DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 80002134/9489

SECONDARY SWITCHGEAR IMPROVEMENTS AT THE WATER TREATMENT PLANT

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 **HDR Engineering, Inc.** ("Design Professional"). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

A. The services to be provided under this Agreement are for the following project (Project) and purpose: The project will provide Engineering Design Services to replace the existing 2400-volt electrical switchgear lineup at the Water Treatment Plant. It includes existing incoming feeder power sources and 2400-volt load connections. The scope of work shall also include upsizing the existing switchgear and related wiring for the Water Treatment Plant Chemical Building. Three existing control and monitoring PLC's related to the switchgear and systems in the area shall be replaced.

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

A. Design Professional shall perform Scope of Services listed on **Attachment A.**

B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B.**

C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.

D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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 **$1,430,850.00**, as follows:

1. **$887,254** 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 is 3.04. A 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 **$475,460**. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs 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 **Sixty Eight Thousand One Hundred and Thirty Six Dollars ($68,136)** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. 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:

KC WATER

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:

HDR ENGINEERING, INC.

Contact: Joseph E. Drimmel, PE
Address: 10450 Holmes Road, Suite 600
Kansas City, MO 64131
Phone: (816) 360-2701 Facsimile: (816) 360-2777
E-mail address: joseph.drimmel@hdrinc.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.

B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.

C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D,** incorporated into this Agreement.

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

Attachment A – Scope of Services
Attachment B – Electronic 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. Documents Incorporated by Reference. The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

Sec. 11. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the "Subcontractor List Non-Construction."

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

Sec. 13. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E.** If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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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: 7/2/19

By: Joseph E. Drimmel

Name: Joseph E. Drimmel

Title: Senior Vice President

KANSAS CITY, MISSOURI

DocuSigned by: Terry Leeds 78C58DD45610460...

Date: 7/15/2019

By:

Name: Terry Leeds

Title: KC Water Director

DS

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: Theresa Danielsen E0E2BF64764D4B6...

Director of Finance Date 7/23/2019

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 provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

not prohibit Design Professional from subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

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/gc_1185221678150.shtm . For those Design

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

Sec. 24. Quality Services Assurance Act. Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Scope of Services

Secondary Switchgear Improvements at the Water Treatment Plant

Owner:	City of Kansas City, Missouri, Water Services Department
Design Professional:	HDR Engineering Inc.
WSD Contract No:	9489
WSD Project No:	80002134

A.0 Project Location and Description.

Secondary Pump Station Medium Voltage Switchgear – The existing switchgear line up at the Water Treatment Plant is located inside the existing Secondary Pump Station on elevation 48'. The work will route or reroute electrical feeders from three existing outdoor substations located south of the Secondary Pump Station to a new switchgear lineup.

The existing switchgear line up currently feeds pumps and all other treatment plant electrical loads operating at 2400 volts or less. The existing loads will generally be maintained. A plan for re-feeding the Chemical Building 2400-volt switchgear will be considered in the layout.

Existing motor control wiring and valve wiring on elevation 20', which extends from the switchgear to the motors, valves, and programmable logic controllers (PLC's), will need to be identified and replaced.

The existing original control room on elevation 48' has unknown interfaces with the existing switchgear. The existing original control room (not including the PLC interface), will have no interfaces replaced with the construction of the new switchgear.

There are two existing PLC's, near the switchgear which will be replaced and relocated, including their field wiring. There is one existing PLC in the existing control room which will be replaced and relocated, including its field wiring.

Chemical Feed Building Unit Substations and Medium Voltage Switchgear – There are two unit substations located outside the Chemical Feed Building. There is an existing medium voltage switchgear line up in the basement of the Chemical Feed Building. The work will include replacing the two unit substations, replacing the existing medium voltage switchgear, and routing new electrical feeders. Circuits from the medium voltage switchgear to the loads will be replaced. It will be evaluated whether the Chemical Feed Building will be fed from either the Secondary Pump Station Switchgear and replacing the existing 600 amp load break devices or routing new electrical feeders from the Central and West Substations.

Lighting – In areas where new equipment is being installed the lighting will be evaluated an upgraded as needed for the construction.

Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DESIGN PROFESSIONAL may be requested to provide additional services related to the

Secondary Switchgear Replacement. Additional services agreed to will be performed under the same terms as existing contract.

Project Schedule.

Conceptual Design /Basis of Design Memorandum – 120 calendar days after NTP
Preliminary Design, Final Design – 240 calendar days after Conceptual Design
Bidding and Award – 150 calendar days after Preliminary/Final Design

WSD's Responsibilities. WSD will furnish, as required by the herein described Scope of Services and not at the expense of the ENGINEER, the following items:

Provide access to sites for field investigations by ENGINEER.

Provide assistance by placing at ENGINEER'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 fourteen (14) calendar days of receipt of a written or electronic request by ENGINEER.

WSD hereby commits to review periods for interim deliverables of no more than fourteen (14) calendar days from receipt of deliverables from ENGINEER. WSD shall provide consolidated written review comments to ENGINEER within that period. The schedule shall be extended one day for each additional day beyond the fourteen (14) calendar day review period.

WSD's project manager will provide the services of at least one (1) WSD employee who has the right of entry to and knowledge of the existing facilities.

WSD's project manager will coordinate the scheduling of meetings between the WSD's management, engineering and operations and maintenance groups and the ENGINEER.

B.0 Scope of Services.

B.0.1 Conduct Project Administration Services. Design Professional will provide the management functions required to successfully complete all phases of the work, including all project correspondence with the City; Status Reports, consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed.

- Conduct eight (8) monthly progress meetings. Engineer will develop and distribute the progress meeting agenda three (3) days prior to the meeting.
- ENGINEER will prepare monthly invoices, monthly status reports and general correspondence during all phases of the project. Status reports will include an updated schedule, a summary of status of each major task and a summary of the PROJECT financial status. With each invoice, include a table or excel file divided

by task for each task member hours and their position.

