requested. The Workshop Findings Report will include information concerning pump station and force main evaluations, findings, and recommendations.

III. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically listed or discussed in the Basic Scope of Services written above is considered Optional Services. Optional Services will include, but may not be limited to, the following items:

- A. Preparation of a Basis of Design Memorandum.
- B. Preparation of design drawings other than those drawings specifically identified herein.
- C. Preparation of or assistance with permit applications.
- D. Uncovering and physical inspection of force mains and other buried utilities.
- E. Geotechnical subsurface investigations beyond those identified in this scope, including any borings under the Missouri River or in the pre-law landfill south of the Missouri River.
- F. Development of a Geotechnical Data Report and a Geotechnical Baseline Report normally developed in design contracts for incorporation into the contract documents.
- G. Environmental investigations to delineate the spatial limits of existing pre-law landfill adjacent to the levee.
- H. Computational fluid dynamics modeling and physical modeling of wetwell hydraulics.
- I. Risk management associated with pump station rehabilitation and construction sequencing of pump station improvements.
- J. Phase 1 Environmental Site Assessments necessary for any easement or property acquisition.
- K. Property appraisals and title work for property and easement acquisition.
- L. A Facility Plan as defined in MDNR's *Facility Plan Guidance for Wastewater Treatment Facilities with a Design Flow of 100,000 gpd or Greater* standards.
- M. Subsurface utility engineering and utility locating.
- N. Furnishing preliminary and design services beyond those services outlined in the Basic Scope of Services.
- O. Assistance with bidding services.
- P. Construction services, including on-site resident inspection.
- Q. Furnishing startup and commissioning services.
- R. Providing warranty services.

- S. Incorporation of green solutions and sustainable design elements into the Project's design, except as explicitly discussed herein.
- T. General coordination and meetings with any other CITY department(s) except as explicitly identified herein.
- U. Meetings with local, State, or Federal agencies other than those specifically identified.
- V. Appearances at public hearings or before special boards.
- W. Supplemental engineering Work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
- X. Value engineering reviews or services, or revisions of design, drawings, and specifications arising from Value Engineering review.
- Y. Laboratory and field testing beyond that identified in the Basic Scope of Services.
- Z. Special consultants or independent professional associates requested or authorized by CITY except as explicitly identified herein.
- AA. Changes in the general scope, extent, or character of the Project, including but not limited to:
 - 1. Changes in size or complexity.
 - 2. A change to the CITY's schedule, design, or character of construction.
 - 3. Method of financing.
- BB. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other cause beyond DESIGN PROFESSIONAL's control.
- CC. Work will not be completed or any field investigations conducted of the closed pre-law landfill, which is on the south bank of the Missouri River between the river bank and the levee. DESIGN PROFESSIONAL assumes that the area from the south bank of the river to the levee comprises the closed landfill and that no investigations or disturbance of this area will take place for the purposes of this Project. Rehabilitation and replacement alternatives considered will seek to avoid disturbance of the pre-law landfill site.
- DD. Environmental sampling will not be conducted by the DESIGN PROFESSIONAL.

IV. CITY'S RESPONSIBILITIES

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

- A. Provide access to the Buckeye Creek Pump Station and force main sites for field investigations by DESIGN PROFESSIONAL.
- B. Negotiate, sign, and provide access agreements for DESIGN PROFESSIONAL's use to conduct field investigations on adjacent private property considered for acquisition, if required.
- C. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, operation and maintenance records, and any other data relative thereto. Provide said information within seven calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- D. The CITY hereby commits to review periods for interim deliverables of no more than 14 calendar days from receipt of deliverables from DESIGN PROFESSIONAL. CITY shall provide consolidated written review comments to DESIGN PROFESSIONAL within that period.
- E. 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.
- F. CITY's Project Manager will coordinate meetings between the CITY's management, engineering, and operations and maintenance groups, and the DESIGN PROFESSIONAL.
- G. Property and easement acquisition is the responsibility of the CITY. Submittal of all easements obtained to the Jackson County Court House for recording of sites and along pipeline corridors is the CITY's responsibility.
- H. Preparation and distribution of notification of the CITY's intent to install new force main(s) to all affected property owners. Obtain permission for DESIGN PROFESSIONAL to conduct field investigations, site surveys, geotechnical site investigations, environmental site assessments, etc. on their property, as required.

End of Scope of Services

ATTACHMENT B

ELECTRONIC FORMAT REQUIREMENTS AND NAMING CONVENTIONS

ATTACHMENT B

ELECTRONIC FORMAT REQUIREMENTS AND NAMING CONVENTIONS

The City of Kansas City Contract Central requirements shall be followed in the preparation and processing of contract documents as required in Administrative Regulation 3-21. City Contract Administrator will ensure that contracting requirements are met. Project Managers will coordinate Design Professional construction document preparation and submission activities with Contract Administrator.

In addition to other deliverables included in the Design Contract, items listed in Item 1 “Electronic Format Requirements and Naming Conventions” are necessary requirements to accommodate posting bids on the Kansas City Plan Room.

Electronic Format Requirements and naming conventions:

Drawings/plans

Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 3 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings. Also provided drawings in Microstation v7 (dgn) or AutoCAD 2012 format.

FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings¹. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example:

001-Cover.**pdf**

002-arc1.**pdf**

CSI specification sections (project manuals)

CSI specification sections should be named by division, using DIV as a prefix. PDF (.pdf) files of documents must be scanned using a resolution range of 400 to 600 DPI. In addition, provide the document in Word 2010 or earlier (doc or docx) format. Use the following naming convention for PDF documents:

DIV01.PDF

DIV02.PDF

DIV03.PDF

Subdivisions within spec documents should be identified with a hyphen and the section number. For example:

DIV02.PDF

DIV02-02230.PDF

DIV02-02316.PDF

DIV02-02770.PDF

SUMMARY:

1. Division 00 and 01 in Microsoft Word or Excel
2. Division 2-16 in PDF Format and Microsoft Word or Excel
3. Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

¹ File Names should correspond to “Item” designation for each document listed on 00015 – List of Drawings.

ATTACHMENT C

ENGINEER FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

Buckeye Creek Pump Station Rehabilitation
Project No. 81000727, DPS No. 1137
Kansas City Water Services Department

December 2, 2014

Design Professional Services Agreement Summary

<u>Contract Document</u>	<u>Professional Services Work Description</u>	<u>Date</u>	<u>Amount</u>
Agreement	Conceptual Design Services		\$244,000
TOTAL			\$244,000

Fee Estimate Summary

<u>Black & Veatch Corporation</u>				
	<u>Labor Hrs</u>	<u>Labor Cost</u>	<u>Direct Costs</u>	<u>Subs</u>
TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION	166	\$23,320	\$750	\$0
TASK SERIES 200 - DATA COLLECTION AND INITIAL ASSESSMENTS	341	\$50,520	\$0	\$61,400
TASK SERIES 300 - SCREENING OF ALTERNATIVES WORKSHOP	311	\$48,112	\$0	\$4,000
TASK SERIES 400 - SCREENED ALTERNATIVES EVALUATION AND WORKSHOP	332	\$51,556	\$1,342	\$3,000
SUBTOTALS	1,150	\$173,508	\$2,092	\$68,400
OPTIONAL SERVICES ALLOWANCE	0	\$0	\$0	\$0
TOTALS	1,150	\$173,508	\$2,092	\$68,400
				\$244,000

ATTACHMENT C

BLACK & VEATCH CORPORATION HOURLY SALARY RATE SCHEDULE FOR CITY OF KANSAS CITY, MISSOURI BUCKEYE CREEK PUMP STATION REHABILITATION

Hourly Billing Rates Effective January 1, 2015 through December 31, 2017

JOB FAMILY	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 009	85.56	99.05
	ADM 007	57.50	67.72
	ADM 006	46.00	53.26
	ADM 005	33.58	51.22
	ADM 004	30.81	46.5
	ADM 003	28.57	44.65
	ADM 002	24.38	28.22
Administrative Support (ADS)	ADS-005	29.66	45.66
	ADS-004	14.42	39.29
	ADS-003	16.64	29.54
	ADS-002	17.16	19.94
Architecture (ARC)	ARC-007	57.66	68.81
	ARC-006	49.04	60.11
	ARC-005	47.92	59.11
	ARC-004	43.09	49.88
	ARC-003	32.28	37.37
Construction Services (CNS)	CNS-009	72.56	84.00
	CNS-008	71.89	83.22
	CNS-007	47.71	66.21
	CNS-006	36.54	58.02
	CNS-005	31.73	48.42
Engineering (ENG)	ENG-136	103.75	124.35
	ENG-135	74.52	120.25
	ENG-134	71.94	114.10
	ENG-133	62.28	110.50
	ENG-132	48.08	89.03

JOB FAMILY	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Engineering (ENG) (continued)	ENG-131	43.14	79.11
	ENG-130	36.73	72.23
	ENG-129	32.19	52.95
	ENG-128	31.68	46.57
	ENG-127	27.42	41.89
	ENG-097	17.25	27.72
Engineering & Technical Specialties (ENS)	ENS-134	81.04	93.81
	ENS-133	50.48	78.11
	ENS-132	52.83	81.03
	ENS-131	35.78	57.34
	ENS-130	30.05	51.26
	ENS-129	26.95	39.54
	ENS-128	24.78	32.69
	ENS-127	22.76	26.50
Engineering Technician (ENT)	ENT-133	45.26	69.38
	ENT-132	44.30	67.59
	ENT-131	38.60	59.13
	ENT-130	32.50	59.05
	ENT-129	28.71	47.33
	ENT-128	26.00	45.40
	ENT-127	24.75	38.00
	ENT-126	23.50	32.65
	ENT-125	22.96	29.91
	ENT-097	13.15	24.24
Estimating (EST)	EST-007	59.48	79.09
	EST-006	51.58	70.58
	EST-003	34.20	40.40
Finance (FIN)	FIN-008	64.05	76.74
	FIN-007	55.63	66.94
	FIN-006	49.95	57.82
	FIN-005	37.12	47.88
	FIN-004	29.96	40.81
	FIN-003	22.95	36.65
	FIN-002	21.55	26.92

JOB FAMILY	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
General Management (GMT)	GMT-009	144.00	176.20
	GMT-007	108.93	169.85
	GMT-006	100.50	143.25
	GMT-005	91.30	117.74
	GMT-004	80.56	116.88
Marketing & Communications (MAC)	MAC-008	59.60	83.15
	MAC-007	49.32	67.81
	MAC-006	42.22	53.48
	MAC-005	35.23	52.02
	MAC-004	27.34	40.81
	MAC-003	22.68	37.28
	MAC-002	22.79	35.28
	MAC-001	19.51	24.07
Project Controls (PJC)	PJC-006	56.27	75.22
	PJC-005	48.25	67.45
	PJC-004	32.24	63.06
	PJC-003	31.25	51.10
Project Management (PMT)	PMT-008	113.22	156.39
	PMT-007	88.73	147.13
	PMT-006	86.59	137.13
	PMT-005	82.25	128.35
	PMT-004	69.54	122.74
	PMT-003	67.14	111.85
	PMT-002	59.60	105.05
	PMT-001	49.32	87.57
Sales (SAM)	SAM-011	145.40	168.32
	SAM-009	103.25	137.12
	SAM-008	88.44	122.38
	SAM-007	73.15	102.18
Specialized Staff (SPC)	SPC-006	46.50	68.57
	SPC-005	44.70	58.47
	SPC-004	35.50	48.60
	SPC-003	27.33	31.64

End of Attachment C

ATTACHMENT D

CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000727

Project Title Buckeye Creek Pump Station Rehabilitation

Buckeye Creek Pump Station Rehabilitation
(Department Project)

Water Services Department
Department

Black & Veatch Corporation
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF JACKSON)

I, Jeffrey W. Henson, of lawful age and upon my oath state as follows:

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

BIDDER/PROPOSER PARTICIPATION: 15% MBE 10% WBE

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

- a. Name of (M)WBE Firm TSi Engineering, Inc. (TSi) (MBE)
Address 1600 Genessee Street, Suite 960, Kansas City, Missouri 64102
Telephone No. (816) 283-3838
I.R.S. No. 43-1535463
- b. Name of (W)WBE Firm TREKK Design Group, LLC (WBE)
Address 2301 W. 51st Street, Westwood, KS 66205
Telephone No. (913) 831-7188
I.R.S. No. 43-1953275

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>TSI Engineering, Inc.</u>	<u>Contractor</u>	<u>\$36,600</u>	<u>100%</u>	<u>15.0%</u>
TOTAL MBE \$ / TOTAL MBE %:		<u>\$36,600</u>		<u>15.0%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>TREKK Design Group, LLC</u>	<u>Contractor</u>	<u>\$24,400</u>	<u>100%</u>	<u>10.0%</u>
TOTAL WBE \$ / TOTAL WBE %:		<u>\$24,400</u>		<u>10.0%</u>

*"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.

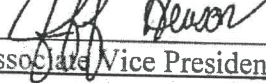
**"Weighted Value" means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

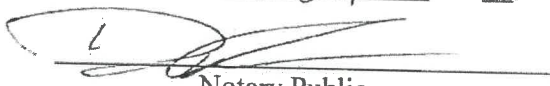
5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further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

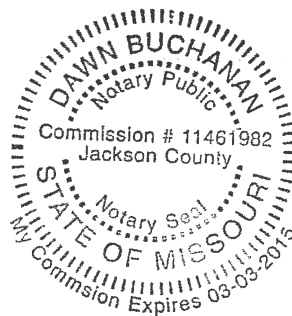
responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

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: Jeffrey W. Henson
Address: 8400 Ward Parkway, Kansas City, MO 64114
Phone Number: (913) 458-3410
Facsimile number: (913) 458-3410
E-mail Address: hensonj@bv.com

By: 
Title: Associate Vice President
Date: 11-25-2014
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 25 day of November, 2014
My Commission Expires: 3/3/2015 
Notary Public





KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 81000727

Project Title Buckeye Creek Pump Station Rehabilitation

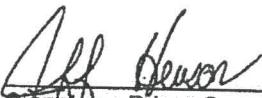
Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with TSi Engineering, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

TSi Engineering will provide limited geotechnical field investigations and laboratory analysis of soil samples, along with development of an associated report.


for an estimated amount of \$36,600 or 15.0% of the total estimated contract value.

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


Signature: Prime Contractor

Jeffrey W. Henson
Print Name

Associate Vice President 11-25-2014
Title Date


Signature: M/W/DBE Subcontractor

Denise B. Hervey
Print Name

Principal 11-29-2014
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000727

Project Title Buckeye Creek Pump Station Rehabilitation

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

TREKK Design Group will be completing a limited topographical and property survey of the pump station site. In addition, TREKK will also survey the laydown corridor for a potential horizontal directional drilled crossing of the Missouri River.

for an estimated amount of \$24,400 or 10.0% of the total estimated contract value.

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

Jeffrey W. Henson
Signature: Prime Contractor

Jeffrey W. Henson
Print Name

Associate Vice President
Title

11/25/2014
Date

Kimberly Robinett
Signature: M/W/DBE Subcontractor

Kimberly Robinett
Print Name

Managing Partner
Title

11/25/2014
Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Jeffrey W. Henson, acting in my capacity as Associate Vice President
(Name) (Position with Firm)
of Black & Veatch, Corporation, 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.

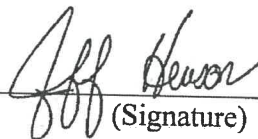
ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT (Check one only)

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

Throughout ___ Beginning 1/3 ___
Middle 1/3 ___ Final 1/3 ___
Beginning 1/3 ___ % Middle 1/3 ___ % Final 1/3 100 %

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

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


(Signature)

Associate Vice President
(Position with Firm)

11-25-2014
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____
ADDRESS: _____
PROJECT NUMBER OR TITLE: _____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.
2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))
 - a. ____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
to perform _____,
(Scope of work to be performed by new firm)
for the MBE/WBE firm _____ which is currently
(Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
perform the following scope of work: _____.
(Scope of work of old firm)
 - b. ____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
____ % MBE ____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO
____ % MBE ____ % WBE (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)
 - c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
 - d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report
3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81000727 Contract Number 1137

Project Title Buckeye Creek Pump Station Rehabilitation

STATE OF _____)
COUNTY OF _____)SS

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
- 3 (✓) _____ Prevailing wage does not apply; or

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

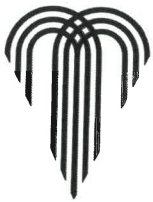
On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

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

My commission expires:

Notary Public



KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81000727 Contract Number 1137

Project Title Buckeye Creek Pump Station Rehabilitation

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo.

Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 18th day of April, 2013, before me appeared Lori J. Kelleher, 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 Chief Human Resources Officer (title) of Black + Veatch Corporation (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.

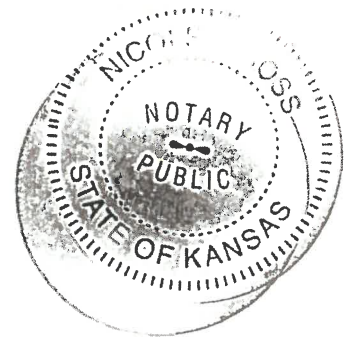
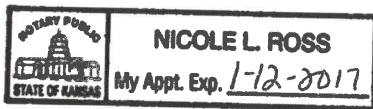
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Loring Kelleher
Affiant's signature

Subscribed and sworn to before me this 18th day of April, 2013.

Nicole L. Ross
Notary Public

My Commission expires:



Company ID Number: 33286

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Black & Veatch Corp.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 33286

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/30/2006

Signature

Date

Company ID Number: 33286

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

Name: **Mirna C Duncan**
Telephone Number: **(913) 458 - 4510**
E-mail Address: **duncanmc@bv.com**

Fax Number: **(913) 458 - 9018**

ATTACHMENT G

NON-CONSTRUCTION SUBCONTRACTORS LISTING

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Tsi Engineering, Inc.</u> Email: <u>MSchmitz@TSI-engineering.com</u>	Address: <u>1322 Adams Street Kansas City, KS 66103</u> Phone: <u>913-749-4010</u> Fax: <u>913-749-4011</u>
2.	Name: <u>Milam & Associates</u> Email: <u>MMilam2@kc.rr.com</u>	Address: <u>6006 E. 40th Terrace, Kansas City, Mo 64129</u> Phone: <u>816-462-8464</u> Fax: <u>None</u>
3.	Name: <u>Trekk Design Group, LLC</u> Email: <u>krobinett@trekkdesigngroup.com</u>	Address: <u>1441 E. 104th St. Suite 105, Kansas City, MO 64131</u> Phone: <u>913-831-7188</u> Fax: <u>816-874-4675</u>
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: Black & Veatch Corporation
Submitted By: Jeffrey W. Henson
Title: Assoc. Vice President
Telephone No.: 913-458-3270
Fax No.: 913-458-3270
E-mail: HensonJ@bv.com
Date: December 2, 2014

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1137 PROJECT NO. 81000727
PROJECT TITLE – BUCKEYE CREEK PUMP STATION REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on February 5, 2015, as follows:

WHEREAS, City has previously entered into a contract dated February 5, 2015 in the amount of \$244,000.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$1,019,655.00, to amend the total contract amount to \$1,263,655.00; and

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

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

- A. Add the following section(s):
 - a. Under Attachment A – Scope of Services, add Attachment A1 – Additional Scope of Services;
 - b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C1 – Engineering Fee Summary and Schedule of Position Classifications;
 - c. Under Attachment G – Non-Construction Subcontractor Listing, add Attachment G1 – Non-Construction Subcontractor Listing
- 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 \$1,263,655.00, as follows:
 - 1. \$825,696.00 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of 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 C1.

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 \$437,959.00. The following are reimbursable direct 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 \$0 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 and 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 C1**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when 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:

December 5, 2017

By:

Title:

Philip W. Brown
Associate Vice President

KANSAS CITY, MISSOURI

By:

Date:

12/13/17

Tracy Anderson

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.

for Kathryn Beal 12/21/17
Director of Finance (Date)

ATTACHMENT A1

ADDITIONAL SCOPE OF SERVICES

Design Professional: Black & Veatch Corporation

Owner: City of Kansas City, Missouri

Project: Buckeye Creek Pump Station Rehabilitation

WSD DPS No: 1137

WSD Project No: 81000727

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the additional professional services to be provided by DESIGN PROFESSIONAL under Amendment No 1 to facilitate construction of improvements to the forcemain conveying flow from the Buckeye Creek Pump Station.

A. Additional Background Information.

1. The new replacement pump station, which is described in a different scope, will be located on the same CITY property where the current pump station is located. The new force main pipeline will cross under the Missouri River, a levee south of the Missouri River, and railroad tracks both north and south of the river. On the north side of the force main crossing, separate railroad tracks are operated by the Burlington-Northern-Sante Fe (BNSF) and the Norfolk Southern railroad companies. On the south side of the force main crossing, the railroad tracks are owned by TOLMAK, Inc. and operated by the Kansas City Southern Railway Company (KCSR). The alignment beneath the levee will require coordination with the US Army Corps of Engineers (USACE). The two existing force mains, denoted as east and west, were constructed in approximately 1970 and will remain in operation for as long as CITY deems them a viable conveyance pipeline. The two existing force mains will not be decommissioned under this Contract.
2. The first phase of the Work has been completed; it consisted of study and conceptual design services, including a condition assessment of the existing pump station and ancillary systems; screening of rehabilitation or replacement alternatives; a desk-top evaluation of the existing Buckeye Creek Force Mains under the Missouri River and the North Bank Force Main; development of an inspection plan to identify force-main access points; and procedures and costs for future field inspection of the North Bank Force Main condition along with either rehab or replacement of the force main.
3. The second phase of the Work, which is part of Amendment No. 1, (the third phase which includes the pump station design services is included in another contract) adds the following to the Basic Services:
 - i. Design and bidding services of a new replacement force main under the Missouri River utilizing horizontal directional drilling installation methods.

B. Opinions of Cost. Opinions of probable construction costs developed for this Project will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material, or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as a professional engineer. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable cost.

1. The cost opinions' level of accuracy developed by DESIGN PROFESSIONAL for additional evaluation of alternatives will be Class 4 Study or Feasibility cost opinions in accordance with accepted industry guidelines. The Class 4 estimate is commensurate with development of the design concept to a 1 to 15-percent level; the expected accuracy on the low end will be -15 to -30 percent and the expected accuracy on the high end will be from +20 to +50 percent.
2. The cost opinions' level of accuracy developed by DESIGN PROFESSIONAL for budget, authorization or control will be Class 3 cost opinions in accordance with accepted industry guidelines. The Class 3 estimate is commensurate with development of the design concept to a 10 to 40-percent level; 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.
3. The cost opinions' level of accuracy developed by DESIGN PROFESSIONAL for control or bid will be Class 2 cost opinions in accordance with accepted industry guidelines. The Class 2 estimate is commensurate with development of the design concept to a 30 to 75-percent level; 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.
4. The cost opinions' level of accuracy developed by DESIGN PROFESSIONAL for a check estimate or bid will be Class 1 cost opinions in accordance with accepted industry guidelines. The Class 1 estimate is commensurate with development of the design concept to a 65 to 100-percent level; 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.
5. Opinions of probable cost will be reviewed by a third-party contractor as part of the Basic Scope of Services.