- The Scope of Services and the subtasks discussed below explicitly set forth what ENGINEER will perform and does not implicitly put additional responsibilities or duties upon ENGINEER.

B.0.2 Conceptual Design / Basis of Design Memorandum: The Scope of Services for the Basis of Design Memorandum and the tasks discussed below explicitly set forth what ENGINEER will perform and does not implicitly put additional responsibilities or duties upon ENGINEER. This Preliminary Design task will be completed by ENGINEER within one hundred twenty (120) calendar days of a written Notice to Proceed.

- Engineer with conduct a Project Initiation Meeting with WSD to confirm PROJECT goals and objectives; to review PROJECT schedule and budget commitments; to review facilities; and to obtain records, drawings and data. Evaluate existing building space at the plant to determine adequacy of reuse. One day is budgeted for the Project Initiation Meeting and plant inspection.

- Survey / LiDAR / BIM Model development
    - Secondary Switchgear building
    - Chemical building
- Wire Tracing
    - Secondary Pump Station
    - Chemical building
    - Control Room
    - Site (immediately outside Chemical Building)

Basis of Design Memorandum shall consider and include:

Layout and Construction Sequencing. The Engineer shall consider the switchgear replacement construction sequencing and layout within the existing space, as well as evaluating alternative locations, but the design may require removal or relocation of some existing infrastructure. Existing plant-wide electrical loads and electrical source transfer schemes shall be studied and documented. Loads shall be maintained and coordinated throughout construction as required by Water Plant Staff and regulatory requirements. Construction sequencing calculations for water pumping and electrical load requirements shall be performed by the engineer. The existing electrical loads fed from the Secondary Pump Station Switchgear are north pumping equipment, south pumping equipment and treatment plant loads including but not limited to existing pumps 1S, 2S, 3S, 4S, 6S, 7S, 8S, 9S, 10S, 1N, 2N, 3N, 4N, 5N, 7N, 8N, HS1, HS2, HS3, HS4, HS5, and plant electrical feeders P24, P25, P26, P27, and P28. Existing chemical building feeders P26C and P27C shall be replaced at higher capacity and either be re-fed 2400V from the Secondary Pump Station or 13.2kV from the Central and West Substations. The existing Chemical Building 2400 volt Switchgear and Unit Substations No. 4 and No. 5 shall be replaced. The planning effort shall maintain SCADA communications with all operating equipment.

- A risk analysis study shall be performed and assist the team in construction sequencing and design decisions to mitigate risks. The process and conclusions shall be documented in a technical memorandum.
- Engineer will conduct one (1) meeting at the conclusion of the risk analysis.
- Engineer will evaluate up to three physical location alternatives and each alternative will include:
    - Up to two sequencing alternatives
    - Up to two different electrical loading scenarios
- Engineer will conduct one (1) meeting at the conclusion of the Layout and Construction Sequencing Phase.

Existing Secondary Switchgear Load Division: The design shall locate and transfer some of the existing secondary switchgear loads and controls as determined by the construction sequencing study to a new third 2400-volt electrical bus. The two existing 2400-volt electrical buses shall then be replaced. Rerouting of existing conduits and wiring shall be required.

Secondary Switchgear Conduit Routing: Existing loads shall be re-fed from the new switchgear. The existing feeds to the Chemical Building will be evaluated. Each load feeder and conduit will be evaluated for re-use or replacement. Splices will not be permitted unless approved in advance by the City. Routing of conduits over 2-inches shall be provided on the drawings rather than field routing during construction. In addition to rigid conduit, the consultant shall consider alternate conduit systems such as armor flex conduits, tray systems, or other method to optimize the future maintenance, use of space, and the transition from the existing conduits during construction. Recommendations shall be provided. Existing motor terminations and any other 2400 volt load terminations shall be evaluated and improvements specified if needed.

Existing Motor 5 North: The existing autotransformer soft starter for Motor 5N shall remain. Alternative locations will be evaluated as necessary to facilitate construction sequencing requirements. It shall be re-fed from the new switchgear.

Existing Motor 9 South and Motor 10 South: The existing motors 9S and 10S may or may not be upsized to 1500hp and re-piped to pump north in the future. That decision will be made at a later date and is outside the scope of this project. This project will have provisions to feed either 1500hp VFD's or the existing 1000hp Synchronous starters to be located away from the line-up similar to Pump 5N, or within the line-up. As a part of this project, Pump 9S and Pump 10S will be reconnected electrically from the new switchgear line-up.

Existing Chemical Building Indoor 2400 Volt Switchgear. The existing Chemical Building 2400V switchgear located indoors shall be replaced and upsized in either an indoor or outdoor location. The Chemical Building outdoor unit substations No. 4 and No. 5 shall be replaced. Existing loads shall be re-fed. Evaluate, recommend, and design systems feeding either 2400 volt from the Secondary Pump Station Switchgear or 13.2kV from the Central and West Substations.

Existing redundant 125-Volt DC auxiliary and control power supplies. The existing battery system was recently replaced and shall remain in place. Pump controls and switchgear breaker controls functionality fed from the DC system shall be determined and replaced. The design shall permit manual motor/pump/valve control individually from controls on the front of the switchgear line up as well as from SCADA.

Ventilation: Elevation 48' room ventilation shall be evaluated and improved. The design will consider the functional and cost impact of future air-cooled VFD installations. Based on that information, the project may include provisions for possible additional ventilation loads and will investigate opportunities to improve airflow through the use of ductwork.

SCADA/PLC's: Replacement and improvements of the existing PLC's and SCADA interfaces including pump status, valve status, alarms, flows, and pressures. Provisions for individual unit power monitoring, switch and tie-breaker status, and overall power management shall be integrated into the PLC design. Scope will include reviewing the existing PLC interface with the existing plant communication system and providing recommendation for the new PLC interface with the existing plant communication system.

House Service Pumps: The House Service Pumps are HS1, HS2, HS3, HS4 and HS5 which are fed by remotely located oil filled motor starters which shall be replaced. Relocation of the existing gear shall be evaluated and developed.

Removal of the Original Control Room: The equipment within the original control room shall remain in place as a part of Water Supply's tour. The existing wiring within the control room will be identified during design and removed during construction if not in use. Once the active electrical wiring has been eliminated, then Water Supply will be responsible for revitalizing this area and is out of the scope of this project. The existing PLC within the control room shall be replaced and relocated. Existing I/O points will be identified and rewired to the new PLC.

Area Classification: A classification study according to National Fire Protection Association (NFPA) Publication 70, National Electric Code (NEC) in Articles 500 to 506 shall be performed on elevation 48' as it relates to the indoor natural gas engine and recommendations provided and incorporated into the design. A code review for Life Safety and Fire Protection Analysis will be completed for the individual spaces where electrical improvements are being made under this contract.

Design Memorandum Document. Prepare a design memorandum and preliminary drawings as required to establish agreement on the scope, design parameters, performance requirements and PROJECT approach for improvements. Submit electronic .pdf file and five paper (5) copies to WSD for review.

- Designate a QA/QC review team to provide QA/QC reviews at the Preliminary Design phase. Team shall consist of a technical advisor or senior technical staff not associated with the day-to-day design work.

Design Memorandum Review. Meet with WSD and obtain WSD's comments on the design memorandum and preliminary drawings. Resolve questions and revise documents, if necessary and submit ten (10) final copies and one electronic pdf copy of final Design Memorandum to WSD.

Construction Cost Opinions. All opinions of probable construction cost developed for Basis of Design will follow the recommendations of the AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The cost opinion level of accuracy presented by ENGINEER will be a Class 3 budget authorization or control cost opinion in accordance with accepted industry guidelines and as defined by AACE. Since ENGINEER has no control over the cost of labor, material or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an ENGINEER. ENGINEER does not guarantee or warranty that proposals, bids or actual PROJECT costs will not vary from ENGINEER's opinions of probable cost.

B.0.3 Pre-Purchase of Long Lead Equipment. Evaluate the option of preparing an early purchase bid package for procurement of long lead equipment during the design phase. Long lead equipment includes the switchgear for both the Secondary Pump Station and Chemical Feed Building and the Unit Substations at the Chemical Feed Building.

- Engineer will prepare pre-purchase equipment package technical specifications and drawings.
- Engineer will prepare opinion of probable cost

Owner will prepare Bid documents and Advertise.

- Engineer will attend pre-Bid meeting and provide assistance
- Engineer will review Bids and provide recommendation of award

WSD's Responsibilities. WSD will furnish, as required by the herein described Scope of Services and not at the expense of the ENGINEER, the following items:

WSD will handle all copying and reproduction and all aspects of bidding document distribution during PROJECT advertisement.

WSD will issue all addenda during bidding services.

WSD hereby commits to review periods for interim deliverables of no more than fourteen (14) calendar days from receipt of deliverables from ENGINEER. WSD shall provide consolidated written review comments to ENGINEER within that period. The schedule shall be extended one day for each additional day beyond the fourteen (14) calendar day review period.

WSD's project manager will coordinate the scheduling of meetings between WSD's management, engineering and operations and maintenance groups and the ENGINEER.

B.0.4/5 FINAL DESIGN. The Scope of Services for Final Design and the subtasks discussed below explicitly set forth what ENGINEER will perform and does not implicitly put additional

responsibilities or duties upon ENGINEER. This Final Design task will be completed by ENGINEER within two hundred and forty (240) calendar days of WSD's written acceptance of the Final Design Memorandum. The time required for bidding, award and construction contracting is expected to take one hundred fifty (150) calendar days; this is in addition to the time required for Final Design.

- Designate a QA/QC review team to provide QA/QC reviews at the Final Design phase. Team shall consist of a technical advisor or senior technical staff not associated with the day-to-day design work.

Final Design shall include:

Construction Contract Documents. Prepare detailed drawings, specifications and other Construction Contract Documents for the proposed construction work and for materials and equipment required. The documents shall be prepared for selection of a private construction Contractor on a competitive bid basis. Construction Contract Documents shall be in accordance with WSD standards, detailed specifications and approved preliminary plans developed in Preliminary Design. Construction Contract Documents will be prepared in stages to facilitate review by WSD and provide an orderly progression of the design. Interim deliverables will be as follows:

60-percent (Level 2) Review Documents

- Equipment Physical Locations and Layouts
- Complete but not final construction methodology, sequence, and schedule
- Electrical systems one-line
- Communications Network architecture diagram including major components
- Draft technical specifications for major equipment

95-percent (Level 3) Review Documents

- Complete specifications
- Remaining drawings, details
- Signed and sealed drawings and specifications

Construction Cost Opinions. All opinions of probable construction cost developed for Final Design will follow the recommendations of the AACE International Recommended Practice No. 18R with regard to methodology and accuracy. The cost opinion level of accuracy presented by ENGINEER for the 60-percent deliverable will be a Class 2 control or bid cost opinion in accordance with accepted industry guidelines and as defined by AACE. The cost opinion level of accuracy presented by ENGINEER for the 95- percent and final deliverable will be a Class 1 check estimate or bid cost opinion in accordance with accepted industry guidelines and as defined by AACE. Since ENGINEER has no control over the cost of labor, material or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an ENGINEER. ENGINEER does not guarantee or warranty that proposals, bids or actual PROJECT costs will not vary from ENGINEER's opinions of

probable cost.

Design Reviews. ENGINEER shall provide to WSD for review five (5) sets of Construction Contract Documents for the 60- and 95-percent complete sets of Construction Contract Documents. Drawings will be half size. Meet with WSD at the 60- and 95-percent complete stages to present the design and obtain WSD review comments. Resolve questions and address WSD comments at each level.