II. BASIC SCOPE OF SERVICES

A. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL will be amended by adding the following to the scope of work: preliminary and detailed design and bidding services. Construction services, including resident inspection and operation and maintenance (O&M) services, will follow.

B. Task Series Listing. This Basic Scope of Services is organized as the following task series:

1. Task Series 100: Project Management and Administration

2. Task Series 500: Preliminary Design Services
 3. Task Series 600: Detailed Design Services
 4. Task Series 700: Bidding Services
- C. 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.
- D. Construction Procurement. Construction Contract Documents developed by DESIGN PROFESSIONAL will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. Construction Contract Documents will be developed for one construction projects to be bid and constructed independently for one new force main under the Missouri River.
- E. Out of Scope Services. 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 written authorization from the CITY.
- F. Project Milestones and CITY Review Requirements.
1. DESIGN PROFESSIONAL will complete design services under Task Series 500 and 600 required of this Scope of Services within 365 calendar days following the CITY's issuance of a Notice to Proceed. Bidding services of Task Series 700 will be completed within 150 days thereafter.
 2. The CITY hereby commits to review periods for interim deliverables of no more than 14 calendar days from receipt of deliverables from DESIGN PROFESSIONAL. CITY shall provide consolidated written review comments to DESIGN PROFESSIONAL within that period. Comments received after the 14 day period will result in the DESIGN PROFESSIONAL's schedule being extended one day for each day comments are past the deadline.
 3. DESIGN PROFESSIONAL will endeavor to schedule and conduct with the CITY a review meeting within seven calendar days after receipt of written CITY review comments.
- G. Detailed Task Descriptions. The DESIGN PROFESSIONAL will provide the following services as written below for each task:

TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION

The following additional management activities will be provided by DESIGN PROFESSIONAL for the forcemain design.

- A. Provide Additional General Project Management Services. DESIGN PROFESSIONAL will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client coordination, internal quality assurance/quality control (QA/QC) activities and other standard and customary activities

required for timely completion of the Work. DESIGN PROFESSIONAL will prepare and submit invoices in a form that is acceptable to the CITY.

B. Update Project Procedures Manual and Prepare Drafting Standards Manual. DESIGN PROFESSIONAL will update the project procedures manual developed as part of the first phase of work for use by DESIGN PROFESSIONAL. The updated manual will include a project description and this Scope of Work, team organization, contact information, definition of the lines of communication, building code requirements, permitting requirements, special CITY requirements, QA/QC plan, schedule, including workflow sequencing and critical decision points required of the CITY and document preparation and drafting standards. DESIGN PROFESSIONAL will also prepare drafting standards manual describing drafting requirements to be followed by DESIGN PROFESSIONAL's and Subcontractor's drafting staff.

C. Prepare Additional Monthly Progress Report and Invoice. Prepare and submit to CITY monthly progress reports that generally:

- a. Identify the Work that has been performed in the period. A short narrative will be provided describing the work activities performed for each task within a given task series.
- b. Discuss work activities anticipated in the next month.
- c. Present action items required of the CITY.
- d. List potential project scope variances with corrective action suggested by Design Professional. CITY will provide direction to DESIGN PROFESSIONAL in a timely manner with respect to each variance discussed in the progress report.
- e. Assess Design Professional's ability to meet schedule milestones, including identification of any delays beyond its control.
- f. Estimate the percent of work complete for each task series in the Scope of Services based on earned value of the work completed.
- g. The progress report, generally following the CITY's template, will be submitted to the CITY with each engineering invoice which will generally be on a monthly basis. Each invoice will consist of:
 - i. Transmittal letter,
 - ii. Invoice showing labor hours and reimbursable direct expenses for each task series with backup, as required,
 - iii. Progress report, and
 - iv. M/WBE utilization report required of the CITY's Human Relations Department.

D. Conduct Forcemain Design Project Initiation Meeting. DESIGN PROFESSIONAL will conduct an initial meeting with CITY staff to review the scope of work and DESIGN

PROFESSIONAL's work plan, the project schedule, budget requirements, and other special needs for the Work; to review pertinent available data; and to present the DESIGN PROFESSIONAL's project team organization and staffing, and define the lines of communication between DESIGN PROFESSIONAL and CITY.

TASK SERIES 500 – PRELIMINARY DESIGN SERVICES

The purpose of Preliminary Design is to establish, in collaboration with the CITY, the details necessary to design the new Missouri River Force Main. The design elements and extent of force main rehabilitation selected by the CITY will be documented in a Basis of Design Memorandum (BDM).

DESIGN PROFESSIONAL will not develop a separate Missouri Department of Natural Resources (MDNR) Facility Plan, which is normally required for MDNR construction permitting. The BDM will be submitted by the CITY to MDNR to meet the intent of MDNR's Facility Plan based upon MDNR acceptance of this approach on previous CITY projects.

The scope of the capital improvements to be constructed and the associated engineering services required cannot be definitively established until after the tasks in Task Series 500 have been completed and the CITY has accepted the Final BDM. For the purposes of developing this Basic Scope of Services, engineering compensation, and schedule milestones, the following project elements are assumed to be included in the Project:

- A. Replacement Missouri River Force Main. DESIGN PROFESSIONAL will prepare plan and profile sheets of the new Missouri River force main with appropriate cleanout facilities and pigging stations. The design of the new force main will use trenchless construction methods and will confirm horizontal directional drilling (HDD) techniques. Inclusion of the trenchless construction or HDD installation method requires the involvement of specialized design personnel as well as the inclusion of additional specifications and drawings to the Contract Documents to specify multiple installation methods. The trenchless design will include the following:
 1. The pipe material shall be High Density Polyethylene (HDPE) per discussions with the CITY.
 2. Pipe size confirmation. Evaluation of pipe sizes will build upon work completed in the first phase of the project. Pipe sizes will be confirmed based on design conditions and documented in the TM.
 3. Based on preliminary design and concurrence by the CITY, the trenchless method of construction shall be Horizontal Directional Drilling (HDD) for crossing the Missouri River.
 4. Horizontal and vertical alignment selection. Horizontal and vertical alignment recommendations will be made based on the site conditions and the geotechnical exploration results. The recommended alignment will be presented in the TM.
 5. Cathodic protection. Cathodic protection shall be provided at connection points for the force main only.

6. Geotechnical subsurface exploration. The recommended force main design will be based on the proposed future pump station layout and site conditions, the subsurface soil and rock conditions, and the Missouri River site conditions.
 7. Pipe stringing and layout. The force main design will include layout for piping fabrication and joining before pullback into the trenchless crossing. Constructability of the trenchless drive, pipe stringing, and pipe pullback will be made given the project site conditions and other design constraints.
 8. Appurtenances. The force main design will include appurtenances and those components necessary for connection to the existing piping on both the north and south sides of the Missouri River.
 9. Peer review of preliminary design. As a peer and design review check, DESIGN PROFESSIONAL will coordinate with an experienced trenchless contractor for constructability, site access, and construction schedule reviews of the proposed design.
 10. Fiber optic cable conduit. In addition to the trenchless construction of the force main pipe, the DESIGN PROFESSIONAL will incorporate an additional, separate, single, spare conduit and pull stations suitable for future installation of fiber optic cable into the Missouri River force main alignment drawings to enable future fiber optic cable runs for data communication.
 11. Easement acquisition assistance. DESIGN PROFESSIONAL will prepare legal descriptions, through a subcontract, for proposed right-of-way and easements in accordance with CITY requirements. The legal descriptions will describe proposed additional right-of-way, if necessary, for the installation of the Missouri River force main. Parcel maps will be prepared for each individual tract of land for additional right-of-way and easements. Right-of-way and easement appraisals, negotiations, and acquisition are not included and are considered Optional Services.
- B. Conduct Preliminary Design Progress Meetings. DESIGN PROFESSIONAL will conduct up to four progress meetings with CITY's staff during the Project's preliminary design. The purpose of these meetings will be to: 1) update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services, and 2) discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. DESIGN PROFESSIONAL will prepare an agenda for each meeting. Within 15 days thereafter, DESIGN PROFESSIONAL will prepare and distribute meeting minutes for review. CITY will provide consolidated review comments to Design Professional within 10 days of receipt. DESIGN PROFESSIONAL will finalize meeting minutes and distribute within five days of receiving CITY review comments. If no comments are received from the CITY during the 10-day review period, the minutes will be considered final.

C. Develop BDM.

1. Prepare BDM. DESIGN PROFESSIONAL will prepare a BDM for the design and construction of the force main. The BDM will document the design through inclusion of:
 - i. Major component design criteria for the following engineering disciplines as applicable to the respective construction contract:
 - (a) site work
 - (b) new pipeline design and existing pipeline rehabilitation/repair
 - ii. Control strategies
 - iii. MDNR construction permitting information and procedures, if required
 - iv. A description of construction sequencing and construction constraints for component construction
 - v. Individual preliminary drawing lists for the construction project
 - vi. Individual preliminary specification lists for the construction project
 - vii. Appendices containing final TMs which were completed as part of initial efforts during preliminary design
 - viii. Other relevant information at the discretion of the DESIGN PROFESSIONAL
2. Develop Preliminary Design Drawings. Begin Construction Contract Document preparation through development of the following preliminary drawings, at a minimum, with the BDM. Design development as conveyed on the preliminary drawings will be to an approximate level of completeness of 10 to 20 percent.
 - i. General Site drawing showing the general arrangement of existing facilities with limited site work improvements shown
 - ii. Plan and profile drawings for pipeline
3. Complete QA/QC Review and Submit Documents. Assemble internally a pre-submittal draft BDM and a set of preliminary drawings. Conduct an internal quality control review before submitting for review up to five hard copies of the draft BDM and half-size drawings (11- x 17-inch format) of the interim deliverable.
4. Conduct BDM Review Meeting. DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft BDM and receive their comments.
5. Incorporate Comments and Issue Final BDM. DESIGN PROFESSIONAL will address and incorporate as appropriate CITY and MDNR review comments into the BDM and submit up to five copies and one electronic file in a portable document format (pdf) of the Final BDM.
6. Develop Opinion of Probable Construction Cost.

- i. DESIGN PROFESSIONAL will prepare and submit to the CITY an opinion of probable construction cost for the improvements defined in the BDM.
 - ii. The cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 3 or Budget, Authorization, or Control cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 3 estimate is commensurate with development of the design concept to a 10- to 40-percent level; 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.
- D. Coordinate with North Kansas City. DESIGN PROFESSIONAL will meet with North Kansas City utility management staff at their offices to review the contents of the BDM and to obtain comments relative to the design approach. North Kansas City utility management staff will be briefed on the design components so that they are consulted on the designed capacity for pumping and conveyance of North Kansas City flows, temporary pumping arrangements needed during construction, and possible short-term outages required for connections during force main assessment and construction of improvements. Up to one meeting will be held with North Kansas City representatives at their offices.
- E. Coordinate with US Army Corp of Engineers (USACE). DESIGN PROFESSIONAL will meet with USACE representatives to discuss and document proposed work within the critical area of the Missouri River levee through investigations, designs, plans, and specifications, including constructing a new force main under the Missouri River. Up to two meetings will be held with USACE representatives at their offices.
- F. Coordinate with Burlington-Northern-Sante Fe (BNSF), Norfolk Southern, TOLMAK, Inc, and Kansas City Southern Railway (KCSR) Companies. DESIGN PROFESSIONAL will meet with railroad representatives to discuss and document proposed work within the railroad right-of-ways through investigations, designs, plans, and specifications, including constructing a new force main under the Missouri River and adjacent railroads. Up to five meetings will be held with railroad representatives at their offices.
- G. Coordinate with Kansas City Power and Light (KCP&L). DESIGN PROFESSIONAL will meet with KCP&L representatives to discuss and document proposed work within the property owned by KCP&L and under power lines through investigations, designs, plans, and specifications, including constructing a new force main under the Missouri River. Up to two meetings will be held with KCP&L representatives at their offices.
- H. Conduct Field Topographical and Boundary Survey. DESIGN PROFESSIONAL will conduct survey work including the following items:
 - 1. Provide an overall site drawing showing topographic and boundary information, building/structure outlines, and utilities.
 - 2. Provide a survey where appropriate and required for the design work (a general 100-foot wide corridor along the force main horizontal alignment) on the north side of the

Missouri River to the river necessary to establish the corridor for the new force main beneath the Missouri River. The survey required for the new pump station will be conducted under later Amendment.

3. Provide a survey where appropriate and required for the design work on the south side of the Missouri River (a general 100-foot wide corridor along the force main and pipe staging horizontal alignment) from the north side of the Missouri River levee to Front Street generally following Southern Road as outlined in the BDM. Survey the lot on the southeast corner of Stillwell/Universal Avenue and Southern Road as a potential site for a contractor laydown area up to the north end of the building on said lot. The field survey on the south side of the Missouri River will include the northern parking lot area of that property (west side of the building) for the boring pit and initial pipe laydown area. Survey Southern Road from Stillwell/Universal Avenue to Front Street and obtain property owners and existing easement information for surveyed areas. A pre-law landfill is located on the south side of the Missouri River between the river and the levee. No work is planned in this area except for force main installation, which will be much deeper than the presumed bottom of the existing pre-law landfill. It is assumed that the bottom of the pre-law landfill does not extend below the low water elevation of the Missouri River.
 4. Provide site drawings for the force main, including topographic information, building/structure outlines, and utilities, as appropriate.
 5. Provide a list of parcel identification numbers and property owner names and addresses for the tracts affected by the proposed force main and laydown areas.
- I. Conduct Geotechnical Investigation. DESIGN PROFESSIONAL will conduct a subsurface investigation of soil and rock as part of the Basic Scope of Services. The geotechnical investigation will be conducted at locations where data may be necessary to document conditions at the proposed location of the force main alignment under the Missouri River. Up to 6 test holes will be drilled with up to three of those test holes drilled in the Missouri River with a total depth of up to 540 vertical feet. A barge will be used to drill test holes and obtain soil samples under the river. The geotechnical program will be conducted where possible along the new force main alignment (excluding alignments in the pre-law landfill). Geotechnical data will be obtained from drilling to bedrock in multiple test holes, field sampling activities, laboratory testing and analysis, and previous investigative reports of CITY. Information provided for the new force main site will be sufficient for preliminary recommendations. Furthermore, supplemental geotechnical data for the force main and pump station will determine depth to rock, groundwater level, and general soil types present. Drilling and logging of soil and rock types, sampling, and laboratory testing will be performed for proposed activities in accordance with the latest revision or supplement to applicable ASTM standards. Environmental sampling will not be conducted by the DESIGN PROFESSIONAL.

TASK SERIES 600 – DETAILED DESIGN SERVICES

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select Contractors to construct the improvements shown on the drawings and specified. Upon receiving approval from the CITY, DESIGN PROFESSIONAL will provide detailed design services and Construction Contract Documents

for the force main identified in the BDM.

DESIGN PROFESSIONAL will proceed with detailed design and the preparation of Construction Contract Documents using the DESIGN PROFESSIONAL's standard formatting for technical specifications and drawings and its own design procedures, drafting standards, and criteria and standard construction details. The Construction Contract Documents will be prepared for selection of general contractors on a competitive-bid basis. Intermediate deliverables will be submitted to the CITY at the end of the Level 2 (60-percent complete), Level 3 (90-percent complete) and 100-percent stages. Final Documents provided for bidding purposes will complete detailed design activities.

Detailed Design will proceed independently for one construction contracts using Construction Contract Documents prepared by DESIGN PROFESSIONAL. The following tasks will be completed for each construction contract.

- A. Conduct Detailed Design Progress Meetings. DESIGN PROFESSIONAL will conduct up to nine progress meetings with CITY's staff (three exclusively for the force main construction project) for the Project's detailed design. The purpose of these meetings will be to: 1) update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services, and 2) discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. DESIGN PROFESSIONAL will prepare an agenda for each meeting. Within 15 days thereafter, DESIGN PROFESSIONAL will prepare and distribute meeting minutes for review. CITY will provide consolidated review comments to Design Professional within 10 days of receipt. DESIGN PROFESSIONAL will finalize meeting minutes and distribute within five days of receiving CITY review comments. If no comments are received from the CITY during the 10-day review period, the minutes will be considered final.
- B. Prepare Level 2 Deliverables (60-percent complete).
 1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the BDM. The Level 2 submittal will generally include pipeline plans and profiles; details, and Division 1 specifications. DESIGN PROFESSIONAL will review and coordinate the CITY's front end documents with DESIGN PROFESSIONAL's Division 1 documents. The Level 2 submittal will include specific items as identified in the BDM.
 2. Front-End Specifications Review. DESIGN PROFESSIONAL will obtain a copy of CITY's most current Division 0 and 1 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by DESIGN PROFESSIONAL. Comments will be provided by DESIGN PROFESSIONAL for CITY's incorporation, as appropriate, into its front-end specifications.
 3. Construction Constraints and Sequencing Analysis. DESIGN PROFESSIONAL will identify construction constraints to be specified in the Construction Contract Documents based on discussions with CITY staff regarding restrictions impacting system operation.

4. Geotechnical Data Report Preparation. The geotechnical data report (GDR) will present factual information gathered during the subsurface investigations, soil and rock laboratory testing, and published information pertinent to Missouri River Force Main Project.
5. Complete QA/QC Review. Assemble internally a pre-submittal Level 2 drawing and specification set. Conduct an internal quality control review and document in accordance with DESIGN PROFESSIONAL's standard protocol.
6. Issue Level 2 Drawings and Specifications. Address internal quality control comments incorporating changes to the drawings and specifications before submitting up to eight sets of half-size drawings, up to two sets of full-size drawings, and up to 10 specification sets for review. The CITY's review of interim deliverable is anticipated to occur within 14 calendar days immediately following receipt of the interim deliverable.
7. Conduct Review Meeting. Following the 14 calendar day review period of CITY, DESIGN PROFESSIONAL will meet with CITY to review the documents and to discuss the CITY's comments.
8. Update Construction Cost Opinion. DESIGN PROFESSIONAL will prepare and submit an updated opinion of probable construction cost based on the Level 2 submittal. The cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 2 or Control or Bid Tender cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 2 estimate is commensurate with development of the design concept to a 30 to 70-percent level; the expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.

C. Prepare Level 3 Deliverables (90-percent complete).

1. Drawings and Specifications Development. DESIGN PROFESSIONAL will address the CITY's review comments on the Level 2 submittal and incorporate them into the Level 3 deliverable. The design will be advanced to an approximate 90-percent completion stage. The Level 3 submittal will include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract; final installation details, dimensions, schedules, sequence of operation and diagrams for design disciplines. Drawings will be 90-percent complete at the completion of Level 3. DESIGN PROFESSIONAL will prepare the remaining technical specification sections and make final edits to other specification sections. The Level 3 submittal will include specific items as identified in the BDM.
2. Permit Acquisition Assistance. Provide in the specifications a list of the permits that must be obtained by the CONTRACTOR. Provide assistance to the CITY in securing a construction permit from MDNR, if required, by preparing a construction permit application for submittal to MDNR by the CITY.

3. Complete QA/QC Review. Assemble internally a pre-submittal Level 3 drawing and specification set. Conduct an internal quality control review and document in accordance with DESIGN PROFESSIONAL's standard protocol.
 4. Issue Level 3 Drawings and Specifications. Address internal quality control comments incorporating necessary changes to the drawings before submitting up to eight half-size drawing sets, up to two full-size drawing sets, and up to 10 specification sets for review. The CITY's review of interim deliverable is anticipated to occur within 14 calendar days immediately following receipt of the interim deliverable.
 5. Conduct Review Meeting. Following the 14 calendar day review period of CITY, DESIGN PROFESSIONAL will meet with CITY to review the documents and to discuss the CITY's comments.
- D. Prepare 100-percent Complete Deliverables. After addressing the CITY's review comments on the Level 3 submittal, DESIGN PROFESSIONAL will incorporate the CITY's comments into the design documents and prepare 100-percent complete design documents. Up to eight half-size sets and two full-size sets of 100-percent drawings along with up to 10 specification sets will be submitted to the CITY for final review. The CITY will submit four sets of drawings and specifications to MDNR along with its permit application, if applicable. The CITY's review of the final submittal package is anticipated to occur during a 14 calendar day period immediately after receipt of the 100-percent complete documents.
- E. Prepare Final Documents Deliverable.
1. Drawings and Specifications Finalization. DESIGN PROFESSIONAL will meet with CITY staff to receive review comments on the 100-percent documents. After addressing review comments received from the CITY, DESIGN PROFESSIONAL will finalize the documents and prepare final Construction Contract Documents. DESIGN PROFESSIONAL will provide up to five half-size sets of 100-percent drawings along with five specification sets to the CITY, plus the original signed and sealed documents. Drawings will also be furnished electronically in TIF format; one DVD or thumb drive will be provided. The CITY will reproduce and submit Construction Contract Documents to MDNR for final approval, as required. CITY will provide up to six half-size sets and one full-size set of the final drawings and up to seven sets of the project manual to the DESIGN PROFESSIONAL for its use during project bidding.
 2. Final Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare and submit to the CITY a final opinion of probable construction cost. The final Engineer's opinion of probable construction cost will be submitted as a total lump sum cost. The cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 1 or Check Estimate or Bid cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50 to 100-percent level; 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.

TASK SERIES 700 – BIDDING SERVICES

The purpose of Bidding Services is to assist the CITY with project advertisement to the contracting community and to receive bids for the construction project. Project advertisement before a bid letter will have a maximum duration of 30 days.

The following tasks will be completed for each construction contract.