Final Cost Opinion. Upon completion of the Construction Contract Documents reviews, update the opinion of probable construction cost and revise as required.

Mylar Submittal/CAD Files. ENGINEER will incorporate review comments concerning the 95-Percent Complete Construction Contract Documents and will furnish one (1) full-size check set printed on bond paper. Upon WSD approval of check set, ENGINEER shall submit signed and sealed full-size mylars for final WSD signatures. The electronic CAD Drawings and reference files will be provided on a single thumb drive to be archived by the City. The construction as-built drawings will supplement or replace these files at the discretion of the City.

B.0.6 Bidding Services. The Project will be advertised for construction by a general contractor. ENGINEER will provide the following services prior to, during and immediately following Project advertisement.

Prepare Advertisement and Bidding Documents. Assist WSD in establishing bid opening dates and prepare Construction Contract Documents for distribution by the WSD for the construction project.

Provide the following numbers of copies to the WSD for copying and reproduction by WSD for distribution to prospective bidders:

- Specifications — 1 loose copy
- Final Mylar drawings — 1 set
- Electronic Drawing and Specification Files — 1 thumb drive containing pdf files
- Electronic Proposal — 1

Pre-Bid Assistance. Address inquiries prior to the bid opening from contractors, subcontractors, suppliers and public officials. Interpret bidding documents. Prepare up to two (2) addenda to the Construction Contract Documents, as required.

Pre-Bid Conference. Attend and assist WSD, at a date and time selected and a place provided by WSD, with a pre-bid conference to:

- Confirm the types of information required by the Construction Contract Documents and the format in which bids are to be presented.
- Review special PROJECT requirements and Construction Contract Documents in general.
- Receive requests for interpretations that will be issued to plan holders by

addendum, if necessary.

Bid Opening/Final Cost Opinion. Submit a sealed, final opinion of probable construction cost prior to bid opening. Assist WSD in reviewing the bids for completeness and accuracy.

Pre-Award Services. Consult, advise, and submit information on the responsiveness of the apparent low Bidder, the acceptability of its major subcontractors and the substitution of material and equipment proposed by the apparent low Bidder. Pre-award services will include:

- Qualifications of Apparent Successful Bidder. Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include financial resources and reference checks on previous experience.

- Bid Tabulations. Prepare and distribute a signed and sealed bid tabulation sheet, evaluate bids and make a recommendation to Owner concerning contract award.

WSD's Responsibilities. WSD will furnish, as required by the herein described Scope of Services and not at the expense of the ENGINEER, the following items:

WSD will handle all copying and reproduction and all aspects of bidding document distribution during PROJECT advertisement.

WSD will issue all addenda during bidding services.

WSD hereby commits to review periods for interim deliverables of no more than fourteen (14) calendar days from receipt of deliverables from ENGINEER. WSD shall provide consolidated written review comments to ENGINEER within that period. The schedule shall be extended one day for each additional day beyond the fourteen (14) calendar day review period.

WSD's project manager will coordinate the scheduling of meetings between WSD's management, engineering and operations and maintenance groups and the ENGINEER.

Key Understandings:

- The City will provide input with regard to construction sequencing criteria for maintaining plant operations during construction. Construction sequencing development cannot commence until this is received. ENGINEER will evaluate the option of pre-purchasing long lead items to shorten construction duration.
- The City prefers that the Secondary Pump Station switchgear be replaced within the same footprint. ENGINEER will evaluate the existing switchgear footprint and alternative locations, existing conduits exiting/entering switchgear, existing floor penetrations, potential manufacturer's equipment layouts and dimensions, NEC working clearance requirements, risk analysis and the City's construction sequencing criteria. ENGINEER will provide a recommended construction sequence based on this evaluation.

- Engineer will evaluate up to three physical location alternatives and each alternative will include:
  - Up to two sequencing alternatives.
  - Up to two different electrical loading scenarios.
- Up to three alternative locations for the Chemical Building 2400V switchgear will be evaluated and a recommendation will be provided.
- The underground duct bank feeds from the new West, Central and East Substations being installed as part of the Electrical Reliability Improvements project will be re-used. Re-routing within the Secondary Pump Station may be necessary depending on final switchgear location.
- Project shall include space planning for Pump 9S and 10S future VFD's. Feeder breakers in the new switchgear line-up should be provided for these pumps.
- BIM modeling will be included for the Secondary Pump Station and will be considered for the Chemical Building. The use of smart cable labeling that references to the BIM model will be evaluated.
- The City will provide BIM standards to the ENGINEER.
- Replacement of the circuits to the Maintenance Building is not within the scope of the project. The condition of these cables will be assessed in the Basis of Design Memorandum.
- Evaluation of replacement of existing lighting fixtures with LED fixtures will be included within the Basis of Design Memorandum.
- Automatic Transfer Scheme development is not included. All circuit breaker operation and transfers will be manual.

Optional or Supplemental Services. The following elements are not included in the Project's Scope of Services for Preliminary Design, but can be added as Supplemental or Optional Services by separate written authorization.

Development of Unavailable Record Documents. ENGINEER will research, document, develop drawings, tables, data bases, or other agreed upon format in the interest of project development.

Engineering Services associated with Codes Review and Pump 6N. ENGINEER will specify and provide construction documents related to mitigation or correction of codes issues.

Addition or changes associated with developments of North Pumping Scheme. ENGINEER will specify and provide construction documents related to Pumps 9S and 10S.

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

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

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

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

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

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

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

KCMO Secondary Switchgear Improvements

Position Classification with Range of Salary Rates

CLASSIFICATION	SALARY RATES
Principal	$100 - $125
Sr. Project Manager	$65 - $100
Project Manager	$40 - $65
Sr. Project Engineer	$65 - $95
Project Engineer	$40 - $65
EIT	$25 - $40
Sr. Civil Engineer	$60 - $75
Civil Engineer	$45 - $60
Sr. CAD/GIS Technician	$35 - $50
CAD/GIS Technician	$25 - $35
Sr. Environmental/Water Quality Specialist	$40 - $60
Environmental/Water Quality Specialist	$25 - $40
Planner	$60 - $80
Communication	$45 - $60
Sr. Modeler	$55 - $75
Modeler	$40 – $55
Survey/Technician	$20 - $55
Accountant/Project Controls	$20 - $40
Admin	$20 - $35

Salary Rates above are for 2019 calendar year. The contract multiplier to be used is 3.04.

Kansas City, Missouri Secondary Switchgear Improvements Fee

3/25/2019

Rate Schedule Code	Sievert, Charles E (Charlie) Sr. Project Manager	Lindeman, Donald E Sr. Project Engineer	Buechler, Kathleen M Sr. Project Engineer	Witte, Nathan W Project Engineer	Boyd, Thomas K III Project Engineer	Steele, John EIT	Riley, John D Sr. Project Engineer	Johnson, Mark Timothy Sr. CAD	Reuss, Billie J CAD	Thernes, Kevin K Sr. Project Engineer	Wiseman, David L Sr. Project Engineer	Worth, Lance R Project Engineer	Fallon, Vince Project Engineer	Hardee, Ronald B Project Engineer	Sims, Kyle E Project Engineer	Willard, Sean P Sr. CAD	Mynatt, Andrea B Admin	Berne, Susan L Admin	Shaw, Trooper Sr. Project Engineer	Harkins, Jeremy Accountant	Shumpert, Michael Project Engineer	Peluso, Steven Project Engineer	HDR Expenses	Custom Engineering Expenses	Leigh & O'Kane Expenses	WITEC Expenses	Sub 4 Expenses	Total
Estimated Billing Rate per Client Contract	*$261.00*	*$256.00*	*$230.00*	*$119.00*	*$114.00*	*$100.00*	*$211.00*	*$128.00*	*$92.00*	*$229.00*	*$252.00*	*$150.00*	*$149.00*	*$153.00*	*$188.00*	*$130.00*	*$74.00*	*$69.00*	*$220.00*	*$78.00*	*$147.00*	*$181.00*						
TASKS																												
B.0.1 Project Administration																												
1 Work Plan (includes QAQC Plan)	4	4				16											16											$4,852
2 Project Management	40	144															80								$10,000	$4,000	$5,000		$72,224
3 Progress Meetings (8 monthly City/Design Team)	40	40	24	24	24																				$3,600	$1,600			$36,992
4 Invoicing Monthly 12		18																		18					$1,500	$1,000	$1,000		$9,512
5 Status reports and Schedule 12	6	18	12														48			18									$13,890
6 Project Closeout	8	8															8			8					$1,200	$600			$7,152
Subtotal Hours	**98**	**232**	**36**	**24**	**24**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**152**	**0**	**0**	**44**	**0**	**0**							
Subtotal Dollars	**25578**	**59392**	**8280**	**2856**	**2736**	**1600**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**11248**	**0**	**0**	**3432**	**0**	**0**	**$0**		**$16,300**	**$7,200**	**$6,000**	**0**	**$144,622**
Total Task 1																												**$144,622**
									0																			
B.0.2. Conceptual Design/ Basis of Design Memo																												
1 Project Initiation Meeting	8	8	8	8	8												8								$2,000	$1,500	$1,500		$13,432
2 Survey/BIM of Secondary Switchgear PS		2				32		64							6	64							$4,320					$25,672
3 Survey/BIM of Chem Building		4				12		24							4	24									$2,500				$11,668
4 Wire Tracing Secondary Switchgear PS			8	8	8			100								100											$100,000		$129,504
5 Wire Tracing Chem Building			8	8	8			40								40									$5,000		$34,300		$53,324
6 Wire Tracing Control Room			4	4	4			12								12											$17,660		$22,608
7 Wire Tracing Site			1	8				12								12											$9,330		$13,608
8 Risk Analysis	8	8	8	8	8		8				8	8	8									8	8		$1,500	$800	$1,750		$20,610
9 Risk Analysis Meeting	8	8	8	8	8																				$2,000	$1,500	$1,500		$12,840
10 Alternative Layout/Sequencing Evaluation		6	36	72		72			72																$12,000		$1,500		$45,708
11 Sequencing Review Meeting	4	4	8	8	8												8				40	24			$2,000		$1,500		$20,088
12 Design Memorandum	4	24	120	160	60	80	8	64	80	40	2	3	82	20		140	24	40					$300		$39,800	$20,500	$2,500		$197,136
13 Memorandum POPCC		1	2	4	4														48										$12,208
14 Memorandum Review Meeting	4	4	8	8	8												8								$2,000	$1,500	$1,500		$11,364
Subtotal Hours	**36**	**69**	**219**	**304**	**124**	**196**	**16**	**316**	**152**	**40**	**10**	**11**	**90**	**20**	**10**	**392**	**48**	**40**	**48**	**0**	**48**	**32**							
Subtotal Dollars	**9396**	**17664**	**50370**	**36176**	**14136**	**19600**	**3376**	**40448**	**13984**	**9160**	**2520**	**1650**	**13410**	**3060**	**1880**	**50960**	**3552**	**2760**	**10560**	**0**	**7056**	**5792**	**$4,620**		**$68,800**	**$25,800**	**$173,040**	**0**	**$589,770**
Total Task 2																												**$589,770**
B.0.3 Pre-purchase of Equipment																												
1 Pre-Purchase Equipment Package		2	16	16	16	24			64	14								24										$21,070
2 POCC			4		4														24									$6,656
3 Review Meeting	2	2	4	4	4													4							$1,000			$4,162
4 Submit mylars/CAD files		2	2		2				8														$300		$500			$2,736
BIDDING																												
5 Advertisement and Bid documents		1	2		4													8										$1,724
6 Pre-bid Assistance		1	2		4																							$1,172
7 Pre-Bid Conference	1	1	2		2													2										$1,343
8 Final Cost Opinion		1	2		2														8						$750			$3,454
8 Pre-Award Services		1	2		1													2										$968
Subtotal Hours	**3**	**11**	**36**	**20**	**39**	**24**	**0**	**0**	**72**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**32**	**0**	**0**	**0**						
Subtotal Dollars	**783**	**2816**	**8280**	**2380**	**4446**	**2400**	**0**	**0**	**6624**	**3206**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2760**	**7040**	**0**	**0**	**0**	**$300**		**$2,250**	**$0**	**$0**	**0**	**$43,285**
Total Task 3																												**$43,285**
B.0.4 60% Documents																												
1 60% Plans and Specifications	6	24	120	160	60	80	8	160	160	32	2	3	82	20		160	24	40			24	24	$200		$39,800	$21,000	$2,500		$226,346
2 60% POPCC		4	4																60								$1,250		$16,394
3 60% Review Meeting	8	8	8	8	8												8								$2,000	$1,500	$1,500		$13,432
Subtotal Hours	**14**	**36**	**132**	**168**	**68**	**80**	**8**	**160**	**160**	**32**	**2**	**3**	**82**	**20**	**0**	**160**	**32**	**40**	**60**	**0**	**24**	**24**							
Subtotal Dollars	**3654**	**9216**	**30360**	**19992**	**7752**	**8000**	**1688**	**20480**	**14720**	**7328**	**504**	**450**	**12218**	**3060**	**0**	**20800**	**2368**	**2760**	**13200**	**0**	**3528**	**4344**	**$200**		**$41,800**	**$22,500**	**$5,250**	**0**	**$256,172**
Total Task 4																												**$256,172**