- A. Attend Pre-Bid Conference. DESIGN PROFESSIONAL will attend a pre-bid conference at a date, time and place provided by the CITY. DESIGN PROFESSIONAL will assist the CITY as follows:
 1. Prepare Pre-Bid Conference Agenda.
 2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.
 3. Review special project requirements and the Construction Contract Documents in general.
 4. Receive requests for interpretations, which will be addressed by addendum.
- B. Interpret Bidding Documents and Prepare Addenda. DESIGN PROFESSIONAL will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. DESIGN PROFESSIONAL will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to CITY for distribution. Up to two addenda will be prepared by DESIGN PROFESSIONAL for distribution by CITY.
- C. 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 equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation up to two requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.
- D. Submit Engineer's Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will provide its final opinion of probable construction cost by updating the cost opinion from the 100-percent submittal with items impacted by addenda changes. The cost opinion will be submitted on the bidding form included in the bidding documents and placed in a sealed envelope. The sealed envelope will be placed in WSD's bid box prior to the bid opening. Since DESIGN PROFESSIONAL has no control over the cost of labor, materials or equipment furnished by others not under contract to DESIGN PROFESSIONAL or over the resources provided by others not under contract to DESIGN PROFESSIONAL to meet project schedules, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a professional engineer. DESIGN PROFESSIONAL does not warranty or guarantee that proposals, bids or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable cost or that actual schedules will not vary from DESIGN PROFESSIONAL's projected schedules. The final cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 1 or Check Estimate or Bid cost opinion in accordance with Association for

the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; 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.

- E. Review Bids. DESIGN PROFESSIONAL will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts.
- F. Make Recommendation of Award. DESIGN PROFESSIONAL will evaluate bids and make a written recommendation to CITY regarding contract award.
- G. Prepare Conformed Drawings. DESIGN PROFESSIONAL will incorporate electronically addenda issued during Bidding Services into the Contract Drawings. DESIGN PROFESSIONAL will provide up to three half-size and up to two full-size sets of Conformed Drawings to the CITY. Drawings will also be furnished electronically in TIF format; one DVD or thumb drive will be provided

III. OPTIONAL SERVICES.

Any work requested by the CITY that is not explicitly listed or discussed in the Basic Scope of Services written above is considered Optional Services. DESIGN PROFESSIONAL's contract upper limit includes an Optional Services Allowance amount of Two Hundred Thousand Dollars (\$200,000.00). 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 shall 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 will include, but may not be limited to, the following items:

- A. Meetings with local, State or Federal agencies to discuss the project, except as explicitly stated in the Basic Services discussed above.
- B. Appearances at public hearings or before special boards.
- C. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Amendment.
- D. Value engineering reviews or services or revisions of design drawings and specifications arising from value engineering review.
- E. Preparation of or assistance with permit applications except as explicitly identified in Basic Services.
- F. Special consultants or independent professional associates requested or authorized by CITY.

- G. Uncovering and subsequent physical inspection of buried force mains or other buried utility.
- H. Geotechnical subsurface investigations beyond those identified in this scope, including any borings in the pre-law landfill south of the Missouri River.
- I. Environmental investigations to delineate the spatial limits of existing pre-law landfill adjacent to the levee. Furthermore, environmental sampling will not be conducted by the DESIGN PROFESSIONAL.
- J. Phase I and Phase II environmental site assessments necessary that may be necessary for easement or property acquisition.
- K. Preparation for litigation, arbitration, mediation, or other legal or administrative proceedings; appearances in court or at arbitration or mediation sessions in connection with bid protests.
- L. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the Contractor except as explicitly identified as Basic Services.
- M. Changes in the general scope, extent, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity.
 - 2. CITY's schedule, design, or character of construction.
 - 3. Method of financing.
- N. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond DESIGN PROFESSIONAL's control.
- O. Assistance with bid protests including preparation for litigation, arbitration, mediation, or other legal or administrative proceedings; appearances in court or at arbitration or mediation sessions in connection with bid protests.
- P. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- Q. Services for making revision to Construction Contract Documents and project re-bidding arising from actual bid prices being greater than CITY's budget.
- R. Assistance with obtaining building or trade permits for construction.
- S. Property appraisals, title work, and negotiations for any property and easement acquisition that may be required for construction of Project.

- T. A Facility Plan as defined in MDNR's *Facility Plan Guidance for Wastewater Treatment Facilities with a Design Flow of 100,000 gpd or Greater* standards.
- U. Subsurface utility engineering and utility locating.
- V. Public communication, public education, or public relations work.
- W. Incorporation of green solutions and sustainable design elements into the Project's design, except as explicitly discussed herein.
- X. General coordination and meetings with any other CITY department(s) except as explicitly identified herein.
- Y. Work will not be completed or any field investigations conducted of the closed pre-law landfill, which is on the south bank of the Missouri River between the river bank and the levee. DESIGN PROFESSIONAL assumes that the area from the south bank of the river to the levee comprises the closed landfill and that no investigations or disturbance of this area will take place for the purposes of this Project. Work for this project will seek to avoid disturbance of the pre-law landfill site.
- Z. Evaluation or design of the North Bank Force Main.
- AA. Permit fees assessed by railroads, the USACE, Coast Guard, and any other governmental or private organization.
- BB. Barge rental for completion of the geotechnical exploration in the river can vary depending upon timing and availability. The Contract amount is based upon a barge rental quote of received of \$82,500. If additional cost are incurred, they shall be submitted to the City as an amendment.

III. CITY'S RESPONSIBILITIES

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

- A. Provide access to the Buckeye Creek Pump Station facility and force main sites for field investigations by DESIGN PROFESSIONAL.
- B. Negotiate, sign, and provide access agreements for DESIGN PROFESSIONAL's use to conduct field investigations on adjacent private property considered for acquisition, if required.
- C. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, operation and maintenance records, and any other data relative thereto. Provide said information within seven calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- D. The CITY hereby commits to review periods for interim deliverables of no more than 14 calendar days from receipt of deliverables from DESIGN PROFESSIONAL. CITY shall provide consolidated written review comments to DESIGN PROFESSIONAL within that period. Comments received after the 14 day period will result in the DESIGN PROFESSIONAL's schedule being extended one day for each day comments are past the

deadline. Comments received more than 60 days after the deadline will result in DESIGN PROFESSIONAL's schedule being extended two days for every day past the deadline when comments are due. For example, comments received 75 days after the deadline will result in DESIGN PROFESSIONAL's schedule being extended 90 days (a 60 day schedule extension for comments being 60 days late and a 30-day schedule extension for being an additional 15 days late).

- E. 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.
- F. CITY's Project Manager will coordinate meetings between the CITY's management, engineering, and operations and maintenance groups, and the DESIGN PROFESSIONAL.
- G. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DESIGN PROFESSIONAL.
- H. Property and easement acquisition is the responsibility of the CITY. Submittal of all easements obtained to the Jackson County Court House or Clay County Court House for recording of sites and along pipeline corridors is the CITY's responsibility.
- I. Preparation and distribution of notification of the CITY's intent to install a new force main to all affected property owners. Obtain permission for DESIGN PROFESSIONAL to conduct field investigations, site surveys, geotechnical site investigations, environmental site assessments, etc. on their property, as required.
- J. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Conduct the pre-bid conference.
 - 2. Prepare Bid Tabulation. Provide copies of bids to DESIGN PROFESSIONAL for evaluation.
 - 3. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.
 - 4. The CITY will reproduce and submit final Facility Operations Manual to MDNR as required.

End of Scope of Services

PHASE/Task	Project Director	Project Manager	Project Admin & Word Processing	Process Mech Engineer	Pump Specialist	Odor Control Specialist	Elec QC	Sr Elect Engr	Electrical Engineer	Electrical Tech	Sr I&C Engr QC	I&C Engr
	Jeff Henson	Andrew Hansen	Alicia Shoemaker									
Task Series 100 - Project Management and Administration												
A. Provide General Project Management Services	17	151										
B. Update Project Procedures Manual and Prepare Drafting Standards Manual		2										
C. Prepare Monthly Progress Report and Invoice		17										
D. Conduct Project Initiation Meeting	2	8										
E. Manage CITY HRD M&MBE Subconsultants	5	67										
Subtotal, Hours	25	246										
Subtotal, Billings	\$ 7,287	\$ 58,586	\$ 8,541									
Task Series 500 - Preliminary Design Services												
A. New Submersible Pump Station												
Grit Removal TM		0										
Grit Processing TM		0										
Corrosion Control TM		0										
B. Replacement Missouri River Force Main(s)												
Replacement Force Main TM		2										
C. Conduct Preliminary Design Progress Meetings (up to four mtgs)	4	16										
D. Develop Basis of Design Memorandum												
1. Prepare BDM	4	10		0	0	0	0		0			0
2. Develop preliminary design drawings		8		0	0				0			0
3. Complete QA/QC review and submit documents		2		0	0	0	0	0				0
4. Conduct BDM review meeting		2										
5. Incorporate comments and issue final BDM		2		0	0				0			0
E. Coordinate with North Kansas City		2										
F. Coordinate with US Army Corp of Engineers (USACE)		6										
G. Coordinate with BNSF, UP, and KCSR Companies		10										
H. Conduct Field Topographical and Boundary Survey		2										
I. Conduct Geotechnical Investigation		2										
Subtotal, Hours	8	66	13									
Subtotal, Billings	\$ 2,360	\$ 15,703	\$ 12,281									
Task Series 800 - Detailed Design Services (Ct 1 - Force Main)												
A. Conduct Detailed Design Progress Meetings (up to three mtgs)	6	12										
B. Prepare Level 2 Deliverables (60-percent complete)		8										
C. Prepare Level 3 Deliverables (90-percent complete)		8										
D. Prepare 100-percent Complete Deliverables		8										
E. Prepare Final Documents Deliverable												
1. Drawings and Specifications finalization		4										
2. Final opinion of probable construction cost		4										
Subtotal, Hours	6	44	15									
Subtotal, Billings	\$ 1,770	\$ 10,472	\$ 13,351									
Task Series 600 - Detailed Design Services (Ct 2 - Pump Station)												
A. Conduct Detailed Design Progress Meetings (up to six mtgs)	0	0										
B. Prepare Level 2 Deliverables (60-percent complete)		0		0	0	0	0	0	0	0	0	0
C. Prepare Level 3 Deliverables (90-percent complete)		0		0	0	0	0	0	0	0	0	0
D. Prepare 100-percent Complete Deliverables		0		0	0	0	0	0	0	0	0	0
E. Prepare Final Documents Deliverable												
1. Drawings and Specifications finalization		0		0	0	0	0	0	0	0	0	0
2. Final opinion of probable construction cost		0										
Subtotal, Hours	-	-	-									
Subtotal, Billings	\$ -	\$ -	\$ -									
Task Series 700 - Bidding Services (Ct 1 - Force Main)												
A. Attend Pre-Bid Conference		2										
B. Interpret Bidding Documents and Prepare Addenda (up to two add)		8										
C. Review and Process Substitutions and Or Equals (up to two sub rfs)		2										
D. Submit Engineer's Opinion of Probable Construction Cost		1										
E. Review Bids		4										
F. Make Recommendation of Award		2										
G. Prepare Conformed Drawings		1										
Subtotal, Hours	-	20										
Subtotal, Billings	\$ -	\$ 4,760	\$ 711									
Task Series 700 - Bidding Services (Ct 2 - Pump Station)												
A. Attend Pre-Bid Conference		0										
B. Interpret Bidding Documents and Prepare Addenda (up to two add)		0		0				0	0	0	0	0
C. Review and Process Substitutions and Or Equals (up to five rfs)		0										
D. Submit Engineer's Opinion of Probable Construction Cost		0										
E. Review Bids		0										
F. Make Recommendation of Award		0										
G. Prepare Conformed Drawings		0										
Subtotal, Hours	-	-	-									
Subtotal, Billings	\$ -	\$ -	\$ -									
PROJECT TOTALS												
TOTAL, HOURS	39	380	392									
TOTAL, BILLINGS	\$ 11,417	\$ 90,478	\$ 34,864									

PHASE/Task	I&C Tech	BLACK & VEATCH LABOR	
		SUBTOTAL, Hours	SUBTOTAL, Labor Billings
Task Series 100 - Project Management and Administration			
A. Provide General Project Management Services		238	\$ 48,521
B. Update Project Procedures Manual and Prepare Drafting Standards Manual		28	\$ 4,324
C. Prepare Monthly Progress Report and Invoice		115	\$ 17,615
D. Conduct Project Initiation Meeting		78	\$ 11,902
E. Manage CITY HRD M/WBE Subconsultants		135	\$ 27,122
Subtotal, Hours	-	593.06	
Subtotal, Billings	\$ -		\$ 109,484
Task Series 500 - Preliminary Design Services			
A. New Submersible Pump Station			
Grit Removal TM		-	\$ -
Grit Processing TM		-	\$ -
Corrosion Control TM		-	\$ -
B. Replacement Missouri River Force Main(s)			
Replacement Force Main TM		122	\$ 19,524
C. Conduct Preliminary Design Progress Meetings (up to four mtgs)		124	\$ 20,620
D. Develop Basis of Design Memorandum			
1. Prepare BDM	0	415	\$ 57,314
2. Develop preliminary design drawings	0	286	\$ 40,814
3. Complete QA/QC review and submit documents	0	50	\$ 8,333
4. Conduct BDM review meeting		33	\$ 5,558
5. Incorporate comments and issue final BDM	0	78	\$ 11,237
E. Coordinate with North Kansas City		16	\$ 3,326
F. Coordinate with US Army Corp of Engineers (USACE)		144	\$ 27,060
G. Coordinate with BNSF, UP, and KCSR Companies		171	\$ 26,906
H. Conduct Field Topographical and Boundary Survey		18	\$ 3,716
I. Conduct Geotechnical Investigation		98	\$ 18,316
Subtotal, Hours	-	1554	
Subtotal, Billings	\$ -		\$ 244,724
Task Series 600 - Detailed Design Services (Ct 1 - Force Main)			
A. Conduct Detailed Design Progress Meetings (up to three mtgs)		88	\$ 15,948
B. Prepare Level 2 Deliverables (60-percent complete)		562	\$ 82,455
C. Prepare Level 3 Deliverables (90-percent complete)		544	\$ 75,672
D. Prepare 100-percent Complete Deliverables		290	\$ 40,128
E. Prepare Final Documents Deliverable			
1. Drawings and Specifications finalization		214	\$ 27,808
2. Final opinion of probable construction cost		78	\$ 12,636
Subtotal, Hours	-	1,778	
Subtotal, Billings	\$ -		\$ 254,647
Task Series 600 - Detailed Design Services (Ct 2 - Pump Station)			
A. Conduct Detailed Design Progress Meetings (up to six mtgs)		-	\$ -
B. Prepare Level 2 Deliverables (60-percent complete)	0	-	\$ -
C. Prepare Level 3 Deliverables (90-percent complete)	0	-	\$ -
D. Prepare 100-percent Complete Deliverables	0	-	\$ -
E. Prepare Final Documents Deliverable			
1. Drawings and Specifications finalization	0	-	\$ -
2. Final opinion of probable construction cost		-	\$ -
Subtotal, Hours	-	-	
Subtotal, Billings	\$ -		\$ -
Task Series 700 - Bidding Services (Ct 1 - Force Main)			
A. Attend Pre-Bid Conference		8	\$ 1,688
B. Interpret Bidding Documents and Prepare Addenda (up to two add)		112	\$ 19,352
C. Review and Process Substitutions and Or Equals (up to two sub rfs)		26	\$ 5,348
D. Submit Engineer's Opinion of Probable Construction Cost		25	\$ 4,382
E. Review Bids		28	\$ 5,276
F. Make Recommendation of Award		6	\$ 1,292
G. Prepare Conformed Drawings		41	\$ 5,994
Subtotal, Hours	-	246	
Subtotal, Billings	\$ -		\$ 43,332
Task Series 700 - Bidding Services (Ct 2 - Pump Station)			
A. Attend Pre-Bid Conference		-	\$ -
B. Interpret Bidding Documents and Prepare Addenda (up to two add)	0	-	\$ -
C. Review and Process Substitutions and Or Equals (up to five rfs)		-	\$ -
D. Submit Engineer's Opinion of Probable Construction Cost		-	\$ -
E. Review Bids		-	\$ -
F. Make Recommendation of Award		-	\$ -
G. Prepare Conformed Drawings		-	\$ -
Subtotal, Hours	-	-	
Subtotal, Billings	\$ -		\$ -
PROJECT TOTALS			
TOTAL, HOURS	-	4,763	
TOTAL, BILLINGS	\$ -		\$ 657,627

ATTACHMENT C1

BLACK & VEATCH CORPORATION
HOURLY SALARY RATE SCHEDULE
FOR
CITY OF KANSAS CITY, MISSOURI

Hourly Billing Rates Effective April 1, 2017 through March 31, 2018

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 009	90.11	114.25
	ADM 008	62.03	91.50
	ADM 007	51.02	70.24
	ADM 006	38.67	68.46
	ADM 005	33.31	63.53
	ADM 004	26.76	47.46
	ADM 003	22.35	39.17
	ADM 002	17.60	29.44
	ADM 001	17.00	25.75
Administrative Support (ADS)	ADS-005	21.62	45.47
	ADS-004	18.92	34.67
	ADS-003	17.00	27.91
	ADS-002	12.79	21.75
Architectural (ARC)	ARC-008	70.24	70.24
	ARC-007	56.18	63.38
	ARC-006	44.94	60.11
	ARC-005	38.48	47.31
	ARC-004	34.57	38.82
	ARC-003	28.89	34.32
	ARC-001	25.32	25.32
Corporate Management Group (CMG)	CMG-40	125.05	125.05
	CMG-30	135.29	145.64
	CMG-20	94.36	120.78
	CMG-10	77.87	94.84
Construction Services (CNS)	CNS-012	99.05	103.30
	CNS-011	86.43	100.17
	CNS-010	70.11	98.78
	CNS-009	63.95	91.35
	CNS-008	54.98	77.53
	CNS-007	48.14	76.25
	CNS-006	42.30	64.76

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Construction Services (CNS) Cont.	CNS-005	35.00	56.43
	CNS-004	31.20	50.71
	CNS-003	27.10	39.41
	CNS-002	24.77	34.15
	CNS-001	32.14	32.14
Consulting (CST)	CST-008	176.70	176.70
	CST-007	107.45	150.20
	CST-006	79.23	129.81
	CST-005	59.42	103.51
	CST-004	42.15	102.30
	CST-003	38.34	54.92
	CST-002	34.22	48.08
	CST-001	29.08	38.46
Engineering (ENG)	ENG-136	88.42	102.13
	ENG-135	74.57	106.64
	ENG-134	68.39	102.72
	ENG-133	54.73	102.80
	ENG-132	50.89	86.62
	ENG-131	42.89	72.95
	ENG-130	36.91	62.53
	ENG-129	33.73	50.00
	ENG-128	29.70	43.65
	ENG-127	27.89	42.12
Engineering & Technical Specialties (ENS)	ENS-134	78.65	81.97
	ENS-133	62.68	76.81
	ENS-132	46.22	74.67
	ENS-131	37.26	68.82
	ENS-130	35.89	59.24
	ENS-129	30.24	44.01
	ENS-128	22.48	42.70
	ENS-127	24.04	30.10
Engineering Technician (ENT)	ENT-134	71.80	80.67
	ENT-133	48.25	80.50
	ENT-132	50.51	69.70
	ENT-131	42.00	61.11
	ENT-130	34.13	52.61
	ENT-129	30.71	49.25
	ENT-128	26.09	39.90
	ENT-127	21.86	37.20

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Engineering Technician (ENT) Cont.	ENT-126	20.00	30.88
	ENT-125	19.08	28.85
Estimating (EST)	EST-008	85.16	89.63
	EST-007	57.21	85.20
	EST-006	52.00	73.85
	EST-005	44.52	59.42
	EST-004	39.81	53.35
	EST-003	32.69	39.42
	EST-002	29.47	34.57
Finance (FIN)	FIN-008	55.29	74.64
	FIN-007	49.52	63.81
	FIN-006	40.62	61.91
	FIN-005	33.68	47.03
	FIN-004	27.00	38.57
	FIN-003	22.57	34.30
	FIN-002	19.35	30.13
	FIN-001	20.00	20.29
General Management (GMT)	GMT-009	147.41	186.78
	GMT-008	108.68	150.80
	GMT-007	110.68	154.94
	GMT-006	92.84	133.71
	GMT-005	76.94	129.05
	GMT-004	72.75	97.97
	GMT-003	67.50	87.85
	GMT-002	72.60	82.15
	GMT-001	48.91	66.31
Information Technology Services (ITS)	ITS-10	122.79	122.79
	ITS-9	92.25	92.25
	ITS-8	74.48	87.52
	ITS-7	45.90	78.38
	ITS-6	49.52	61.90
	ITS-5	41.31	51.00
	ITS-4	27.40	46.77
	ITS-3	25.33	37.06
	ITS-2	23.01	23.01
Legal (LGL)	LGL-10	126.27	127.27
	LGL-9	107.17	122.60
	LGL-8	92.48	100.79
	LGL-7	71.82	92.57

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINMUM RATE	MAXIMUM RATE
Legal (LGL) Cont.	LGL-6	55.17	67.64
	LGL-5	44.57	44.85
	LGL-4	39.49	39.49
	LGL-3	33.09	41.17
	LGL-2	34.46	34.46
Marketing & Communications (MAC)	MAC-010	116.83	116.83
	MAC-009	87.18	90.54
	MAC-008	61.96	81.51
	MAC-007	43.92	69.33
	MAC-006	37.25	58.87
	MAC-005	31.02	48.63
	MAC-004	28.05	41.72
	MAC-003	21.40	35.29
	MAC-002	19.23	28.38
	MAC-001	20.57	21.38
Office Services (OFF)	OFF-008	29.60	32.10
	OFF-007	22.97	28.99
	OFF-006	18.45	22.64
	OFF-005	16.56	22.74
	OFF-004	17.74	17.74
	OFF-003	14.32	14.32
Procurement (PCR)	PCR-008	69.93	81.91
	PCR-007	57.41	83.37
	PCR-006	45.48	61.12
	PCR-005	39.83	60.00
	PCR-004	33.99	48.41
	PCR-003	28.44	39.69
	PCR-002	25.24	36.96
	PCR-001	19.45	29.73
Project Controls (PJC)	PJC-009	90.49	90.49
	PJC-008	89.94	94.23
	PJC-007	64.02	83.88
	PJC-006	52.58	77.21
	PJC-005	48.71	72.57
	PJC-004	32.91	57.48
	PJC-003	34.61	44.30
	PJC-002	31.93	39.43
	PJC-001	23.77	31.44

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Project Management (PMT)	PMT-008	110.44	116.32
	PMT-007	95.09	116.83
	PMT-006	91.21	112.43
	PMT-005	82.25	115.00
	PMT-004	73.39	113.41
	PMT-003	66.65	98.50
	PMT-002	52.34	94.09
	PMT-001	42.38	84.93
Sales (SAM)	SAM-011	153.55	153.55
	SAM-010	108.12	121.58
	SAM-009	90.95	135.00
	SAM-008	69.23	111.12
	SAM-007	52.73	88.61
	SAM-006	45.56	74.28
	SAM-005	48.04	71.44
	SAM-004	31.38	50.10
	SAM-003	34.34	34.34
	SAM-002	26.42	26.42
Security Services (SEC)	SEC-008	69.67	69.67
	SEC-007	55.87	55.87
	SEC-006	46.60	55.46
Specialized Staff (SPC)	SPC-009	99.40	99.40
	SPC-008	58.48	89.05
	SPC-007	56.95	71.05
	SPC-006	40.37	73.17
	SPC-005	32.53	48.37
	SPC-004	33.06	40.38

End of Attachment C

ATTACHMENT G1

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.
	Name: TSi Engineering, Inc., B. Denise Hervey Email: dhervey@tsi-engineering.com	Address: 8248 NW 101 st Terrace #5 Kansas City, MO 64153 Phone: 816-599-7965 Fax: 816-599-7967
	Name: Milam & Associates, Mike Milam Email: Mmilam2@kc.rr.com	Address: 6006 E. 40 th Terrace Kansas City, MO 64129 Phone: 816-462-8464 Fax: None
	Name: TREKK Design Group, LLC, Kimberly Robinett Email: krobinett@trekkdesigngroup.com	Address: 1441 East 104 th Street Kansas City, Missouri 64131 Phone: 816-874-4655 Fax: 816-874-4675
	Name: Taliaferro & Browne, Inc., Hagos Andebrhan Email: hagos@tb-engr.com	Address: 1020 East 8 th Street Kansas City, MO 64106 Phone: 816-283-3456 Fax: 816-283-0810
	Name: KC Blueprint Co., Ruby Lane Email: rbyl@kcblueprint.com	Address: 2106 Swift N. Kansas City, MO 64116 Phone: 816-527-0900 Fax: 816-527-0960
	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: Black & Veatch Corporation
 Submitted By: Jeffrey W. Henson
 Title: Associate Vice President
 Telephone No.: 913-458-3410
 Fax No.: 913-458-3410
 E-mail: HensonJ@bv.com
 Date: May 3, 2017

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 1137 PROJECT NO. 81000727
BUCKEYE CREEK PUMP STATION REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on February 4, 2015, as follows:

WHEREAS, City has previously entered into a contract dated February 4, 2015 in the amount of \$244,000.00; and

WHEREAS, City has previously entered into an Amendment No. 1 on December 21, 2017 in the amount of \$1,019,655.00, to amend the total contract to \$1,263,655.00; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$1,318,858.00, to amend the total contract amount to \$2,582,513.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Design Professional agree as follows:

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

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A2 – Additional Scope of Services;
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C2 – Engineering Fee Summary and Schedule of Position Classifications;

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 \$2,582,513.00, as follows:

1. \$1,784,759.00 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 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 C2.