Kansas City, Missouri Secondary Switchgear Improvements Fee

3/25/2019

	Sievert, Charles E (Charlie)	Lindeman, Donald E	Buechler, Kathleen M	Witte, Nathan W	Boyd, Thomas K III	Steele, John	Riley, John D	Johnson, Mark Timothy	Reuss, Billie J	Thernes, Kevin K	Wiseman, David L	Worth, Lance R	Fallon, Vince	Hardee, Ronald B	Sims, Kyle E	Willard, Sean P	Mynatt, Andrea B	Berne, Susan L	Shaw, Trooper	Harkins, Jeremy	Shumpert, Michael	Peluso, Steven	HDR Expenses	Custom Engineering Expenses	Leigh & O'Kane Expenses	WITEC Expenses	Sub 4 Expenses	Total
Rate Schedule Code	*Sr. Project Manager*	*Sr. Project Engineer*	*Sr. Project Engineer*	*Project Engineer*	*Project Engineer*	*EIT*	*Sr. Project Engineer*	*Sr. CAD*	*CAD*	*Sr. Project Engineer*	*Sr. Project Engineer*	*Project Engineer*	*Project Engineer*	*Project Engineer*	*Project Engineer*	*Sr. CAD*	*Admin*	*Admin*	*Sr. Project Engineer*	*Accountant*	*Project Engineer*	*Project Engineer*						
Estimated Billing Rate per Client Contract	*$261.00*	*$256.00*	*$230.00*	*$119.00*	*$114.00*	*$100.00*	*$211.00*	*$128.00*	*$92.00*	*$229.00*	*$252.00*	*$150.00*	*$149.00*	*$153.00*	*$188.00*	*$130.00*	*$74.00*	*$69.00*	*$220.00*	*$78.00*	*$147.00*	*$181.00*						
TASKS																												
B.0.5 ***95% Documents***																												
1 95% Plans and Specifications			136	180	72	85	12	200	200	52	8	8				200					32	32		$54,600	$26,250	$1,250		$249,660
2 95% POPCC		4	4		4														36							$1,250		$11,570
3 95% Review Meeting	8	8	8	8	8												8							$2,000	$1,500	$1,500		$13,432
4 Mylar/CAD file submittal	2	2	20	26	10	12		24	32	9						24					6		$200	$7,800	$2,050			$33,197
Subtotal Hours	**10**	**14**	**168**	**214**	**94**	**97**	**12**	**224**	**232**	**61**	**8**	**8**	**0**	**0**	**0**	**224**	**8**	**0**	**36**	**0**	**38**	**32**						
Subtotal Dollars	**2610**	**3584**	**38640**	**25466**	**10716**	**9700**	**2532**	**28672**	**21344**	**13969**	**2016**	**1200**	**0**	**0**	**0**	**29120**	**592**	**0**	**7920**	**0**	**5586**	**5792**	**$200**	**$64,400**	**$29,800**	**$4,000**	**0**	**$307,859**
Total Task 5																												**$307,859**
B.0.6 ***Bidding Services***																												
1 Advertisement and Bid documents		1	2	2	2			4	4				2	2				2						$400	$200			$3,404
2 Pre-bid Assistance		1	4	4	8								4	4				16			2	2		$2,400				$7,932
3 Pre-Bid Conference		1	4		8													8										$2,640
4 Final Cost Opinion		1	2	2	4														20									$5,810
5 Pre-Award Services		1	2		2													4										$1,220
Subtotal Hours	**0**	**5**	**14**	**8**	**24**	**0**	**0**	**4**	**4**	**0**	**0**	**0**	**6**	**6**	**0**	**0**	**0**	**30**	**20**	**0**	**2**	**2**						
Subtotal Dollars	**0**	**1280**	**3220**	**952**	**2736**	**0**	**0**	**512**	**368**	**0**	**0**	**0**	**894**	**918**	**0**	**0**	**0**	**2070**	**4400**	**0**	**294**	**362**	**$0**	**$2,800**	**$200**	**$0**	**0**	**$21,006**
Total Task 6																												**$21,006**
G. ***Task 7 - Optional Services***																												
1 Optional Services (Authorization Required)																												$68,136
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**	**0**	**0**						
Subtotal Dollars	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$68,136**
Total Task 7																												**$68,136**
Total Hours	**161**	**367**	**605**	**738**	**373**	**413**	**36**	**704**	**620**	**147**	**20**	**22**	**178**	**46**	**10**	**776**	**240**	**150**	**196**	**44**	**112**	**90**						**6,048**
Total Billing Amount	**$42,021**	**$93,952**	**$139,150**	**$87,822**	**$42,522**	**$41,300**	**$7,596**	**$90,112**	**$57,040**	**$33,663**	**$5,040**	**$3,300**	**$26,522**	**$7,038**	**$1,880**	**$100,880**	**$17,760**	**10,350**	**43,120**	**$3,432**	**$16,464**	**$16,290**	**$5,320**	**$196,350**	**$85,500**	**$188,290**	**$0**	**$1,362,714**