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 \$717,754.00. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, railroad applications, and travel per diem.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$80,000.00 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 and 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 C2**. 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 C2 and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when 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.

Date: 7/17/2019

DESIGN PROFESSIONAL

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

By: [Signature]
Title: Associate Vice President

Date: 8/8/19

KANSAS CITY MISSOURI

By: [Signature]
Title: Chief Financial Officer

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.

for [Signature] 8-19-19
Director of Finance (Date)

ATTACHMENT A2

Force Main Construction Management & RPR Phase Services and Pump Station Detailed Design & Bid Phase Services

DESIGN PROFESSIONAL: Black & Veatch Corporation

Owner: City of Kansas City, Missouri

Project: Buckeye Creek Pump Station and Force Main

WSD CPS Contract No.: 1137

WSD Project No.: 81000727

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 describe in detail the design professional's construction phase services to be provided for the Buckeye Creek Force Main construction project; and detailed design and bid services to be provided for the Buckeye Creek Pump Station Screening and SCADA Improvements project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated design and construction period.

A. Additional Background Information

1. The Buckeye Creek Pump Station is located at 5201 Birmingham Road, Kansas City, Missouri (south of Highway 210 at Searcy Creek Parkway). The existing Buckeye Creek Pump Station site contains several influent lines, manholes, valve vaults, storm water and wastewater unloading stations, the North Bank Force Main and Dual (2) Force Mains. The Dual 24-inch Force Mains convey flow south of the Missouri River to the NEID Sewer and ultimately to Blue River WWTP. The North Bank Force Main has the potential to convey flow to the Birmingham WWTP. A previous amendment to this contract designed, permitted and bid the proposed 36-inch Buckeye Creek Force Main, which will also convey flow to the NEID sewer and ultimately convey to the Blue River WWTP. The Buckeye Creek Force Main will cross under the Missouri River, a prelaw landfill, a levee south of the Missouri River and several railroad tracks both north and south of the Missouri River. On the north side of the Missouri River, the Buckeye Creek Force Main will cross under railroad tracks operated by the Burlington-Northern-Santa Fe (BNSF) and the Norfolk Southern railroad companies. On the south side of the Missouri River, the Buckeye Creek Force main will cross under railroad tracks owned by TOLMAK, Inc. and operated by the Kansas City Southern Railway Company (KCSR). The alignment beneath the levee requires coordination with the US Army Corps of Engineers (USACE). The existing Dual 24-inch Force Mains, typically denoted as east and west, were constructed approximately in 1970 and will remain in operation for as

long as CITY deems them a viable conveyance pipeline. The existing Dual 24-inch force mains will not be decommissioned under this Contract.

2. The first phase of the Work has been completed; it consisted of study and conceptual design services, including a condition assessment of the existing pump station and ancillary systems; screening of rehabilitation or replacement alternatives; a desk-top evaluation of the existing Buckeye Creek Force Mains under the Missouri River and the North Bank Force Main; development of an inspection plan to identify force-main access points; and procedures and costs for future field inspection of the North Bank Force Main condition along with either rehab or replacement of the force main.
3. The second phase of the Work has been completed; it consisted of the design and bidding of a new replacement force main under the Missouri River utilizing horizontal directional drilling installation methods. It also designed tie-ins to the existing pump station and NEID gravity sewer.
4. This phase of the Work adds the following to the Basic Services:
 - i. Provide engineering office construction phase services (CPS) for the installation of the 36-inch HDPE force main (Buckeye Creek Force Main). Field representative construction phase services will be provided for a portion of the Work included in the construction contract documents. The construction phase services described herein are based on a period of 455 calendar days from the Notice to Proceed through Project Closeout Services as further detailed in Section II – Project Milestones.
 - ii. Provide preliminary design, detailed design and bidding phase services for the screening improvements at the Buckeye Creek Pump Station. Work includes a technical memorandum to further define pump hydraulics, detailed design deliverables and bid phase services for the screening improvements at the Buckeye Creek Pump Station.
 - iii. Provide preliminary design, detailed design and bidding phase services for SCADA Improvements utilizing a fiber loop adjacent to the Buckeye Creek Pump Station. Work includes detailed design deliverables and bid phase services for these SCADA Improvements at the Buckeye Creek Pump Station. SCADA improvements include modifications to the facilities at the Buckeye Creek Pump Station to route flow to the Buckeye Creek Force Main or the North Bank Force Main. The SCADA Improvements to be completed at the Buckeye Creek Pump Station shall confirm with the standards established in the Technical Memorandum No. 4 in a separate project (Black & Veatch SCADA Improvements project).

B. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of preliminary design, detailed design, bidding and construction phase services for the Buckeye Creek Force Main and Buckeye Creek Pump Station

Screening and SCADA Improvements Project. The Work consists of the following professional services:

1. Project Management and Administration (Force Main CPS & Pump Station Screening and SCADA Improvements)
2. Construction office and field support services (Force Main CPS)
3. Part-time Resident Project Representative (RPR) services (Force Main CPS)
4. Preliminary Design services (Pump Station Screening and SCADA Improvements)
5. Detailed Design Services (Pump Station Screening and SCADA Improvements)
6. Bidding services (Pump Station Screening and SCADA Improvements)
7. Project closeout services (Force Main CPS)

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

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Office and Field Support Services

Task Series 300 – Resident Project Representative Services

Task Series 400 – Preliminary Design Services

Task Series 500 – Detailed Design Services

Task Series 600 – Bidding Services

Task Series 700 – Project Closeout

D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional construction phase services related to the Buckeye Creek Force Main Project. Construction phase services related to the Buckeye Creek Pump Station Screening and SCADA Improvements Project will be issued in a separate amendment.

E. 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.

F.

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. The CITY staff will coordinate with the United States Army Corps of Engineers and any other levee authority throughout the Project. Easements have been acquired by the CITY. Easement and land acquisition requirements will be communicated to the Contractor by the CITY staff. The CITY staff will coordinate Railroad Agreements with the Contractor.
2. The CITY will provide and manage the City's Document Control Platform (E-Builder) and provide training.
3. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
4. The CITY hereby commits to review periods for interim deliverables of no more than 14 calendar days from receipt of deliverables from DESIGN PROFESSIONAL. CITY shall provide consolidated written review comments to DESIGN PROFESSIONAL within that period. DESIGN PROFESSIONAL's schedule as defined herein shall be extended one calendar day for each day consolidated review comments are beyond the 14-day review period. Comments received more than 60 days after the deadline will result in DESIGN PROFESSIONAL schedule being extended two days for every day past the deadline when comments were due. For example, comments received 75 days after the deadline will result in the DESIGN PROFESSIONAL's schedule being extended 90 days (a 60-day extension for comments being 60 days late and a 30-day schedule extension for being an additional 15 days late).
5. Provide standard CITY forms, as applicable.
6. 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 policies and decision with respect to the materials, equipment elements and system pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the Work to consult with DESIGN PROFESSIONAL at any reasonable time.
7. The CITY's assigned project manager will coordinate communication and all activities with entities utilizing services at the Buckeye Creek Pump Station. Entities include but are not limited to, North Kansas City, KC Water Operations, ACE Pipe Cleaning and other general contractors not directly involved with the Work herein.
8. CITY will provide consolidated review comments on the meeting minutes to DESIGN PROFESSIONAL within 10 days of receipt. If no comments are received from the CITY during the 10-day review period, the draft minutes will not be reissued and will be considered final.
9. CITY will examine CITY front end specifications for conflicts with and coordination of the technical specifications prepared by DESIGN PROFESSIONAL. CITY will

coordinate with DESIGN PROFESSIONAL, as appropriate. Front End Specifications will be incorporated by the CITY at the time of Bid.

10. CITY will remove portions of guardrail in the Wet Well, as required, for Grit and Concrete Core Sampling.
 11. CITY will dewater and power wash wet well, as needed, for Grit and Concrete Core Sampling. CITY will provide bypassing of the flow or store the flow while sampling is commencing.
- H. Opinions of Probable Construction Cost. All opinions of probable construction costs developed for Project will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material, or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as a professional engineer. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable cost.
1. The cost opinions' level of accuracy prepared by DESIGN PROFESSIONAL for budget, authorization or control will be Class 3 cost opinions in accordance with accepted industry guidelines. The Class 3 estimate is commensurate with development of the design concept to a 10 to 40-percent level; 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.
 2. The cost opinions' level of accuracy prepared by DESIGN PROFESSIONAL for control or bid will be Class 2 cost opinions in accordance with accepted industry guidelines. The Class 2 estimate is commensurate with development of the design concept to a 30 to 75-percent level; 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.
 3. The cost opinions' level of accuracy developed by DESIGN PROFESSIONAL for a check estimate or bid will be Class 1 cost opinions in accordance with accepted industry guidelines. The Class 1 estimate is commensurate with design concept to a 65 to 100-percent level; 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.
 4. Opinions of probable cost, if determined by the CITY to be beneficial and warranted, will be reviewed and verified by a third-party contractor as part of the Basic Scope of Services.
- I. Limits of Authority for Construction Phase Services on the Buckeye Creek Force Main project:

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, Bonds and 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 will not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN PROFESSIONAL and its Subconsultants. The CONTRACTOR will have sole

responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

9. The DESIGN PROFESSIONAL will be responsible for generating and preparing written or electronic responses pertaining to request for information, change orders, request for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the DESIGN PROFESSIONAL.
10. 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.
11. The limitations upon authority and responsibility set forth in this agreement will also apply to DESIGN PROFESSIONAL's Consultants, Subconsultants, RPRs and assistants.

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. Buckeye Creek Force Main Project
 - i. Task Series 100 through 300 Services will be completed on or before 365 calendar days, or 12 months, as anticipated to complete construction activities.
 - ii. Task Series 700 – Project Closeout will be completed within 90 calendar days, or three (3) months of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.
2. Buckeye Creek Pump Station Screening and SCADA Improvements Project
 - i. Task Series 100 and 400 through 600 Services will be completed on or before 332 calendar days, or eleven (11) months, as anticipated to complete design activities.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL under the Construction Project for the force main and Design Project for the pump station.

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 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 of approximately fifteen (15) months, or four hundred fifty-five (455) calendar days as detailed in Section II – Project Milestones for the Buckeye Creek Force Main project. The Project Management and Administration services for the Buckeye Creek Pump Station Screening and SCADA Improvements project are developed based on the total anticipated schedule of approximately four (4) months, or one hundred and twenty-two (122) calendar days for design. Any changes to this anticipated schedule may result in changes to the planned scope tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 101 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.

Task 102 Conduct Project Initiation Meeting

DESIGN PROFESSIONAL will conduct an initial Buckeye Creek Pump Station Screening and SCADA Improvements project meeting with CITY staff to review the scope of work and DESIGN PROFESSIONAL's work plan, the project schedule, budget requirements, and other special needs for the Work; to review pertinent available data; and to present the DESIGN PROFESSIONAL's project team organization and staffing and define the lines of communication between DESIGN PROFESSIONAL and CITY.

Task 103 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. Each invoice by DESIGN PROFESSIONAL and Subconsultants will be itemized as follows:

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Phase Office and Field Support Services

Task Series 300 – Resident Project Representative Services

Task Series 400 – Preliminary Design Services

Task Series 500 – Detailed Design Services

Task Series 600 – Bid Phase Services

Task Series 700 – Project Closeout

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

Task 104 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. 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 105 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 106 Document Management

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (E-Builder) for managing, tracking and storing documents associated with the Buckeye Creek Force Main 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 will comply with file protocols and procedures for the web-based document management system provided by the CITY.

Task 107 Conduct Design Progress Meetings.

DESIGN PROFESSIONAL will conduct up to one (1) progress meetings, in addition to each deliverable review meeting, with CITY's staff during the Buckeye Creek Pump Station Improvement Project's design. The purpose of these meetings will be to: 1) update the team on

project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and 2) discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. DESIGN PROFESSIONAL will prepare an agenda for each meeting. Within 15 days thereafter, DESIGN PROFESSIONAL will prepare and distribute draft meeting minutes for City staff review. CITY will provide consolidated review comments for the meeting minutes to Design Professional within 10 days of receipt. DESIGN PROFESSIONAL will finalize meeting minutes and distribute within 5 days of receiving City review comments. If no comments are received from the CITY during the 10-day review period, the draft minutes will not be reissued and will be considered final.

Task 108 Manage City HRD M/WBE Subconsultants.

CITY has established MBE and WBE goals of 6.1 percent and 14.7 percent, respectively, for the project. To achieve these goals, DESIGN PROFESSIONAL will subcontract with and manage the efforts of several subconsultants. DESIGN PROFESSIONAL will develop scopes of work of each subconsultant, monitor their progress, reviews and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to documents preparation standards of DESIGN PROFESSIONAL and CITY and generally manage the subconsultants project performance. DESIGN PROFESSIONAL will prepare monthly M/WBE subcontract utilization report and submit in the required format to the CITY Human Relations department.

TASK SERIES 200 – 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 of twelve (12) months for the Buckeye Creek Force Main. Any changes to this anticipated construction schedule may result in changes to the scope of Tasks Series 100 through 300 and 700, and may require an adjustment to the Scope of Services and/or DESIGN PROFESSIONAL's compensation as approved by the CITY.

Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

Task 201 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 will be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

Task 202 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 of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable 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 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 if allowed by the CITY).

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

Task 203 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 ten (10) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the Buckeye Creek Force Main project.

Task 204 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; 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 205 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 208. To establish the basis for the DESIGN PROFESSIONAL's compensation, fifteen (15) site visits attended by DESIGN PROFESSIONAL and its Subconsultants are anticipated.

Task 206 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL will receive, review, and accept shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DESIGN PROFESSIONAL's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DESIGN PROFESSIONAL is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within twenty-eight (28) calendar days of receipt thereof for final approval.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of one hundred and thirty (130) submittals for the project, including resubmittals, are budgeted to be reviewed. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Some sections will have several submittals, such as the valves and concrete rebar.

Task 207 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.

To establish basis for DESIGN PROFESSIONAL's compensation a combined total of up to two (2) preliminary, final, and electronic O&M manuals are budgeted to be reviewed as part of the Basic Services. An O&M Manual is required for the plug valves and combination air valve system.

Task 208 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.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of twelve (12) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one hour site visit. DESIGN PROFESSIONAL attendance will be limited to 2 people (not including RPRs) and 4 hours per person including travel and review of CONTRACTOR's meeting notes.

Task 209 Assist in Evaluating Claims and Change Order Requests

DESIGN PROFESSIONAL will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL issuance for request for proposal. DESIGN PROFESSIONAL will

evaluate the construction cost and schedule impact of each change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule. DESIGN PROFESSIONAL will review 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 change order request and recommended action by CITY. The DESIGN PROFESSIONAL will negotiate 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 change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under a 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 change orders for the CITY. CITY will review, approve and execute all 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 four (4) change orders and a maximum of thirty (30) work change directives have been budgeted. Additional change orders will be provided as Optional Services.

Task 210 Field Material Testing

Provide the services of an independent testing laboratory to perform all 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. Up to six (6) sets of four cylinders will be prepared for concrete compressive strength tests. Up to six (6) concrete compression tests, six (6) field air content tests, and six (6) slump tests will be performed. Up to four (4) standard Proctor tests will be performed on soil backfill materials. Up to two (2) relative density tests will be performed on granular backfill materials. Up to six (6) nuclear density tests on compacted backfill will be performed.

Task 211 Substantial Completion Inspection

The DESIGN PROFESSIONAL, RPR and Subconsultants 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.

Task 212 Final Completion Inspection

The DESIGN PROFESSIONAL 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 213 Prepare Operations Manual

The DESIGN PROFESSIONAL will prepare an Operations Manual for the operation of the valve and system configuration at the Buckeye Creek Pump Station site. The following topics will be included in the Operations Manual:

1. System Description. Description of the capacity, force main conditions and 'normal operating mode' as provided by the Basis of Design Memorandum.
2. Design Criteria. Tables of design criteria for the system components.
3. Normal Operation. System's normal operation procedures with block diagrams of normal start-up and shutdown procedures.
4. Back-up System Operation. Discussion of the backup North Bank Force Main and the Dual 24-inch Force Mains.
5. Maintenance. Discussion of the normal and preventative maintenance procedures.

The DESIGN PROFESSIONAL will provide two (2) preliminary copies of the Operations Manual to OWNER for review. The DESIGN PROFESSIONAL will update the preliminary manual after commissioning and acceptance testing and submit two (2) electronic copies in Word format and two (2) hard copies to OWNER.

TASK SERIES 300 – RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work associated with the Buckeye Creek Force Main Project as defined in the Construction Contract Documents. Through a Subconsultant agreement, DESIGN PROFESSIONAL will provide RPR assistants.

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 300 is based on providing one half-time RPR working up to 20 hours per week, over the course of 365 calendar days until final completion. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. Additional inspection will be provided as Optional Services upon written authorization from the CITY.
2. General Responsibilities. RPR will be on site from the CONTRACTOR's mobilization 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.

3. 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.

RPR Offices:

Field office trailer will be provided by the CONTRACTOR for the exclusive use of the Resident Project Representative. The trailer will be located to a suitable site located within the project area as secured by CONTRACTOR. Trailer will be a minimum of 300 square feet. All utility hook-ups will be the responsibility of the CONTRACTOR.

The Resident Project Representative's field office trailer will be equipped with the following:

- Two separate office areas.
- Secure entrance door(s).
- Windows with operable sash, insect screens, and blinds.
- Lockable storage closet.
- Resilient floor covering.
- Two standard size desks with three drawers and at least one of the drawers will be lockable.
- New ergonomic swivel desk chair with arms.
- Two standard four-drawer legal size metal filing cabinets with lock and key.
- Ten straight chairs and conference table large enough to accommodate ten persons.
- Four waste buckets.
- Two tack boards, 36"x30".
- 4'x8' whiteboard with markers and erasers for conference area.
- Small table and microwave oven – 2 cubic feet, 1200 watts minimum.
- Mini-refrigerator, 3.1 cubic feet minimum.
- Lighting: 50 foot-candles at desktop height. Exterior lighting at entrance door.
- Heating and Air conditioning.
- Electric water cooler with water service throughout the duration of construction.
- Portable sanitary waste unit, with weekly sanitary service to empty contents and maintain an overall clean appearance both internally and externally.
- Internet service and wireless router. Minimum internet speed will be 15 Mbps.

DESIGN PROFESSIONAL will be responsible for providing all other supplies and equipment necessary for performance of the field work.

Task 301 Schedules

RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 202. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

Task 302 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, take meeting notes, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 303 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 daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities 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 daily basis. 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 daily 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.

4. Provide a monthly summary of work completed by the CONTRACTOR in the monthly CPS status report.
5. Witness and document testing performed by the CONTRACTOR.
6. 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 304 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.
2. RPR will report to DESIGN PROFESSIONAL whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes 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 view condition of the Dual 24-inch Force Mains and the North Bank Force Main submitted by the CONTRACTOR and will provide documentation of the condition of the force mains.
8. 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.

Task 305 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. This task is limited to that which the RPR can perform when the RPR is onsite, 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. 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 401.

Task 306 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL, with a notification to the CITY's Project Manager or designate on a weekly basis, the daily reports, when the RPR is onsite, the RPR observed events at the job site, including the following information:
 - i. Hours the CONTRACTOR worked on the site.
 - ii. Review CONTRACTOR and Subcontractor personnel on site (Daily Labor Force Report received from CONTRACTOR).
 - iii. Construction equipment on the site.
 - iv. Observed delays and potential causes.
 - v. Weather conditions.

- vi. Data relative to claims for extras or deductions.
 - vii. Daily construction activities and condition of the work.
 - viii. Observations pertaining to the progress of the Work. Materials received on site.
 - ix. Observations on associated with HDD equipment and instrumentation, including but not limited to the progress of drilling and geotechnical data from the bore hole.
 - x. Construction issues, and resolutions or proposed resolutions to issues.
2. All reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

Task 307 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 308 Substantial Completion Inspection

1. Before DESIGN PROFESSIONAL conducts Substantial Completion Inspection, and after CONTRACTOR certifies the project is ready for Substantial Completion, RPR will 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 CITY.
3. The DESIGN PROFESSIONAL will provide technical assistance in the identification of project punch-list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work.

Task 309 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 400 – PRELIMINARY DESIGN SERVICES

The purpose of Preliminary Design for the Buckeye Creek Pump Station Screening and SCADA Improvements project is to establish, in collaboration with the CITY, the details necessary to design screening to remove debris from the influent flow and flow control improvements at the existing Buckeye Creek Pump Station. The design elements selected by the CITY will be documented in a Basis of Design Memorandum (BDM).

DESIGN PROFESSIONAL will not develop a separate Missouri Department of Natural Resources (MDNR) Facility Plan, which is normally required for MDNR construction permitting. The BDM will be submitted by the CITY to MDNR to meet the intent of MDNR's Facility Plan based upon MDNR acceptance of this approach on previous CITY projects.

The scope of the capital improvements to be constructed and the associated engineering services required cannot be definitively established until after the tasks in Task Series 400 have been completed and the CITY has accepted the Final BDM. For the purposes of developing this Basic Scope of Services, engineering compensation, and schedule milestones, the following project elements, which are divided into separate technical memoranda, are assumed to be included in the Project.

Task 401 Hydraulic Analysis

This TM will evaluate the following associated with the wetwell and pump hydraulics: design of necessary influent wetwell chamber modifications in accordance with the requirements of the Hydraulic Institute Standards; overall facility hydraulic profile and influent pumping equipment design recommendations incorporating improvements, Buckeye Creek Force Main, North Bank Force Main, North Kansas City Force Main and future Wet Weather Treatment expansion. The hydraulic design will include an evaluation of flow up to 21 mgd (conveyed to the pump station's wetwell from North Kansas City Force Main, influent sewers, unloading stations and North Bank Interceptor) to be conveyed through the North Bank Force Main, existing valve vault south of the pump station, or new valve vault, if required. City will confirm alignment, fittings, pipe construction, valves and any other conditions discovered from investigations of the existing North Bank Force Main to the Birmingham Pumping Station. City will provide a summary of hydraulic considerations (including flow, location on site, general layout, etc.) of the future Wet Weather Treatment anticipated to be located on the Buckeye Creek Pump Station site.

Task 402 Basis of Design Memorandum

Pump Station Design Elements. The anticipated pump station design elements include the following:

1. Pump Station

i. Wetwell

- Incorporating CITY design decisions elements in regards wetwell configuration to meet Hydraulic Institute Standards are Optional Services.
- Design of an isolation slide gates to the wet well.

ii. Screening Improvements

- Design of screening improvements in the existing wetwell/screen channels. Improvements to the wetwell to allow for the addition of one (1) screen include the addition of a suspended slab
- Grit sampling will consist of 6 channel samples (in one location upstream of the Buckeye Creek Pump Station Wet Well) and 3 grab samples from the grit pit. A dry and wet sieve lab analysis will be performed on the grab and channel samples. A technical memorandum will be developed summarizing the findings and recommending screen sizes.

iii. Valve Vault Improvements

- Modification to convert the two (2) manual operated plug valves found in Valve Vault No. 2 and Valve Vault No. 3, installed under the Buckeye Creek Force Main project, to electrically operated to allow flow control to either Buckeye Creek Force Main or the North Bank Force Main. Electrical actuators will be mounted above the top slab and will not include an additional exterior housing. Modifications the North Bank Force Main isolation valve and Buckeye Creek Pump Station header are Optional Services. Modifications to the existing actuators are anticipated to be performed as change orders under the Buckeye Creek Force Main CPS project.

2. Pump Station Ancillary Systems

i. Plumbing

- Design of plumbing improvements to meet Code and design requirements for the screening improvements including, but not limited to connection to the existing potable and non-potable water piping; and design of drain lines and necessary floor drains.

ii. Facility Electrical Systems

- Design improvements to the existing electrical systems to power screening improvements. All screening improvement will assume 480-volt, 3-phase power or 120-volt, single phase. The electrical upgrades assume that

sufficient power is available for the electric actuators used for flow control and the screening improvements.

- Providing design of all exterior lighting systems near the screens using light-emitting diode (LED) fixtures shall be considered Optional Services.

iii. Instrumentation and Control System.

- The CITY is currently developing standards and implementing improvements to the Wastewater SCADA system which will include new remote communications infrastructure. Improvements to the communication system will be incorporated as part of the SCADA Improvements project; this project shall include SCADA improvements and connection of the Buckeye Creek Pump Station Facility to the fiber loop per CITY standards. These upgrades shall include:
 - i. Replace the existing SLC 5/04 PLC with a new ControlLogix or CompactLogix PLC. Identify existing I/O and control functionality in the existing SLC 5/04 and prepare specifications to implement the I/O and control functionality into the upgraded PLC. Incorporate the new screen improvements into the new upgraded PLC.
 - ii. Upgrade the Panelview OIT to the standard Panelview Plus 7. Upgrade the existing factorytalk graphics to the standards and incorporate the screening systems improvements.
- Design of screening control system will be consistent with the CITY's standards.
- Provide monitoring for screening improvements and level alarms.
- Install wet well level sensors and switches with local indication and remote alarming capability.
- Install electric motor driven actuators and incorporate those points to the new PLC for two (2) plug valves found in Valve Vault No. 2 and Valve Vault No. 3 installed under the Buckeye Creek Force Main project.
- Installing gas monitoring equipment in the screen channel and wetwell will be considered Optional Services.
- Conducting a Radio Path Study shall be considered Optional Services.

iv. Miscellaneous Structural

- Modifications to existing concrete surfaces in the wetwell and screening channels as needed for support of screening improvements. Design of structural improvements will incorporate a full suspended slab above the channels with access for equipment and operators using grating or hatches.
- Development of a Geotechnical Data Report and a Geotechnical Baseline Report for incorporation into the contract documents will be considered Optional Services. The geotechnical report previously developed in the

Buckeye Creek Force Main design will be utilized for informational purposes during the Buckeye Creek Pump Station Improvements.

- Optional Services. Concrete core testing will not be incorporated as part of this contract to determine viability of the existing concrete foundation and walls. Extensive structural modifications to the foundation and wall shall be considered Optional Services.

v. Site Work

- Prepare overall site plans for the existing Buckeye Pump Station site, including plan/profile sheets of modifications to sidewalk and parking facilities.
- Prepare site plans for yard piping improvements including yard piping and valves to accommodate screening improvements at the pump station wetwell.

Develop Basis of Design Memorandum

1. Prepare Draft Basis of Design Memorandum (BDM). DESIGN PROFESSIONAL will prepare a BDM for the design and construction of the pump station and force mains. The BDM will document the design through inclusion of:

- i. Major component design criteria for the following engineering disciplines:
 - site work
 - mechanical process
 - structural
 - building mechanical, including HVAC, plumbing and fire protection, as required
 - electrical distribution and limited power supply improvements
 - instrumentation and control
- ii. Control strategies
- iii. Equipment lists
- iv. Code classification table
- v. MDNR construction permitting information and procedures, if required
- vi. A description of construction sequencing and construction constraints for component construction and rehabilitation
- vii. A preliminary list of design drawings based on proposed improvements
- viii. A preliminary specification table of contents based on proposed improvements

- ix. DESIGN PROFESSIONAL will review the BDM for accuracy and completeness prior to submitting five (5) copies to the CITY for review and comment.
2. Develop Preliminary Design Drawings. Begin Construction Contract Document preparation through development of the following preliminary drawings, at a minimum, with the BDM. Drawing development will be to an approximate 30-percent design completion stage.
- i. Process flow diagrams and schematics
 - ii. Process and instrumentation diagrams (P&IDs)
 - iii. Hydraulic profile
 - iv. General Site drawing showing the general arrangement of existing facilities with site work improvements
 - v. Facility and equipment layout drawings
3. Develop Opinion of Probable Construction Cost.
- i. DESIGN PROFESSIONAL will prepare and submit to the CITY an opinion of probable construction cost for the improvements defined in the BDM.
 - ii. DESIGN PROFESSIONAL will identify in its cost opinions those capital costs associated with facility improvements that are directly related to the Federal Consent Decree and those that are associated with facility reliability enhancements.
 - iii. The cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 3 or Budget, Authorization, or Control cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 3 estimate is commensurate with development of the design concept to a 10-to 40-percent level; 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.
4. Complete QA/QC Review and Submit Documents. Assemble internally a pre-submittal draft BDM and a set of preliminary drawings. Conduct an internal quality control review before submitting five (5) copies of the draft BDM and half-size drawings (11" x 17") of the interim deliverable for review.
5. Conduct BDM Review Meeting. DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft BDM and receive their comments.
5. Incorporate Comments and Issue Final BDM. DESIGN PROFESSIONAL will incorporate CITY review comments into the Draft Basis of Design Memorandum and submit five (5)

copies and one (1) electronic file in an indexed portable document file (pdf) format of the Final Basis of Design Memorandum.

TASK SERIES 500 – DETAILED DESIGN SERVICES

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specified. Upon receiving approval from the CITY, DESIGN PROFESSIONAL will provide detailed design services and Construction Contract Documents for the recommended pump station improvements identified in the BDM. DESIGN PROFESSIONAL will proceed with detailed design and the preparation of Construction Contract Documents using the DESIGN PROFESSIONAL's standard formatting for technical specifications and drawings and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the Level 3 (90-percent complete) and 100-percent stage. Final Documents provided for bidding purposes will complete detailed design activities.

Task 501 Level 3 Deliverable (90%)

Drawings and Specifications Development. The design will be advanced to an approximate 90-percent completion stage. The Level 3 submittal will include final installation details, dimensions, schedules, sequence of operation and diagrams for design disciplines. Drawings will be 90-percent complete at the completion of Level 3. DESIGN PROFESSIONAL will prepare the remaining technical specification sections and make final edits to other specification sections. The Level 3 submittal will include specific items as identified in the BDM.

Permit Acquisition Assistance. Provide in the specifications a list of the permits that must be obtained by the CONTRACTOR. Provide assistance to the CITY in securing a construction permit from MDNR, if required, by preparing a construction permit application for submittal to MDNR by the CITY.

Construction Constraints and Sequencing Analysis. DESIGN PROFESSIONAL will identify construction constraints to be specified in the Construction Contract Documents based on discussions with CITY staff regarding restrictions impacting station operation.

Complete QA/QC Review. Assemble internally a pre-submittal Level 3 drawing and specification set. Conduct an internal quality control review and document in accordance with DESIGN PROFESSIONAL's standard protocol.

Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting five (5) half-size drawing sets, two (2) full-size drawing sets, and five (5) specifications for review. The CITY's review of

interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable.

Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, DESIGN PROFESSIONAL will meet with CITY to review the documents and to discuss the CITY's review comments. A cost estimate will be provided at each design review meeting.

Task 502 Complete Deliverable (100%)

After addressing the CITY's review comments on the Level 3 submittal, DESIGN PROFESSIONAL will incorporate the CITY's comments into the design documents and prepare 100-percent complete design documents. A total of eight (8) half-size sets and two (2) full-size sets of 100-percent drawings along with ten (10) specifications will be submitted to the CITY for final review. The CITY will submit four (4) full-size sets of drawings and specifications to MDNR along with its permit application. The CITY's review of the final submittal package is anticipated to occur during a fourteen (14) calendar day period immediately after receipt of the 100-percent complete documents.

Task 503 Final Document Deliverable

Drawings and Specifications Finalization. DESIGN PROFESSIONAL will meet with CITY staff to receive review comments on the 100-percent documents. After addressing review comments received from the CITY, DESIGN PROFESSIONAL will finalize the documents and prepare final Construction Contract Documents. DESIGN PROFESSIONAL will provide five (5) half-size sets of 100-percent drawings along with five (5) specifications to the CITY, plus the original signed and sealed documents. Drawings will also be furnished electronically on DVD in TIF format. Two (2) copies of the DVD will be provided. The CITY will reproduce and submit Construction Contract Documents to MDNR for final approval, as required. CITY will examine front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for conflicts with and coordination of the technical specifications prepared by DESIGN PROFESSIONAL. CITY will coordinate with DESIGN PROFESSIONAL, as appropriate. Front End Specifications will be incorporated by the CITY at the time of Bid. CITY will provide six (6) half-size sets and one (1) full-size set of the final drawings to the DESIGN PROFESSIONAL for its use during project bidding.

Final Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare and submit to the CITY a final opinion of probable construction cost. The final Engineer's opinion of probable construction will be submitted as a total lump sum cost. The cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 1 or Check Estimate or Bid cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 65 to 100-percent level; 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.

TASK SERIES 600 – BID PHASE SERVICES

The purpose of Bidding Services is to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement will have a maximum duration of 30 days.

Task 601 Attend Pre-Bid Conference

Attend Pre-Bid Conference. DESIGN PROFESSIONAL will attend a pre-bid conference at a date, time and place provided by the CITY. DESIGN PROFESSIONAL will assist the CITY as follows:

1. Prepare Pre-Bid Conference Agenda.
2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.
3. Review special project requirements and the Construction Contract Documents in general.
4. Receive requests for interpretations, which will be addressed by addendum.

Task 602 Interpret Bid Docs & Addendum

Interpret Bidding Documents and Prepare Addenda. DESIGN PROFESSIONAL will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. DESIGN PROFESSIONAL will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to CITY for distribution. Up to two (2) addenda will be prepared by DESIGN PROFESSIONAL for distribution by CITY.

Task 603 Review and Process Substitutions

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 equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation up to one (1) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 604 Submit Engineers Opinion of Probable Construction Cost

Submit Engineer's Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will provide its final opinion of probable construction cost by updating the cost opinion from the 100-percent submittal with items impacted by addenda changes. The cost opinion will be submitted on the bidding form included in the bidding documents and place in a sealed envelope. The sealed envelope will be placed in WSD's bid box prior to the bid opening. Since DESIGN PROFESSIONAL has no control over the cost of labor, materials or equipment furnished by others not under contract to DESIGN PROFESSIONAL or over the resources provided by others not under contract to DESIGN PROFESSIONAL to meet project schedules, DESIGN

PROFESSIONAL's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable cost or that actual schedules will not vary from DESIGN PROFESSIONAL's projected schedules. The final cost opinion level of accuracy presented by DESIGN PROFESSIONAL will be a Class 1 or Check Estimate or Bid cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. The Class 1 estimate is commensurate with development of the design concept to a 50- to 100-percent level; 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.

Task 605 Review Bids

Review Bids. DESIGN PROFESSIONAL will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts.

Task 606 Recommendation of Award

Make Recommendation of Award. Evaluate bids and make a written recommendation to CITY regarding contract award.

Task 607 Prepare Conformed Drawings

Prepare Conformed Drawings. DESIGN PROFESSIONAL will incorporate electronically all addenda issued during Bidding Services into the Contract Drawings. DESIGN PROFESSIONAL will provide three (3) half-size and two (2) full-size sets of Conformed Drawings to the CITY. Drawings will also be furnished electronically on DVD in TIF format. Two (2) copies of the DVD will be provided.

TASK SERIES 700 – PROJECT CLOSEOUT

Task 701 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, as applicable, for the project that show changes to original drawings made during construction.

2. DESIGN PROFESSIONAL is not responsible for any errors or omission in the information from others that is incorporated into the record drawings.
3. DESIGN PROFESSIONAL will provide three (3) full size and two (2) half size drawings, one (1) electronic version of AutoCAD files, and one set of drawings in PDF format.
4. The RPR for the Buckeye Creek Force Main project will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL will review these items with RPR, as applicable, before issuing a statement of final completion to the CITY.
5. The CITY will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL will review these items with the CITY. RPR, as applicable, before issuing a statement of final completion to the CITY.

Task 702 Furnish CONTRACTOR' Completion Documents

DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted 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.

Task 703 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, as applicable, to the CITY. 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 amount of \$80,000. 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. Additional performance of field testing services. Field testing services is planned to be the responsibility of the DESIGN PROFESSIONAL under the Construction Contract Documents.
2. Additional RPR Services or Office Phase Services beyond the quantities defined in the Basic Scope of Services.
3. Survey Services beyond the quantity defined in the Basic Scope of Services.
4. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY will reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.
5. Regulatory Coordination: Liaison with Regulatory Agencies beyond coordination already completed or associated with Amendment No. 1 of the Work.
6. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.
7. Meetings with local, State or Federal agencies to discuss the project, except as explicitly stated herein.
8. Appearances at public hearings or before special boards.
9. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
10. Value engineering reviews or services or revisions of design drawings and specifications arising from value engineering review.

11. Preparation of or assistance with permit applications.
12. Laboratory bench-scale and pilot testing.
13. Special consultants or independent professional associates requested or authorized by CITY.
14. Uncovering and physical inspection of force mains and other buried utilities.
15. Development of a Geotechnical Data Report and a Geotechnical Baseline Report developed in design contracts for incorporation into the contract documents.
16. Computational fluid dynamics modeling and physical modeling of wet well hydraulics.
17. Preparation for litigation, arbitration, mediation or other legal or administrative proceedings; appearances in court or at arbitration or mediation sessions in connection with bid protests, change orders or construction incidents.
18. Legal support or dispute resolution services necessary for claim or change order request resolution.
19. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified elsewhere in this Scope of Services.
20. Observing factory tests and/or field or factory retesting of equipment that fails to pass the initial test.
21. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
22. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR except as specifically identified in this Scope of Services.
23. Services resulting from significant delays, changes or prices increases caused directly or indirectly by shortages of materials, equipment, or energy.
24. Additional or extended services during construction made necessary by:
 - i. Work damaged by fire or other cause during construction,
 - ii. A significant amount of defective or neglected work by any CONTRACTOR,
 - iii. Acceleration of the progress schedule involving services beyond normal working hours,
 - iv. Default by any CONTRACTOR and

- v. Failure of the CONTRACTOR to complete the Work within the construction contract time.
- 25. Special services in connection with partial utilization of any part of the project by CITY prior to Substantial Completion or Achievement of Full Operation which requires the Resident Project Representative to work additional hours or requires employment of additional on-site personnel.
- 26. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- 27. Review and analysis of claims for differing subsurface and physical conditions submitted by the CONTRACTOR or others in connection with the Work.
- 28. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - i. Changes in size or complexity.
 - ii. CITY's schedule, design or character of construction.
 - iii. Method of financing.
- 29. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond DESIGN PROFESSIONAL's control.
- 30. Assistance with bid protests including preparation for litigation, arbitration, mediation, or other legal or administrative proceedings; appearances in court or at arbitration or mediation sessions in connection with bid protests.
- 31. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- 32. Services for making revision to Construction Contract Documents and project re-bidding arising from actual bid prices being greater than CITY's budget.
- 33. Evaluation of material or equipment substitutions, work changes, or unforeseen conditions identified during construction.
- 34. Control system equipment manufacturer coordination services.
- 35. Special inspections as dictated by any adopted building code or amendments thereto of the City of Kansas City, Missouri.

36. Assistance with obtaining building or trade permits for construction.
37. SCADA configurations services with respect to all existing or new programmable logic controllers.
38. Underground storage tank assessments or removal.
39. Risk management associated with pump station construction sequencing of pump station improvements.
40. Phase 1 Environmental Site Assessments necessary for any easement or property acquisition.
41. Property appraisals and title work for property and easement acquisition.
42. A Facility Plan as defined in MDNR's Facility Plan Guidance for Wastewater Treatment Facilities with a Design Flow of 100,000 gpd or Greater standards.
43. Subsurface utility engineering and utility locating.
44. Public communication, public education, or public relations work.
45. Incorporation of green solutions and sustainable design elements into the Project's design, except as explicitly discussed herein.
46. General coordination and meetings with any other CITY department(s) except as explicitly identified herein.
47. Items outlined as Optional Services in Task Series 400.
48. Inspection and analysis of the North Bank Force Main and North Kansas City Force Main.
49. Prepare overall site plans for the existing Buckeye Pump Station site, including plan/profile sheets of modifications to existing access roads and sidewalks not impacted by the screening improvements, parking facilities and unloading stations.
50. Prepare site plans for yard piping improvements including piping necessary to tie the North Kansas City Force Main to the Entrance Chamber/Wetwell; due to improvements associated with the unloading stations; tie the discharge pipe to the North Bank Force Main; and yard piping and valves to accommodate other improvements to the pump station.
51. Design a new or improvement to the existing the two (2) unloading stations.
52. Design stormwater improvements around the pump station site, majority of work to be grading.

53. Prepare plans for improvements to existing and new yard structures to tie into the North Bank Force Main, North Kansas City force Main and flowmeter, if necessary.
54. Coordinate site plan development drawings with Missouri Gas Energy (MGE)/Spire for the installation of a new natural gas supply line to pump station from closest MGE/Spire service connection point. Design will incorporate any connection from the gas meter to the pump station.
55. Modifications to existing concrete surfaces in the pump station, manhole and vaults as needed. Including design of an intermediate level in the Dry pit and new yard structures.
56. Replacement of the pump station roof utilizing City standard APP modified bitumen roofing materials.
57. Replacement and modifications to the existing roof hatch, skylights and access ladder.
58. Repair the existing stone coping around the roof perimeter. Modifications to the existing flashing and replacement of superstructure to meet Code if necessary.
59. Provide design of all interior and exterior lighting systems (other than those used for screening improvements) using light-emitting diode (LED) fixtures.
60. Design improvements to the electrical systems past the incoming switchgear to be 480-volt, 3-phase power or 120-volt, single phase.
61. Design of medium voltage power supplies in excess of 480-volt, 3-phase power.
62. Design of HVAC improvements. The HVAC systems for the Operating Level and Drywell shall include separate ventilation and cooling systems to meet current NFPA and MDNR recommended ventilation rates. Including the following:
 - a. Provide HVAC systems for cooling of adjustable frequency drives, Motor Control Center, PLC, HMI and SCADA.
 - b. Supplying building heat using natural gas fired air handling unit(s).
 - c. Design of plumbing improvements to meet Code including, but not limited to upgrades to the existing potable and non-potable water piping; and improvements to the existing sump pumps and drain lines in the pump station.
 - d. Design roof drain with non-metallic piping systems as approved by CITY.
 - e. Evaluation and design of Fire Protection Systems with existing CITY codes.
63. Modifications to existing motor room/operating floor for protection of critical operating equipment from flooding above the elevations required by the Missouri Department of Natural Resources (MDNR) requirements.

64. Modification to existing motor room/operating floor to house variable frequency drives and associated power systems. For the purposes of defining this scope, analysis of alternative drive types other than variable frequency drives are an Optional Services.
65. Evaluation and design of a pumping system incorporating vertical end-suction centrifugal pumps (close-coupled) or dry-pit submersible pumps.
66. Evaluation and replacement of piping and valves to accommodate improvements inside the pump station. Piping should include provision to pump to the Birmingham Pump Station through the North Bank Force Main in addition to the existing conveyance option to the NEID gravity sewer.
67. Replacement of existing 60" by 48" Sluice Gate and actuator isolating the Entrance Chamber from the entrance into the Wetwell.
68. Structural design services are limited based on the quality of the existing concrete foundation, walls and slab. If core samples demonstrate that insufficient strength is available for connection of columns and/or walls to the existing foundation or existing walls, additional structural design services shall be required as part of this project.
69. A Radio Path Study for determination of radio signal viability at the Buckeye Creek Pump Station.