Includes Civil CADD

includes Arch CADD

Base Fee **$1,362,714**

Base Fee plus Optional Services **$1,430,850**

HDR NET FEE $960,710

FEE minus WITEC $1,242,560

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.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 9489

Project Title 80002134

City of Kansas City - Water Services Department _____
(Department Project) Department

HDR Engineering, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Joseph E. Drimmel, PE, 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 10 **% MBE** and 6 **% 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: 28.2 **% MBE** 6.3 **% 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 Custom Engineering
   Address 12760 E. US Hwy 40, Independence, MO 64055
   Telephone No. 816-350-1473
   I.R.S. No. 43-1031915

b. Name of M/WBE Firm Leigh & O'Kane
Address 250 NE Mulberry Street, Ste. 201, Lee's Summit, MO 64086
Telephone No. 816-444-3144
I.R.S. No. 43-1386621

c. Name of M/WBE Firm WITEC
Address 9709 E. 56th Street, Raytown, MO 64133
Telephone No. 816-743-0770
I.R.S. No. 59-3775731

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Custom Engineering	Contractor			14.4
WITEC	Contractor			13.8

TOTAL MBE $ / TOTAL MBE %: $_____ 28.2 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Leigh & O'Kane	Contractor			6.3

TOTAL WBE $ / TOTAL WBE %: $_____ 6.3 %

*"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

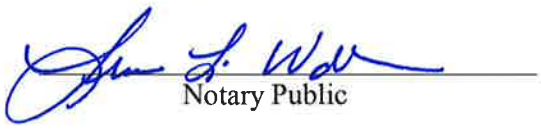
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

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: Charles Sievert, PE
Address: 10450 Holmes Rd., Suite 600
Kansas City, MO 64131
Phone Number: 816-360-2790
Facsimile number: 816-360-2701
E-mail Address: Charles.Sievert@hdrinc.com

By:
Title: Senior Vice President/Area Manager
Date: 4/18/19
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 18th day of April, 2019

My Commission Expires: 1-19-2023 
Notary Public

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424990

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002134

Project Title Secondary Switchgear Improvements at the Water Treatment Plant

HDR Engineering, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering ("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.)

HVAC Mechanical in Chem Building

for an estimated amount of $196,350 or 14.4 % 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

Joseph E. Drimmel, P.E.
Print Name

Sr. Vice President
Title

Date

Signature: M/W/DBE Subcontractor

Joseph T. Davis
Print Name

CEO
Title

4/18/19
Date

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002134

Project Title Secondary Switchgear Improvements at the Water Treatment Plant

HDR Engineering, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with WITEC ("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.)

Wire tracing

for an estimated amount of $ 188,290 or 13.8 % 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	Signature: M/W/DBE Subcontractor
Joseph E. Drimmel, P.E.	Mark Dennis
Print Name	Print Name
Sr. Vice President	Project Manager 4/18/2019
Title Date	Title Date

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002134

Project Title Secondary Switchgear Improvements at the Water Treatment Plant

HDR Engineering, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Leigh & O'Kane ("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.)

Structural support

for an estimated amount of $ 85,500 or 6.3 % 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

Joseph E. Drimmel, P.E.
Print Name

Sr. Vice President
Title

Date

Amanda R Bush
Signature: M/W/DBE Subcontractor

Amanda R. Bush, P.E.
Print Name

Principal
Title

4-18-19
Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

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

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___

Other 15 months (Specify)

Throughout _____ Beginning 1/3 _____

Middle 1/3 _____ Final 1/3 _____

Beginning 1/3 25 % Middle 1/3 50 % Final 1/3 25 %

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

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

(Signature)

Sr. Vice President/Area Manager

(Position with Firm)

4/18/19

(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)

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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

3 (✓) ____Prevailing wage does not apply; or

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR_____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____of the_____,

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

_____ as its free act and deed.

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

My commission expires:

_____ _____
Notary Public

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐MBE ☐ WBE ☐ DBE ☐ NA
List certifications: _____

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

Business Entity Type:
(___) Missouri Corporation
(___) Foreign Corporation
(___) Fictitious Name Corporation
(___) Sole Proprietor
(___) Limited Liability Company
(___) Partnership
(___) Joint Venture
(___) Other (Specify)

Subcontractor's Legal Name and Address

_____

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

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

By: _____ _____
(Signature) (Print Name)

_____ _____
(Title) (Date)

NOTARY

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

My Commission Expires:_____ By_____

_____ _____
Print Name Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 2nd day of July, 20 19, before me appeared Joseph E. Drimmel, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

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

Affiant's signature

Subscribed and sworn to before me this 2nd day of July, 2019.

Notary Public

My Commission expires:

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2020
Commission Number: 12400350

Company ID Number: 42021

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 **HDR Engineering, Inc.** (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.

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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

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

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer HDR Engineering, Inc.