END OF SCOPE OF SERVICES



KC WATER

CONTRACT ADMINISTRATION

4800 E. 63rd Street • Kansas City, MO 64130

P: 816-513-0580 • F: 816-513-0226 • www.kcwaterservices.org

July 9, 2021

Jeff Henson
Black & Veatch Corporation
8400 Ward Parkway
Kansas City, MO 64114

**Re: Contract No. 1137/Project No. 81000727 – Buckeye Creek Pump Station
Rehabilitation, Amendment 3**

Dear Mr. Henson:

Enclosed is a fully executed copy of the contract amendment for the above referenced project. Please continue to coordinate your activities on this work with Carla Bergman, Project Manager.

You may telephone me at (816) 513-0220 should you have any questions regarding these documents.

Sincerely,

Leona Walton
Contract Administration Section

Enclosure

cc: Kevin White
Contract File

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 1137 PROJECT NO. 81000727
BUCKEYE CREEK PUMP STATION REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on February 5, 2015, as follows:

WHEREAS, City has previously entered into a contract dated February 5, 2015 in the amount of \$244,000.00; and

WHEREAS, City has previously entered into an Amendment No. 1 on December 21, 2017 in the amount of \$1,019,655.00, and Amendment No. 2 on August 19, 2019 in the amount of \$1,318,858.00, to amend the total contract to \$2,582,513.00; and

WHEREAS, the City desires execute Amendment No. 3, in the amount of \$880,900.00, to amend the total contract amount to \$3,463,413.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 3rd Amendment, City and Design Professional agree as follows:

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

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A3 – Additional Scope of Services;
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C3 – Engineering Fee Summary and Schedule of Position Classifications;

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 \$3,463,413.00, as follows:

1. \$2,465,980 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 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 C3.

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 \$917,333. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, railroad applications, and travel per diem.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$80,100 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 and 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 C3**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when 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.

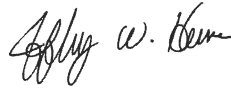
Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

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

By:

Date: May 11, 2021

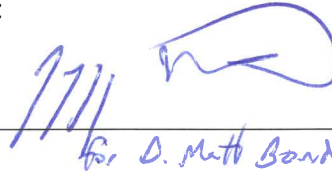


Title: Associate Vice President

KANSAS CITY, MISSOURI

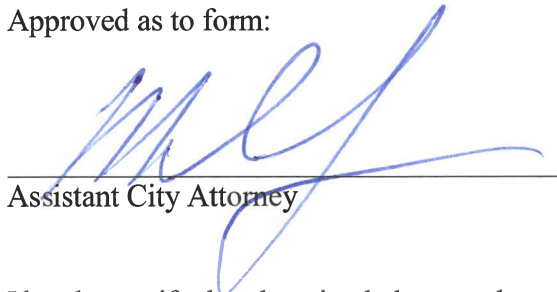
By:

Date: 5/19/21


for D. Matt Bond

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.

for Therese Danielle 6-15-21
Director of Finance (Date)

ATTACHMENT A3

ADDITIONAL SCOPE OF SERVICES

DESIGN PROFESSIONAL: Black & Veatch Corporation

Owner: City of Kansas City, Missouri

Project: Buckeye Creek Pump Station Rehabilitation

WSD CPS Contract No.: 1137

WSD Project No.: 81000727

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 describe in detail the design professional services to be provided for the construction project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated construction period.

A. Additional Background Information

1. The new replacement pump station, which is described in a different scope, will be located on the same CITY property where the current pump station is located. The new force main pipeline will cross under the Missouri River, a levee south of the Missouri River, and railroad tracks both north and south of the river. On the north side of the force main crossing, separate railroad tracks are operated by the Burlington-Northern-Santa Fe (BNSF) and the Norfolk Southern railroad companies. On the south side of the force main crossing, the railroad tracks are owned by TOLMAK, Inc. and operated by the Kansas City Southern Railway Company (KCSR). The alignment beneath the levee will require coordination with the US Army Corps of Engineers (USACE). The two existing force mains, denoted as east and west, were constructed in approximately 1970 and will remain in operation for as long as CITY deems them a viable conveyance pipeline. The two existing force mains will not be decommissioned under this Contract.
2. The first phase of the Work has been completed; it consisted of study and conceptual design services, including a condition assessment of the existing pump station and ancillary systems; screening of rehabilitation or replacement alternatives; a desk-top evaluation of the existing Buckeye Creek Force Mains under the Missouri River and the North Bank Force Main; development of an inspection plan to identify force-main access points; and procedures and costs for future field inspection of the North Bank Force Main condition along with either rehab or replacement of the force main.
3. The second phase of the Work has been completed; it consisted of the design of a new replacement force main under the Missouri River utilizing horizontal directional drilling installation methods.

4. The third phase of the Work provides 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. Notice to proceed for construction phase was provided on July 8, 2019 and included 365 days of construction phase services and 90 days of project close out activities. This phase also includes design services for the Screenings and SCADA Improvements.
5. This phase of Work adds the following Basic Services:
 - i. Extends construction phase services 570 calendar days to a substantial completion date of January 29, 2022 and a final completion date of April 29, 2022. Additional construction phase services include project management and administration, construction office and field support services and resident project representative services.
 - ii. Additional design services to modify the HDD alignment due to difficulties obtaining easements. The modifications included alignment adjustment, material assessment of new pipe materials, surge analysis, assessment of multiple sites, relocation of the boring pit on the south side of the river, development of updated easement documents and modifications and re-issuing Contract Documents.
 - iii. Review of differing subsurface conditions and proposed solutions related to the installation of the 54-inch casing on the north side of the river as well as review of a differing subsurface conditions claim on the south side of the river.
 - iv. Additional design services to relocate Valve Vault No. 3. The modifications prevented construction delays due to permitting issues
 - v. Preliminary design and cost estimates to add a flow meter at Valve Vault No. 3 and to modify suction and discharge piping at the pump station. Additional effort included evaluation and discussion of new metering technologies.
 - vi. Preliminary design and cost estimates to evaluate two additional screening alternatives, including hydraulic analysis to comply with the Smart Sewer Program to not impact overflows at the Hillside Levee.
 - vii. Preliminary and detailed design for installation of a magnetic flowmeter in the lower discharge header of the pump station.
 - viii. Preliminary and detailed design for improvements in the wetwell to minimize grit deposition.

Additional Work is further detailed in Section III – Basic Scope of Services.

B. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of construction phase services for the Project. The Work consists of the following professional services:

1. Project Management and Administration

2. Construction office and field support services
 3. Part time Resident Project Representative services
 4. Additional detailed design services for the HDD alignment
 5. Additional preliminary design services for screening.
- C. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
- Task Series 100 – Project Management and Administration
- Task Series 200 – Construction Office and Field Support Services
- Task Series 300 – Resident Project Representative (RPR) Services
- Task Series 400 – Preliminary Design Services
- D. 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.
- E. 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.
- F. Responsibilities of CITY
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments. The CITY staff will coordinate with the United States Army Core of Engineers and any other levee authority throughout the Project. The City will provide and manage the City's Document Control Platform (E-Builder) and provide training.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
- G. 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, Bonds and 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 will not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN PROFESSIONAL and its Subconsultants. The CONTRACTOR will have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.
9. The DESIGN PROFESSIONAL will be responsible for generating and preparing written or electronic responses pertaining to request for information, change orders, request for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the DESIGN PROFESSIONAL.
10. 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.

11. The limitations upon authority and responsibility set forth in this agreement will also apply to DESIGN PROFESSIONAL's Consultants, Subconsultants, RPRs and assistants.

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. Buckeye Creek Force Main Project
 - a. Task Series 100 through 300, Services will be extended 570 calendar days to January 29, 2022 for Substantial Completion and April 29, 2022 for Final Completion (total of 1,025 days), as anticipated to complete construction activities.
 - b. Task Series 400 – Project Closeout will be completed within 90 calendar days, or three (3) months of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.
2. Buckeye Creek Pump Station Screening and SCADA Improvements Project
 - a. Task Series 100 and 400 through 600 Services will be extended 270 days from the signed amendment date. For budgeting purposes, it is assumed a signed amendment will be received by April 1, 2021 and design/bid services completed by December 31, 2021.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL under the Construction 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 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 extending the schedule five hundred seventy (570) days for a total of 1,025 calendar days as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 101 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.

Task 102 Conduct Project Initiation Meeting – No Changes

Task 103 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. Each invoice by DESIGN PROFESSIONAL and Subconsultants will be itemized as follows:

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Phase Office and Field Support Services

Task Series 300 – Resident Project Representative Services

Task Series 400 – Preliminary Design Services

Task Series 500 – Detailed Design Services

Task Series 600 – Bid Phase Services

Task Series 700 – Project Closeout

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

Task 104 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. 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 105 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 106 Document Management

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (E-Builder) for managing, tracking and storing 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 will comply with file protocols and procedures for the web-based document management system provided by the CITY.

TASK SERIES 200 – 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 extension to the construction schedule of nineteen (19) months or 570 days for the Project. Any changes to this anticipated construction schedule may result in changes to the scope of Tasks Series 100 through 300 and 700, and may require an adjustment to the Scope of Services and/or DESIGN PROFESSIONAL's compensation as approved by the CITY.

Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

Task 201 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 will be copied to the CITY's Project Manager. All major project decisions related to potential design modification,

construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

Task 202 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 updated construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable 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 additional submittals for advancement of the 54-inch casing and for revised HDD plan.
3. Schedule of Values. Review of proposed values for additional work related to advancement of the 54-inch casing.
4. Schedule of Monthly Payments: No Changes
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 if allowed by the CITY).

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

Task 203 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, an additional fifteen (10) Requests for Interpretations (total of 20 Requests for Interpretations) will be completed by DESIGN PROFESSIONAL for the project.

Task 204 Preconstruction Conference – No Changes

Task 205 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 208. To establish the basis for the DESIGN PROFESSIONAL's compensation, The DESIGN PROFESSIONAL anticipates an additional ten (10) half day site visits to support the project to completion.

Task 206 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL will receive, review, and accept shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DESIGN PROFESSIONAL's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DESIGN PROFESSIONAL is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within twenty-eight (28) calendar days of receipt thereof for final approval.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of ten (10) additional submittals are anticipated to assist with construction modifications related to differing subsurface conditions for the project, including resubmittals, are budgeted to be reviewed. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Some sections will have several submittals, such as the valves and concrete rebar.

Task 207 Review Operation and Maintenance Manuals – No Changes

Task 208 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.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend an additional fifteen (15) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one-hour site visit. DESIGN PROFESSIONAL attendance will be limited to 2 people (not including RPRs) and 4 hours per person including travel and review of CONTRACTOR's meeting notes.

Task 209 Assist in Evaluating Claims and Change Order Requests

DESIGN PROFESSIONAL will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL issuance for request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule. DESIGN PROFESSIONAL will review 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 change order request and recommended action by CITY. The DESIGN PROFESSIONAL will negotiate 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 change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under a 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 change orders for the CITY. CITY will review, approve and execute all 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 two (2) additional change orders (total of six (6) change orders), ten (10) additional work change directives (total of forty (40) work change directives).. Cost associated with the subsurface claim include:

1. Review/response to differing subsurface condition letters submitted by the Contractor
2. Review/response to proposed solutions to advance the casing including:
 - ix. Mobilization of a larger hammer
 - x. Permeation grouting from the surface and through the casing
 - xi. Pipe freezing

- xii. Jack System and Thrust Block
 - xiii. Pneumatic hammering in conjunction with water jetting
 - xiv. Pneumatic hammering in conjunction with water jetting and drilling
3. Review and comment on cost proposals, schedule and additional subconsultant submittals.

Task 211 Field Material Testing – No Changes

Task 212 Substantial Completion Inspection – No Changes

Task 213 Final Completion Inspection – No Changes

Task 214 Prepare Operations Manual – No Changes

TASK SERIES 300 – 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. Through a Subconsultant agreement, DESIGN PROFESSIONAL will provide RPR assistants.

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 300 is based on providing one half-time RPR working up to 20 hours per week, over the course of an additional nineteen (19) months or 570 calendar days to substantial completion. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. Additional inspection will be provided as Optional Services upon written authorization from the CITY.
2. General Responsibilities. No Changes

Task 301 Schedules – No Changes

Task 302 Meeting and Conferences – No Changes

Task 303 Liaison – No Changes

Task 304 Review of Work, Rejection of Defective Work, Inspections and Testing – No Changes

Task 305 Records – No Changes

Task 306 Reports and Document Review – No Changes

Task 307 Payment Requisitions – No Changes

Task 308 Substantial Completion Inspection – No Changes

Task 309 Final Completion Inspection – No Changes

TASK SERIES 400 – PRELIMINARY DESIGN SERVICES

The purpose of Preliminary Design for the Buckeye Creek Pump Station Screening and SCADA Improvements project is to establish, in collaboration with the CITY, the details necessary to design screening to remove debris from the influent flow and flow control improvements at the existing Buckeye Creek Pump Station. The design elements selected by the CITY will be documented in a Basis of Design Memorandum (BDM).

DESIGN PROFESSIONAL will not develop a separate Missouri Department of Natural Resources (MDNR) Facility Plan, which is normally required for MDNR construction permitting. The BDM will be submitted by the CITY to MDNR to meet the intent of MDNR's Facility Plan based upon MDNR acceptance of this approach on previous CITY projects.

The scope of the capital improvements to be constructed and the associated engineering services required cannot be definitively established until after the tasks in Task Series 400 have been completed and the CITY has accepted the Final BDM. For the purposes of developing this Basic Scope of Services, engineering compensation, and schedule milestones, the following project elements, which are divided into separate technical memoranda, are assumed to be included in the Project.

Task 401 Hydraulic Analysis – Refer to task 402 for additional hydraulic analysis.

Task 402 Basis of Design Memorandum

Pump Station Design Elements. The anticipated pump station design elements include the following:

1. Pump Station
 - i. Screening Improvements
 - Evaluate two additional conceptual alternatives for screening. Additional alternatives include
 - i. Mechanical bar screen and static screens in the location of the existing Parshall flume. Improvements will include a suspended slab, canopy structure, bypass channel and isolation gates. Perform hydraulic analysis to comply with the Smart Sewer Program to not impact overflows at the Hillside Levee.
 - ii. Enlarged trash basket. Improvements will include a canopy structure and method to remove/empty the trash basket into a dumpster.

Develop Basis of Design Memorandum

1. Incorporate the two additional conceptual design alternatives and evaluations into the Draft Basis of Design Memorandum (BDM). Requirements of the Basis of Design Memorandum are outlined as part of Amendment No. 2.
2. Incorporate flowmeter and grit improvements (refer to Tasks 803 and 804).

TASK SERIES 500 – DETAILED DESIGN SERVICES

Refer to Tasks 803 and 804 for flowmeter and grit improvements.

TASK SERIES 600 – BID PHASE SERVICES – No Changes

TASK SERIES 700 – PROJECT CLOSEOUT – No Changes

TASK SERIES 800 – ADDITIONAL PROFESSIONAL SERVICES

Final design and bid phase services for the Screenings and SCADA improvements have been funded by the previously executed Amendment No. 1.

Task 801 HDD Redesign

Difficulty in obtaining easements on the MDC property resulted in redesign of the HDD alignment during construction phase services. Multiple locations of the north pit were evaluated east and west of the MDC property. The following activities were completed as part of the HDD realignment:

1. Site visits with the Owner, General Contractor and HDD Contractor to evaluate potential pit locations.
2. Realignment coordination with Owner and updates to permits with the US Corp of Engineers and Railroad entities.
3. Assessment of new pipe material (fPVC) and development of a technical memorandum.
4. Surge analysis of new alignment and workshop with the Owner to discuss results.
5. Development and issuance of supplement design No. 2 and supplemental design No. 3 which included development of new pipe material specifications, revising Contract Documents F-03 and F-08, and revising Y Contract Documents.
6. Development of updated draft and final easements for LaMothe, MDC and Progress.

Task 802 Valve Vault No. 3 Flow Meter Evaluations

At the request of the Owner, DESIGN PROFESSIONAL evaluated incorporation of a flow meter into Valve Vault No. 3. Additional effort included conceptual design efforts to evaluate and develop CAD figures/drawings along with input from electrical and I&C disciplines. The evaluation also included a conceptual cost estimate to implement the modifications.

Task 803 Pump Station Flow Meter Evaluations and Design

At the request of the Owner, DESIGN PROFESSIONAL evaluated modifications to the suction and discharge piping at the pump station to accommodate the installation of a single magnetic flow meter. A technical memorandum summarizing four alternatives along with drawings and estimated construction costs were presented to the City. Additional discussions and evaluations on alternative flow meter technologies were provided to accommodate the layout within the pump station facility. Detailed design will be provided based on Alternative 3 (magnetic flow meter located in lower header on south side of pump station). The flow meter addition will be included in the Screenings and SCADA Improvements Contract Documents and bid as one package.

Task 804 Grit Improvement Alternatives and Design

At the request of the Owner, DESIGN PROFESSIONAL evaluated modifications to the wetwell to minimize grit deposition and prepared a revised cost opinion that included fluidizing lines, concrete fillets and filling the former grit chamber. Detailed design is based on adding concrete fill and capping the former grit chamber. The wetwell modifications will be included in the Screenings and SCADA Improvements Contract Documents and bid as one package.

Task 805 Differing Subsurface Conditions Evaluations and Claim Review

DESIGN PROFESSIONAL continues to provide assistance with the review and evaluation of differing subsurface conditions. During April of 2020 installation of the 54-inch casing was paused due to the inability to advance the casing along with the formation of a sinkhole. The DESIGN PROFESSIONAL provided assistance during the initial evaluation of subsurface conditions, evaluation of potential construction methods to advance the casing and continues to provide assistance with the review of proposed methods, subcontractors, cost and schedule to advance the casing. Activities performed by the DESIGN PROFESSIONAL include but are not limited to:

1. Review and response to initial differing subsurface condition claim letters submitted by the Contractor
2. Site visits by a geotechnical engineer to document materials removed from the casing and geotechnical exploration performed by the CONTRACTOR.
3. Review and comments on additional geotechnical exploration related to differing subsurface conditions related to the casing installation at the North site.
4. Review and comment on differing subsurface condition claim on the south side.
5. Additional analysis of casing installation including a drivability analysis on a 24-inch and 32-inch hammer and a static friction analysis on the casing.
6. Review/response to proposed solutions to advance the casing including:
 - Mobilization of a larger hammer

- Permeation grouting from the surface and through the casing
- Pipe freezing
- Jack System and Thrust Block
- Pneumatic hammering in conjunction with water jetting
- Pneumatic hammering in conjunction with water jetting and drilling
- Installation of a smaller casing inside of the existing 54-inch casing

The above response to the differing subsurface condition includes multiple site visits, evaluations and analysis outside of the scope of service.

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 amount of \$80,100.00. 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. Additional performance of field testing services. Field testing services is planned to be the responsibility of the DESIGN PROFESSIONAL under the Construction Contract Documents.
2. Additional RPR Services or Office Phase Services beyond the quantities defined in the Basic Scope of Services.
3. Survey Services beyond the quantity defined in the Basic Scope of Services.
4. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY will reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.
5. Regulatory Coordination: Liaison with Regulatory Agencies beyond coordination already completed or associated with Amendment No. 1 of the Work.
6. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.

END OF SCOPE OF SERVICES



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000727 Contract No. 1137

Project Title Buckeye Creek Pump Station Rehabilitation

Black & Veatch Coporation ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Resident project representative services, Autocad drafting and document management.

for an estimated amount of \$ 136,094 or 15.4 % of the total estimated contract value.

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


Signature: Prime Contractor
Jeff Henson

Print Name

Associate Vice President 03/11/2021
Title Date


Signature: M/W/DBE Subcontractor

HAGOS E. ANDEBRHAN
Print Name

CEO 03/10/2021
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 8100727 Contract No. 1137

Project Title Buckeye Creek Pump Station Rehabilitation

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Construction phase services including resident project representative, contractor coordination and civil site design services.

for an estimated amount of \$ 54,667 or 6.2 % of the total estimated contract value.

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

Signature: Prime Contractor

Jeff Henson

Print Name

Associate Vice President 03/11/2021

Title

Date

Signature: M/W/DBE Subcontractor

Kimberly Robinett

Print Name

Managing Partner/CEO 3/11/21

Title

Date

PHASE/Task (Billing Rate: \$3,471)		Project Director	Project Manager	Admin	Sr. Engineering Manager	Engineering Manager	Civil Engineer	Structural Engineer	Process Arch. Engineer	Electrical Engineer	Technical	MEC Engineer	MEC Technician	UM Manager	UM Sr. Technician	UM Technician	Sr. Estimator	Finance	Sr. Project Controls	MEC Civil District/OC	MEC Civil Engineer	Genesth. Engineer	SubTOTAL Hours	SubTOTAL Salary \$	SubTOTAL Billings \$
PHASE		\$30,000	\$250,000	\$244,000	\$92,000	\$113,000	\$137,000	\$198,000	\$198,000	\$140,000	\$140,000	\$198,000	\$140,000	\$177,000	\$131,000	\$101,000	\$160,000	\$82,000	\$160,000	\$300,000	\$362,000	\$137,000			
WORK BREAKDOWN STRUCTURE																									
Task 101 - Project Management & Administration																									
Task 102 - Subcontractor Agreements & Administration																									
Task 103 - Document Management																									
Task 200 - Review Contractor Schedule & Pay /App																									
Task 201 - Contractor Communication																									
Task 202 - Review Contractor Schedule & Pay /App																									
Task 203 - Construction Schedule																									
Task 204 - Schedule of Submittals																									
Task 205 - Interpretations of Contract Docs																									
Task 209 - Perform Site Visits																									
Task 209 - Drawings & Data Submittals																									
Task 209 - Attend Progress Meetings																									
Task 300 - Review and Submitting Claims & Change Orders																									
Task 300 - Preliminary Design																									
Task 400 - Additional Professional Services																									
Task 801 H2O Redesign																									
Task 802 - 3 Flow Meter Evaluation																									
Task 804 - Pump Station Flow Meter Evaluation/Design																									
Task 804 - Civil Improvements and Design																									
Task 809 - Offitting Subseaflow Conditions, Evaluations & Review																									
Optional Services																									
Total Hours		87	38	472	256	236	1,288	623	7	18	99	8	6	4	5	46	46	14	54	54	20	72	580	4,454	
Total Billings		\$ 25,145	\$ 10,070	\$ 115,168	\$ 20,552	\$ 48,990	\$ 173,716	\$ 77,875	\$ 1,596	\$ 2,465	\$ 19,802	\$ 1,584	\$ 894	\$ 1,584	\$ 895	\$ 6,025	\$ 4,646	\$ 2,772	\$ 4,985	\$ 3,072	\$ 6,400	\$ 26,054	\$ 127,000	\$ 601,143	\$ 754,054
					</																				

CONFIDENTIAL**ATTACHMENT C**

**BLACK & VEATCH CORPORATION
SCHEDULE OF POSITION CLASSIFICATIONS FOR CONSTRUCTION PHASE
SERVICES
FOR
CITY OF KANSAS CITY, MISSOURI**

The Attachment C hourly rates for an employee may be increased by the Design Professional during the term of this Agreement a maximum of 5% annually. Design Professional will provide the City for approval on April 1st of each City's fiscal year proposed salary rate ranges for the job classification listed. New job classification will be added to the above list as applicable

Hourly Billing Rates Effective April 1, 2021 through March 31, 2022

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 009	90.82	110.09
	ADM 008	52.02	89.26
	ADM 007	52.67	77.68
	ADM 006	42.99	74.37
	ADM 005	35.27	60.00
	ADM 004	28.49	48.23
	ADM 003	24.63	41.11
	ADM 002	19.85	38.93
	ADM 001	19.50	22.74
Administrative Support (ADO)	ADO-007	28.98	47.96
	ADO-006	25.37	44.57
	ADO-005	21.81	35.42
	ADO-004	18.10	28.11
	ADO-003	17.88	22.18
	ADO-002	20.79	20.79
Architectural (ARC)	ARC-008	72.35	76.45
	ARC-007	71.47	71.47
	ARC-006	51.82	60.77
	ARC-005	41.31	46.05
	ARC-004	37.00	39.18
	ARC-003	27.00	35.37
	ARC-001	26.74	26.74
Construction Services (CNS)	CNS-012	128.01	132.74
	CNS-011	107.06	116.25
	CNS-010	90.00	103.38

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	CNS-009	76.88	101.50
	CNS-008	62.88	93.56
	CNS-007	56.94	85.98
	CNS-006	44.12	69.67
	CNS-005	38.22	60.20
	CNS-004	37.57	48.36
	CNS-003	31.42	46.06
	CNS-002	26.89	37.49
	CNS-001	31.03	31.03
Consulting (CST)	CST-008	130.00	150.00
	CST-007	110.00	126.98
	CST-006	80.00	123.82
	CST-005	61.20	110.00
	CST-004	65.89	65.89
	CST-003	39.49	60.00
	CST-002	35.25	55.00
	CST-001	29.95	45.00
Engineering (ENG)	ENG-136	71.00	123.00
	ENG-135	68.45	118.85
	ENG-134	76.38	113.25
	ENG-133	65.12	113.44
	ENG-132	55.22	93.08
	ENG-131	47.35	78.14
	ENG-130	41.79	66.21
	ENG-129	36.24	60.41
	ENG-128	31.38	48.20
	ENG-127	29.92	41.23
Engineering & Technical Specialties (ENS)	ENS-136	90.00	104.00
	ENS-134	87.83	100.47
	ENS-133	61.73	91.04
	ENS-132	49.71	85.10
	ENS-131	44.91	68.31
	ENS-130	39.04	57.54
	ENS-129	33.44	45.67
	ENS-128	28.26	38.93
	ENS-127	27.31	36.10
Engineering Technician (ENT)	ENT-134	63.38	87.56
	ENT-133	67.52	94.71
	ENT-132	50.10	77.08
	ENT-131	47.03	74.31

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	ENT-130	38.56	52.98
	ENT-129	32.12	51.50
	ENT-128	28.47	42.99
	ENT-127	24.93	40.03
	ENT-126	22.76	32.96
	ENT-125	21.15	27.67
Estimating (EST)	EST-009	108.35	108.35
	EST-008	83.40	117.65
	EST-007	66.56	94.45
	EST-006	58.29	81.40
	EST-005	46.68	62.38
	EST-004	42.62	51.24
	EST-003	35.00	37.61
	EST-002	33.12	38.56
Finance (FIN)	FIN-008	68.21	76.25
	FIN-007	50.51	68.96
	FIN-006	44.23	61.18
	FIN-005	34.97	50.62
	FIN-004	29.20	41.10
	FIN-003	24.80	39.87
	FIN-002	21.39	26.50
	FIN-001	20.60	21.53
Information Technology Services (ITS)	ITS-10	126.47	129.81
	ITS-9	89.90	120.19
	ITS-8	79.08	93.61
	ITS-7	58.71	85.32
	ITS-6	48.08	71.61
	ITS-5	39.22	56.46
	ITS-4	30.38	49.52
	ITS-3	27.92	36.07
	ITS-2	23.70	24.41
Legal (LGL)	LGL-10	139.11	142.12
	LGL-9	120.63	140.34
	LGL-8	97.26	110.86
	LGL-7	63.54	102.43
	LGL-6	64.12	75.89
	LGL-5	50.90	54.46
	LGL-4	41.59	41.59
	LGL-3	38.52	46.27
	LGL-2	35.49	36.55

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Marketing & Communications (MAC)	MAC-010	103.28	106.70
	MAC-009	95.00	102.00
	MAC-008	68.63	76.06
	MAC-007	53.40	68.69
	MAC-006	40.83	80.00
	MAC-005	34.82	53.90
	MAC-004	28.00	39.11
	MAC-003	25.98	38.12
	MAC-002	24.51	25.18
	MAC-001	21.19	22.68
Procurement (PCR)	PCR-008	81.74	94.78
	PCR-007	65.07	87.46
	PCR-006	48.60	81.61
	PCR-005	42.26	57.69
	PCR-004	38.00	53.24
	PCR-003	31.82	45.15
	PCR-002	25.78	35.66
	PCR-001	20.70	32.90
Project Controls (PJC)	PJC-009	89.30	93.20
	PJC-008	84.70	103.55
	PJC-007	72.97	97.74
	PJC-006	62.89	84.12
	PJC-005	52.35	66.10
	PJC-004	42.31	56.78
	PJC-003	36.87	51.35
	PJC-002	30.86	43.83
	PJC-001	24.57	41.78
Project Management (PMT)	PMT-008	138.89	138.89
	PMT-007	108.61	135.69
	PMT-006	99.84	139.51
	PMT-005	90.34	128.74
	PMT-004	78.46	111.14
	PMT-003	75.85	114.76
	PMT-002	61.00	94.86
	PMT-001	46.96	93.72
Sales (SAM)	SAM-011	130.00	162.90
	SAM-010	120.01	133.65
	SAM-009	95.02	135.00
	SAM-008	73.64	115.00

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	SAM-007	57.35	102.98
	SAM-006	50.71	70.78
	SAM-005	39.62	59.20
	SAM-004	28.89	50.41
	SAM-003	28.71	37.39
	SAM-002	27.23	36.94
	SAM-001	120.01	133.65
Security Services (SEC)	SEC-008	65.00	78.50
	SEC-007	57.55	59.27
	SEC-006	54.26	56.58
Specialized Staff (SPC)	SPC-009	75.00	87.78
	SPC-008	72.96	81.05
	SPC-007	50.53	80.61
	SPC-006	50.94	56.26
	SPC-005	42.17	49.85
	SPC-004	40.12	45.45
	SPC-003	34.99	38.07
	SPC-002	24.19	36.00

End of Attachment C

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 4
CONTRACT NO. 1137 PROJECT NO. 81000727
BUCKEYE CREEK PUMP STATION REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on February 5, 2015, as follows:

WHEREAS, City has previously entered into a contract dated February 5, 2015 in the amount of \$244,000.00; and

WHEREAS, City has previously entered into an Amendment No. 1 on December 21, 2017 in the amount of \$1,019,655.00, Amendment No. 2 on August 19, 2019 in the amount of \$1,318,858.00, to amend the total contract to \$2,582,513.00; and Amendment No. 3 on June 15, 2021 in the amount of \$880,900.00, to amend the total contract to \$3,463,413.00; and

WHEREAS, the City desires to execute Amendment No. 4, in the amount of \$245,000.00, to amend the total contract amount to \$3,708,413.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 4th Amendment, City and Design Professional agree as follows:

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

- A. Add the following section(s):
 - a. Under Attachment A – Scope of Services, add Attachment A4 – Additional Scope of Services;
 - b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C4 – Engineering Fee Summary and Schedule of Position Classifications;
- 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 \$3,708,413.00.00, as follows:
 - 1. \$2,600,703 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Sub-contractor List Non-Construction" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C4**.

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

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 \$1,027,610. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, railroad applications, and travel per diem.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$80,100 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 and 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**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when 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.

Date: 7/14/2022

DESIGN PROFESSIONAL

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

By:

DocuSigned by:
Jeffrey Henson
819AF6924656448...

Title: _____

Date: 7/24/2022

KANSAS CITY, MISSOURI

By:

DocuSigned by:
Jeff Martin
756D1017BA554BC...

Title:

Chief Engineering Officer

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by:
Anne Kaps
996237FFA75F404...

Director of Finance

9/18/2022

(Date)

ATTACHMENT A4

ADDITIONAL SCOPE OF SERVICES

DESIGN PROFESSIONAL: Black & Veatch Corporation

Owner: City of Kansas City, Missouri

Project: Buckeye Creek Pump Station Rehabilitation

WSD CPS Contract No.: 1137

WSD Project No.: 81000727

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 describe in detail the design professional services to be provided for the construction project.

A. Additional Background Information

1. Rehabilitation of the existing pump station will be part of a future project. The new force main pipeline will cross under the Missouri River, a levee south of the Missouri River, and railroad tracks both north and south of the river. On the north side of the force main crossing, separate railroad tracks are operated by the Burlington-Northern-Santa Fe (BNSF) and the Norfolk Southern railroad companies. On the south side of the force main crossing, the railroad tracks are owned by TOLMAK, Inc. and operated by the Kansas City Southern Railway Company (KCSR). The alignment beneath the levee will require coordination with the US Army Corps of Engineers (USACE). The two existing force mains, denoted as east and west, were constructed in approximately 1970 and will remain in operation for as long as CITY deems them a viable conveyance pipeline. The two existing force mains will not be decommissioned under this Contract.
2. The first phase of the Work has been completed. The first phase consisted of study and conceptual design services, including a condition assessment of the existing pump station and ancillary systems; screening of rehabilitation or replacement alternatives; a desk-top evaluation of the existing Buckeye Creek Force Mains under the Missouri River and the North Bank Force Main; development of an inspection plan to identify force-main access points; and procedures and costs for future field inspection of the North Bank Force Main condition along with either rehab or replacement of the force main.
3. The second phase of the Work has been completed; it consisted of the design of a new replacement force main under the Missouri River utilizing horizontal directional drilling installation methods.
4. The third phase of the Work provides 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. Notice to proceed for construction phase was provided on July 8, 2019 and included 365 days of construction phase services and 90 days of project close out activities. This phase also includes design services for the Screenings and SCADA Improvements.

5. This phase of Work adds the following Basic Services:

- i. Preliminary, detailed design and bidding phase services for Screening and SCADA Improvements to incorporate a Screening Facility to house the mechanical bar screen, shaftless screw conveyor and loading bay which consists of a 20 cubic yard dumpster.

Additional Work is further detailed in Section III – Basic Scope of Services.

B. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of preliminary, detailed design and bid phase services for the Project. The Work consists of the following professional services:

1. Project Management and Administration
2. Additional preliminary, detailed and bid phase services for screening and SCADA improvements.

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

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Office and Field Support Services

Task Series 300 – Resident Project Representative (RPR) Services

Task Series 400 – Preliminary Design Services

Task Series 500 – Detailed Design Services

Task Series 600 – Bid Phase Services

Task Series 700 – Project Closeout

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

E. 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.

F. Responsibilities of CITY

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments. The City will provide and manage the City's Document Control Platform (E-Builder) and provide training.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

G. Limits of Authority:

1. 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.
2. 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.
3. 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.
4. The limitations upon authority and responsibility set forth in this agreement will also apply to DESIGN PROFESSIONAL's Consultants, Subconsultants, and assistants.

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. Buckeye Creek Pump Station Screening and SCADA Improvements Project
 - a. Task Series 100 and 400 through 600 Services will be extended 353 days from the signed amendment date. For budgeting purposes, it is assumed a signed amendment will be received by June 20, 2022 and design/bid services completed by March 21, 2023.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL under the Construction 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 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 extending the schedule three hundred and fifty three (353) days as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 101 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.

Task 102 Conduct Project Initiation Meeting

DESIGN PROFESSIONAL will conduct a project meeting with the City staff to review the revised scope of work and DESIGN PROFESSIONAL's work plan, the project schedule, budget requirements, and other special needs for the Work; and to review the pertinent available data.

Task 103 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. Each invoice by DESIGN PROFESSIONAL and Subconsultants will be itemized as follows:

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Phase Office and Field Support Services

Task Series 300 – Resident Project Representative Services

Task Series 400 – Preliminary Design Services

Task Series 500 – Detailed Design Services

Task Series 600 – Bid Phase Services

Task Series 700 – Project Closeout

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

Task 104 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. 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 105 Subconsultant Agreements and Administration

Prepare amended scope, budget, schedule, and agreements 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 106 Document Management - No Changes

Task 107 Conduct Design Progress Meetings

DESIGN PROFESSIONAL will conduct up to one (1) additional progress/coordination meeting, in addition to the Design Progress Meeting outlined in Amendment No. 2 and 3, with CITY's staff for the Buckeye Creek Pump Station Improvements Project's design. The purpose of the meeting will be to review and discuss the proposed scope of work for the screening facilities. DESIGN PROFESSIONAL will prepare and distribute draft meeting minutes for City staff review. City will consolidate review comment for the meeting minutes to Design Professional within 10 days of receipt. DESIGN PROFESSIONAL will finalize meeting minutes and distribute within 5 days of receiving City review comments. If no comments are received from the CITY during the 10 day review period, the draft minutes will not be reissued and will be consider final.

Task 108 Manage City HRD M/WBE Subconsultants - No Changes

Task Series 200 - CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES - No Changes

TASK SERIES 300 – RESIDENT PROJECT REPRESENTATIVE SERVICES- No Changes

TASK SERIES 400 – PRELIMINARY DESIGN SERVICES

The purpose of Preliminary Design for the Buckeye Creek Pump Station Screening and SCADA Improvements project is to establish, in collaboration with the CITY, the details necessary to design screening to remove debris from the influent flow and flow control improvements at the existing Buckeye Creek Pump Station. The design elements selected by the CITY will be documented in a Basis of Design Memorandum (BDM).

DESIGN PROFESSIONAL will not develop a separate Missouri Department of Natural Resources (MDNR) Facility Plan, which is normally required for MDNR construction permitting. The BDM will be submitted by the CITY to MDNR to meet the intent of MDNR's Facility Plan based upon MDNR acceptance of this approach on previous CITY projects.

The scope of the capital improvements to be constructed and the associated engineering services required cannot be definitively established until after the tasks in Task Series 400 have been completed and the CITY has accepted the Final BDM. For the purposes of developing this Basic Scope of Services, engineering compensation, and schedule milestones, the following project elements, which are divided into separate technical memoranda, are assumed to be included in the Project.

Task 401 Hydraulic Analysis – No Changes

Task 402 Basis of Design Memorandum

Pump Station Design Elements. The anticipated amended pump station design elements include the following scope:

1. Pump Station. In addition to Amendment No. 2:
 - i. Wet well
 - Relocation of the existing North KC wet well discharge to upstream of the screen.
 - ii. Screening Improvements. In addition to Amendment No. 2:
 - Design of a pre-engineered building housing the mechanical screen, screwless conveyor and 20 cy dumpster. Incorporate a screwless conveyor to transport screenings from screen discharge chute to dumpster at grade. Include a trench drains on the screening floor and the loading bay.
 - Isolation valves to be electrically actuated.
2. Pump Ancillary Systems
 - i. Plumbing and HVAC. In addition to Amendment No. 2:

- Design heating and ventilation systems to provide NFPA and MDNR recommended ventilation rates for the Screening Building.
 - Provide a non-potable water piping with non-metallic piping systems to the Screen Building for maintenance. It is assumed that two hose bib will be provided on the main screen floor and the dumpster level (for a total of four for the Screening Building).
 - Provide a floor drain system from the Screening Building that routes flow back to the wet well.
- ii. Facility Electrical Systems. In addition to Amendment No. 2:
- Provide basic power and one-line concept diagrams, potential site power and lighting plan, support building space allocations and safety/separation envelopes concepts for all facilities. Determine the availability, reliability, redundancy, and configuration of power for the new Screening Building. Design of electrical modifications and coordination of existing electrical systems to support new HVAC modification, lighting modifications and solids conveyance systems.
 - Replace exterior lighting systems with light emitting diode (LED) type technology and place new lighting systems with light emitting diode (LED) in the new facilities(s).
- iii. Instrumentation and Control System. In addition to Amendment No. 2:
- In lieu of the SCADA upgrades in Amendment No. 2: Provide a new panel in place of the existing electrical panels at the Buckeye Creek Pump Station. Demolish unused electrical panels, abandoned flow control panel, abandoned valve control panel, and blue sampler panel. The new larger freestanding PLC panel will be placed in the location of demolished panels (minimum size of 90"x36"x20" (H x W x D)). The existing PLC hardware with the exception of the existing OIT will be relocated in the new larger freestanding enclosure. Incorporation of a new panel assumes the pump station will be offline for a minimum of one month for wet well improvements to allow the existing PLC to be removed and the new PLC to be commissioned.
 - Provide P&IDs for the new electrical actuated valves and screening conveyor in the new Screening Building. The new PLC enclosure will have terminals reserved for future valve actuator I/O. The new panel will have sufficient expandability for all valves located in the pump station to be electrically actuated in the future.
 - Provide new signal wiring for all existing I/O to be migrated to the new PLC enclosure. Each existing I/O signal will be wired from the new PLC field terminals to their respective field devices and starters in the existing MCC lineup. New conduits will be required from the new PLC enclosure to intercept existing conduits as necessary to accommodate the new signal

wiring conductors. Only active existing I/O will be transitioned to the new PLC. All other wiring, telemetry devices (including autodialer), and electromechanical valve controls mounted in or on the face of the existing control panels will be considered nonfunctional and the associated equipment and wiring (back to source if practicable) will be demolished.

- Security system for pump station and screening building are considered Optional Services.

iv. Miscellaneous Structural. In addition to Amendment No. 2:

- Confirm and establish the general structural design considerations, required codes, standard, and references for the pre-engineered building. Determine preliminary design loads and run a structural model of the site to confirm. and do preliminary calculations to analyze the reaction loadings from prefabricated building. Provide specific recommendations for severe weather reliability.
- Develop performance drawings and specifications for the prefabricated building. Confirmation of loads and revisions to contract documents will occur in the CPS phase once the pre -engineering building has been selected.
- Design assumes a portion of the Screening Building is above the wet well and at grade to accommodate one 20 cy dumpster.
- Design assumes flanges/sleeves cast into top slab for incorporation of the Vapex System in the future by the City.

v. Sitework. In addition to Amendment No. 2:

- Grading and paving improvements and erosion control requirements for the Screening Building (assuming a SWPPP is not required due to less than an acre disturb for construction activities). Design includes a new sidewalk that ties into the existing sidewalk at grade; asphalt access road from the Screening Building loading station to the Buckeye Creek Pump Station's west access gate; and grading for positive drainage from building slab.

vi. Architectural

- Confirm and establish the general design for the pre-engineered building. Develop preliminary floor plan, sections, and exterior views. Provide materials summary and color cards for City review and selection. Design assumes one (1) roof skylight or access hatch for removal for screen if needed. Design a prefabricated metal panel building with vertical wall panels for City staff review and approval. Determine desired materials and methods of construction.

vii. Hydrogen Sulfide Treatment

- Develop 30% level design of “Vapex” system (in-situ hydrogen sulfide treatment) for future addition by the City. Design shall include anticipated connection details including flanges/sleeves to be cast into the top slab for incorporation of the Vapex system in the future by the City. Design efforts include coordination with Vapex to establish preliminary equipment/system sizing; identifying future placement of the future Vapex equipment; and review relevant codes and standards related to the future addition of Vapex system to identify any design enhancement necessary to the wet well to accommodate the future installation of the Vapex system. Protective coating of the wet well will be considered Optional Services.

Develop Basis of Design Memorandum

1. Incorporate the additional scope of work outlined in Pump Station Design Elements into the Draft Basis of Design Memorandum (BDM). Requirements of the Basis of Design Memorandum are outlined as part of Amendment No. 2.

TASK SERIES 500 – DETAILED DESIGN SERVICES

Incorporate the additional scope of work outlined in Pump Station Design Elements into the detailed design services. Requirements of the Detailed Design Services are outlined as part of Amendment No. 2.

TASK SERIES 600 – BID PHASE SERVICES – No Changes

TASK SERIES 700 – PROJECT CLOSEOUT – No Changes

TASK SERIES 800 – ADDITIONAL PROFESSIONAL SERVICES – No Changes

OPTIONAL SERVICES

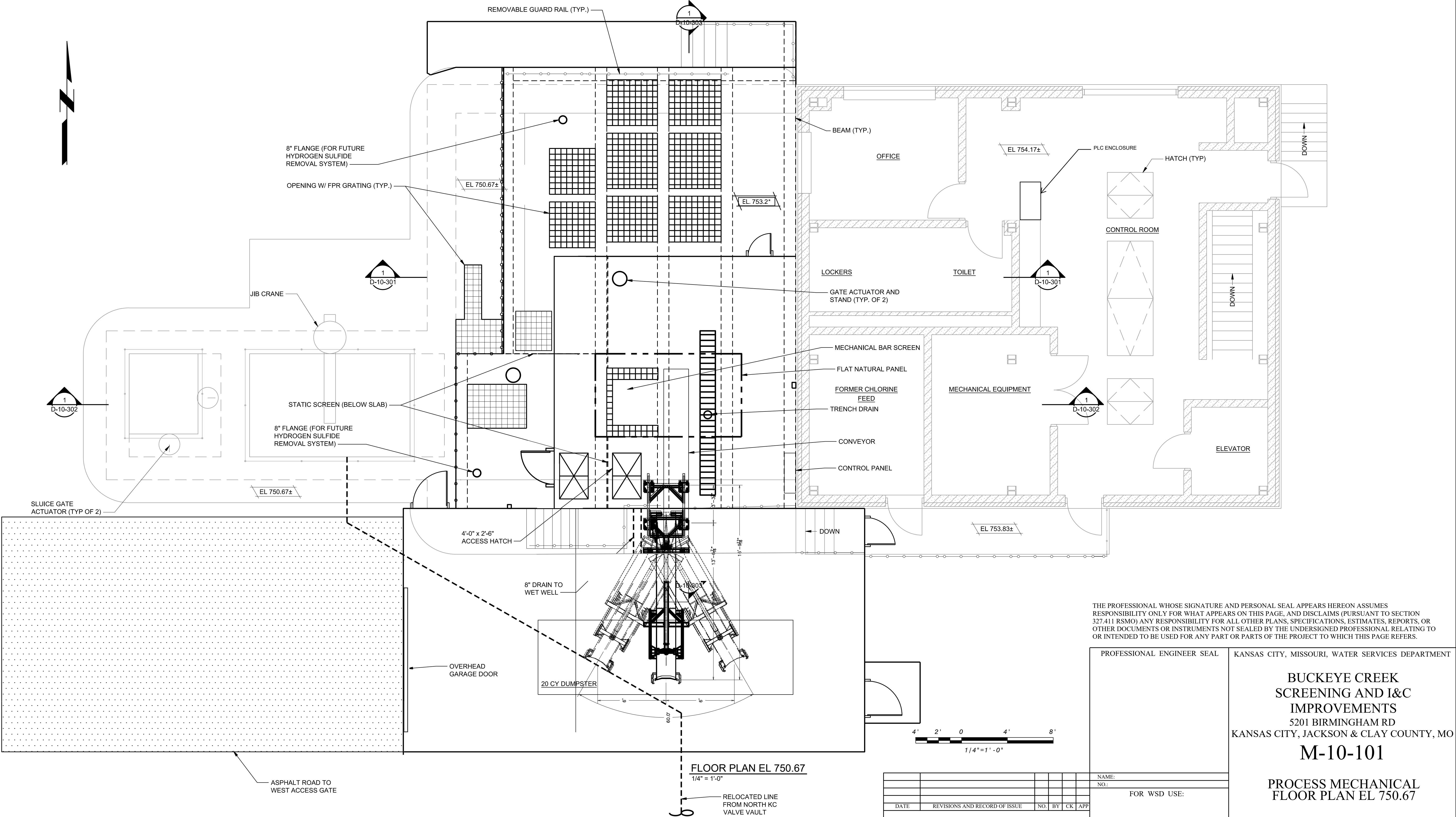
Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL’s contract upper limit includes an Optional Services Allowance amount as indicate in Amendment No. 2. This allowance is for additional professional 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. Additional performance of field testing services. Field testing services is planned to be the responsibility of the DESIGN PROFESSIONAL under the Construction Contract Documents.

2. Additional Office Phase Services beyond the quantities defined in the Basic Scope of Services.
3. Survey Services beyond the quantity defined in the Basic Scope of Services.
4. Regulatory Coordination: Liaison with Regulatory Agencies beyond coordination already completed or associated with Amendment No. 1 of the Work.
5. Security system for pump station and screening building are considered Optional Services.
6. Incorporation of Thin Client PC for pump station and screening building are considered Optional Services.
7. Protective coating of the wet well will be considered Optional Services
8. Optional Services outlined in Amendment No. 2 and 3.

END OF SCOPE OF SERVICES

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GENERAL NOTES:
1. NOT ALL PIPING, VALVES OR EQUIPMENT ARE SHOWN FOR CLARITY.

PRELIMINARY NOT FOR CONSTRUCTION

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

PROFESSIONAL ENGINEER SEAL KANSAS CITY, MISSOURI, WATER SERVICES DEPARTMENT

BUCKEYE CREEK
SCREENING AND I&C
IMPROVEMENTS
5201 BIRMINGHAM RD
KANSAS CITY, JACKSON & CLAY COUNTY, MO
M-10-101

PROCESS MECHANICAL
FLOOR PLAN EL 750.67

DATE	REVISIONS AND RECORD OF ISSUE	NO.	BY	CK	APP

FOR WSD USE:



DRAWN BY	CHECKED BY	MAP NO.	RANGE 32W	TWP 50N	SEC 8
CONTRACTOR	DATE COMPLETED	CONTRACT NO. 1494	CONTRACT DATE 12/14/2018	WORK ORDER NO.	DRAWING NO. D-20514
PROJECT NO.					
SHEET	OF				

Owner: [KCMO Water Service Department](#)

Project: [Buckeye Creek PS Improvments \(Design and Bid Phase\)- Sc](#)

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PHASE/Task			Project Director	Project Manager	Admin	Sr. Engineering Manager	Engineering Manager	Civil Engineer	Civil Director/QC	Structural Sr. Engineer	Senior Architect	Bldg Mech Director/QC	Bldg Mech Engineer	Proc Mech Sr. Engineer	Chem Feed Director/QC	Chem Feed Sr. Engineer	Chem Feed Engineer	Electrical Sr. Engineer
(Billing Rate, \$\$,Hr.)			\$348.00	\$269.00	\$95.00	\$222.00	\$159.00	\$130.00	\$238.00	\$200.00	\$181.00	\$238.00	\$181.00	\$206.00	\$269.00	\$206.00	\$155.00	\$206.00
WORK BREAKDOWN STRUCTURE		PHASE																
Client		Task 100 - Project Management & Administation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Client	PM	Task 101 - Project Management Services0000	8	12	-	-	12	4	-	-	-	-	-	-	-	-	-	-
Client	PM	Task 103 - Monthly Invoicing0010	-	4	4	-	2	-	-	-	-	-	-	-	-	-	-	-
Client	PM	Task 104 - Provide Monthly Status Report0011	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-
Client	PM	Task 105 - Subconsultant Agreements & Administration0012	-	3	-	-	4	-	-	-	-	-	-	-	-	-	-	-
Client	CD	Task-107- Conduct Design Progress Meeting0030	-	2	-	-	4	-	-	-	-	-	-	-	-	-	-	-
Client	CD	Task 402- BDM0040	2	6	6	4	48	77	2	4	4	4	10	4	4	8	45	4
Client	CD	Task Series 500 - Detailed Design Services0060	-	-	-	-	-	-	-	4	4	33	169	-	4	8	15	4
Client																		
Client		Total, Hours	10	27	10	4	74	81	2	8	8	37	179	4	8	16	60	8
Client		Total, Billings	\$ 3,480	\$ 7,263	\$ 950	\$ 888	\$ 11,766	\$ 10,530	\$ 476	\$ 1,600	\$ 1,448	\$ 8,806	\$ 32,399	\$ 824	\$ 2,152	\$ 3,296	\$ 9,300	\$ 1,648

Owner: [KCMO Water Service Department](#)

Project: [Buckeye Creek PS Improvments \(Design and Bid Phase\)- Sc](#)

PHASE/Task												SUBCONTRACTS				SUBTOTAL, SUBCONTRACTS	TOTAL Billings	
		I&C Director/QC	I&C Sr. Engineer	I&C Technician	BIM Coordinator	BIM Sr Technician	Estimator Director/QC	Finance	Sr. Project Controls		SUBTOTAL, Hours	SUBTOTAL, Billings \$	Custom	EAE	SE3			T&B
(Billing Rate, \$\$,Hr.)		\$269.00	\$206.00	\$155.00	\$149.00	\$146.00	\$238.00	\$111.00	\$197.00									
WORK BREAKDOWN STRUCTURE		PHASE																
Task 100 - Project Management & Administration			-	-	-	-	-	-	-	-	-	\$ -					\$ -	\$ -
Task 101 - Project Management Services		0000	-	-	-	-	-	-	-	-	36	\$ 8,440					\$ -	\$ 8,440
Task 103 - Monthly Invoicing		0010	-	-	-	-	-	-	14	14	38	\$ 6,086					\$ -	\$ 6,086
Task 104 - Provide Monthly Status Report		0011	-	-	-	-	-	-	-	-	4	\$ 636					\$ -	\$ 636
Task 105 - Subconsultant Agreements & Administration		0012	-	-	-	-	-	-	-	-	7	\$ 1,443					\$ -	\$ 1,443
	Task-107- Conduct Design Progress Meeting	0030	-	-	-	-	-	-	-	-	6	\$ 1,174					\$ -	\$ 1,174
Task 402- BDM		0040	3	16	8	10	52	6	-	-	327	\$ 53,372	\$ 26,400	\$ 60,350	\$ 17,500	\$ 6,027	\$ 110,277	\$ 163,649
Task Series 500 - Detailed Design Services		0060	-	-	-	20	88	8	-	-	357	\$ 63,572					\$ -	\$ 63,572
Total, Hours			3	16	8	30	140	14	14	14	775							
Total, Billings			\$ 807	\$ 3,296	\$ 1,240	\$ 4,470	\$ 20,440	\$ 3,332	\$ 1,554	\$ 2,758		\$ 134,723	\$ 26,400	\$ 60,350	\$ 17,500	\$ 6,027	\$ 110,277	\$ 245,000

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Project Initiation - Meeting with the Client	1 day	Thu 7/22/21	Thu 7/22/21	
2		Develop Basis of Design Memorandum	405 days	Fri 7/23/21	Wed 8/31/22	
3		Screening and Grit TM	78 days	Fri 7/23/21	Fri 10/8/21	
10		Project on Hold	91 days	Tue 3/22/22	Mon 6/20/22	
11		Task 402 - Basis of Design Memorandum	72 days	Tue 6/21/22	Wed 8/31/22	
12		Internal Kickoff	0 days	Tue 6/21/22	Tue 6/21/22	10
13		Prepare Draft BDM	29 days	Tue 6/21/22	Tue 7/19/22	12
14		Pencil Down	5 days	Wed 7/20/22	Sun 7/24/22	13
15		Complete QA/QC	7 days	Mon 7/25/22	Sun 7/31/22	14
16		Incorporate QA/QC Comments	3 days	Mon 8/1/22	Wed 8/3/22	15
17		Reproduction	2 days	Thu 8/4/22	Fri 8/5/22	16
18		Submit Draft TM to City for Review	0 days	Fri 8/5/22	Fri 8/5/22	17
19		City Review BDM	16 days	Sat 8/6/22	Sun 8/21/22	18
20		BDM Meeting	0 days	Thu 8/11/22	Thu 8/11/22	21
21		Incorporate Comments	7 days	Mon 8/22/22	Sun 8/28/22	19
22		Final BDM Issued (Pencil Down and Repro)	3 days	Mon 8/29/22	Wed 8/31/22	21
23		Task Series 500 - Detailed Design	212 days	Mon 8/22/22	Tue 3/21/23	
24		Task 501 Level 3 Deliverable (90%)	75 days	Mon 8/22/22	Fri 11/4/22	19
25		Prepare 90% Drawing and Specifications	37 days	Mon 8/22/22	Tue 9/27/22	19
26		Pencil Down	5 days	Wed 9/28/22	Sun 10/2/22	25
27		Complete QA/QC	7 days	Mon 10/3/22	Sun 10/9/22	26
28		Incorporate QA/QC Comments	10 days	Mon 10/10/22	Wed 10/19/22	27
29		Reproduction	2 days	Thu 10/20/22	Fri 10/21/22	28
30		Submit 90% to the City for Review	0 days	Fri 10/21/22	Fri 10/21/22	29
31		City Review 90%	14 days	Sat 10/22/22	Fri 11/4/22	30
32		90% Meeting	0 days	Wed 10/26/22	Wed 10/26/22	31
33		Prepare Updated OPCC	0 days	Fri 11/4/22	Fri 11/4/22	31
34		Task 502 Complete Deliverable (100%)	52 days	Sat 11/5/22	Mon 12/26/22	
35		Prepare 100% Drawings and Specifications	14 days	Sat 11/5/22	Fri 11/18/22	31
36		Pencil Down	7 days	Sat 11/19/22	Fri 11/25/22	35
37		Complete QA/QC	7 days	Sat 11/26/22	Fri 12/2/22	36
38		Incorporate QA/QC Comments	5 days	Sat 12/3/22	Wed 12/7/22	37
39		Reproduction	4 days	Thu 12/8/22	Sun 12/11/22	38
40		Submit 100% Documents to the City to Review	1 day	Mon 12/12/22	Mon 12/12/22	39
41		City Review 100%	14 days	Tue 12/13/22	Mon 12/26/22	40
42		100% Review Meeting with City	0 days	Tue 12/20/22	Tue 12/20/22	
43		Task 503 Final Document Deliver	22 days	Tue 12/27/22	Tue 1/17/23	
44		Prepare Final Drawings, Specification and Cost Opinion	16 days	Tue 12/27/22	Wed 1/11/23	41
45		Reproduction and Sign and Seal	6 days	Thu 1/12/23	Tue 1/17/23	44
46		Submit Final Documents to City	0 days	Tue 1/17/23	Tue 1/17/23	45
47		Submit Final OPCC	0 days	Tue 1/17/23	Tue 1/17/23	46
48		Task 600 Series	63 days	Wed 1/18/23	Tue 3/21/23	
49		Attend Prebid	48 days	Wed 1/18/23	Mon 3/6/23	47
50		Task 604 Submit Engineers OPCC	15 days	Tue 3/7/23	Tue 3/21/23	49
51		Task 604 prepare conformed drawings	15 days	Tue 3/7/23	Tue 3/21/23	49
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Project: Buckeye Creek PS Scree

Date: Tue 5/3/22

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

External Tasks External Milestone

Deadline Progress

Manual Progress

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Project: Buckeye Creek PS Scree

Date: Tue 5/3/22

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

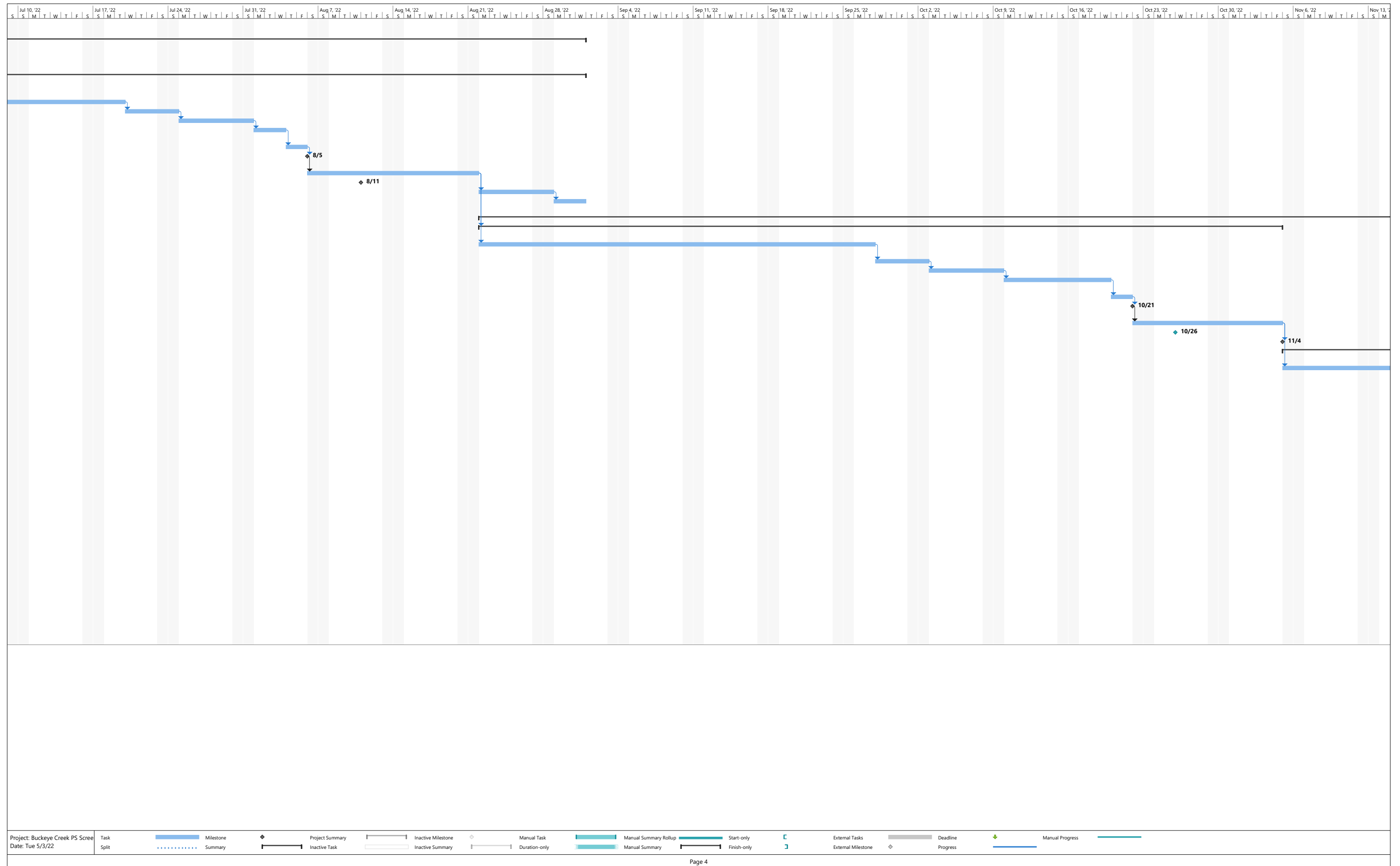
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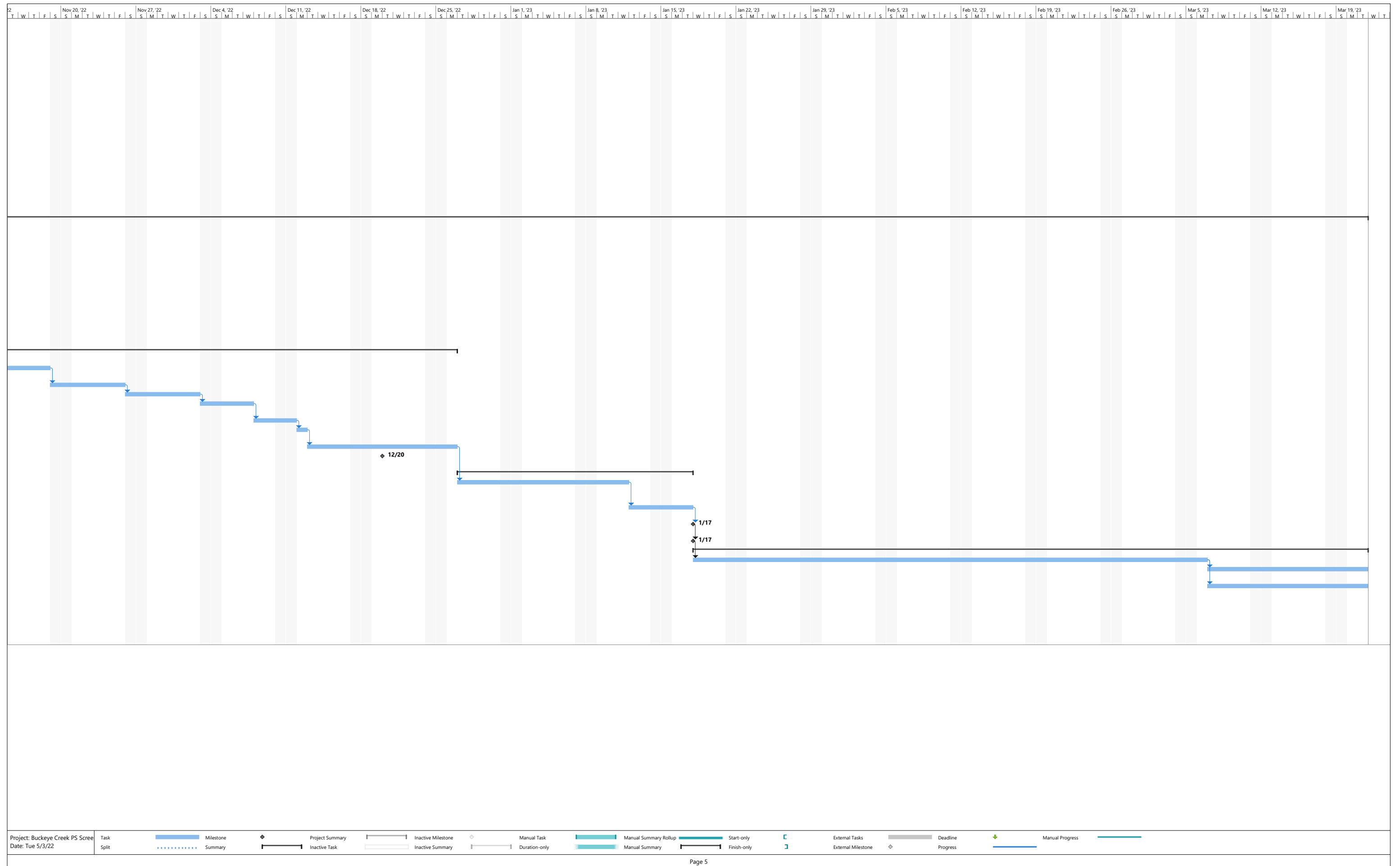
Deadline Progress

Manual Progress

Page 2







DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 5
CONTRACT NO. 1137 PROJECT NO. 81000727
BUCKEYE CREEK PUMP STATION REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on February 5, 2015, as follows:

WHEREAS, City has previously entered into a contract dated February 5, 2015 in the amount of \$244,000.00; and

WHEREAS, City has previously entered into an Amendment No. 1 on December 21, 2017 in the amount of \$1,019,655.00, Amendment No. 2 on August 19, 2019 in the amount of \$1,318,858.00, to amend the total contract to \$2,582,513.00; Amendment No. 3 on June 15, 2021 in the amount of \$880,900.00, to amend the total contract to \$3,463,413.00; and Amendment No. 4 on September 18, 2022 in the amount of \$245,000.00, to amend the total contract to \$3,708,413.00; and

WHEREAS, the City desires to execute Amendment No. 5, in the amount of \$833,455.00, to amend the total contract amount to \$4,541,868.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 5th Amendment, City and Design Professional agree as follows:

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

- A. Add the following section(s):
 - a. Under Attachment A – Scope of Services, add Attachment A5 – Additional Scope of Services
 - b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C5 – Engineering Fee Summary and Schedule of Position Classifications
 - c. Add **Attachment H**, CREO Contract Assurances Addendum
- B. Delete and replace the following section(s):
 - a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services Part II, Standard Terms and Conditions.
 - b. 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 \$_____, 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Sub-contractor List Non-Construction" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C5**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C and C5**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

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 reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, railroad applications, and travel per diem.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times and 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 C5**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when 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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

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)

Civil Rights and Equal Opportunity Department

Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

Civil Rights and Equal Opportunity Department

Civil Rights and Wage Assurances

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

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

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

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

Civil Rights and Equal Opportunity Department

Civil Rights and Wage Assurances

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

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

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

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

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

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

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

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

Sec. 28. Affirmative Action.

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

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

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

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

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

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

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

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