Judith Webster,	SVP, Director of Human Resources
Name (Please type or print)	Title
	3/23/2007
Signature	Date

Company ID Number: 42021

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)	Title
Electronically Signed	**03/23/2007**
Signature	Date

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: Custom Engineering Email: JTDavis@customengr.com Joseph T. Davis	Address: 12760 E. US Hwy 40, Independence, MO 64055 Phone: 816-350-1473 Fax:
2.	Name: Leigh & O'Kane Email: abush@leok.com Amanda R. Bush	Address: 250 NE Mulberry Street, Ste. 201 Lee's Summit, MO 64086 Phone: 816-444-3144 Fax:
3.	Name: WITEC Email: mark@witecinc.com Mark Dennis	Address: 9709 E. 56th Street, Raytown, MO 64133 Phone: 816-743-0770 Fax: 816-350-8524
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: HDR Engineering, Inc.
Submitted By: Joseph E. Drimmel
Title: Senior Vice President
Telephone No.: 816-360-2700
Fax No.: 816-360-2701
E-mail: Joseph.Drimmel@hdrinc.com
Date: 7-2-19

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 9489 PROJECT NO. 80002134
SECONDARY SWITCHGEAR IMPROVEMENTS AT THE WATER TREATMENT PLANT

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **HDR Engineering, Inc**. The parties amend the Agreement entered into on July 23, 2019, as follows:

WHEREAS, City has previously entered into a contract dated July 23, 2019 in the amount of $1,430,850.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of $1,140,766.00, to amend the total contract amount to $2,571,616.00; 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 attachments:
   a. Add Attachment A-1, Scope of Services, for Amendment No. 1.
   b. Add Attachment C-1, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1.

B. Delete and replace the following section:
   a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 2. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **$2,571,616**, as follows:

   1. **$ 1,616,020** 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 "Non-Construction Subcontractors Listing" 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 C-1.**

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C and C-1**. 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.

a. 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 **$ 787,460 .** The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, and local transportation in the project area. Subcontractors' office personnel labor costs shall be included in the the unit prices for field investigation work.

b. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **$ 168,136** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

4. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of 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.

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 **Attachments A and A-1** 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 **Attachments A and A-1**. 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.

D. Delete and replace the following attachment:
Delete Attachment G, Non-Construction Subcontractors Listing, and replace with the following Attachment G.

E. Design Professional (DP) shall be evaluated at each deliverable and the end of the project per the Water Service Department's Design Professional Evaluation Process. WSD or DP may elect to have additional evaluations during construction phase services. Evaluations shall be submitted to the DP's Project Principal. DP shall have the opportunity to formally comment on the evaluation and request a meeting to discuss.

F. Design Professional (DP) shall be evaluated at each deliverable and the end of the project per the Water Service Department's Design Professional Evaluation Process. WSD or DP may elect to have

additional evaluations during construction phase services. Evaluations shall be submitted to the DP's Project Principal. DP shall have the opportunity to formally comment on the evaluation and request a meeting to discuss.

Sec. 3. 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.

DocuSign Envelope ID: 4849DBBF-6554-401E-A24E-CC638BA9A460

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:

DocuSigned by:
Joseph Drimmel
D1CC2441542E4F4...

Date: 6/11/2021

Title:
SVP

KANSAS CITY, MISSOURI
By:

DocuSigned by:
D Matt Bond
44458FCE836C4D6...

Date: 6/25/2021

Title:
DeputyDirector

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:
Theresa Danielsen
F5CE2BE64764D4B6...

Director of Finance

7/27/2021
(Date)

ATTACHMENT A-1

Construction Management and RPR Phase Services

DESIGN PROFESSIONAL: HDR Engineering, Inc.

Owner: City of Kansas City, Missouri

Project: Secondary Switchgear Improvements at the Water Treatment Plant

WSD CPS Contract No.: 9569

WSD Project No.: 80002134

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. Background Information

1. The City has designed and planning implementation of a project to replace 2400-volt switchgear at the Kansas City, Missouri Water Treatment Plant. The specific 2400-volt systems to be replaced are located within the treatment plant at the Secondary Pump Station and Chemical Building. The 2400-volt switchgear at the Chemical Building will be refed electrically from the 13.2KV West and Central Substations.

2. This phase of the Work adds the following to the Basic Services:

    i. Provide engineering office construction phase services for the project. Field representative construction phase services will be provided for the Work included in the construction contract documents. The construction phase services described herein are based on a period of 854 calendar days from the Notice to Proceed through Project Closeout Services as furthered detailed in Section II – Project Milestones.

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. Resident Project Representative services as described below.

4. Project closeout services

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

Task Series 1100 – Project Management and Administration

Task Series 1200 – Construction Office and Field Support Services

Task Series 1300 – Resident Project Representative (RPR) Services

Task Series 1400 – Project Closeout

Task Series 1500 – Update and Maintain the Existing Design BIM Model

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 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 Corps 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 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. DESIGN PROFESSIONAL will not 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. 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, 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 Subcontractor, Supplier, or of 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 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 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 have DESIGN PROFESSIONAL employees and Subconsultant's employees properly equipped and trained in safety procedures and precautions.

9. The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's Consultants, resident Project representative and assistants as identified in the Supplementary Conditions

II. PROJECT MILESTONES

A. DESIGN PROFESSIONAL will perform the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:

   1. Task Series 1100 through 1300, Services will be completed on or before 764 calendar days, or twenty-four (24) months, as anticipated to complete construction activities.

2. Task Series 1400 – 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.

3. Task Series 1500 –BIM Model Updates and Revisions will be completed within 95 days following Task Series 1400.

B. Changes to this anticipated construction schedule may result in changes to the scope of Tasks 1101, 1102, 1103, 1104, 1202, 1206, 1209, 1300, and 1400 and may require an adjustment to the Scope of Services and/or DESIGN PROFESSIONAL's compensation as approved by the CITY.

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 1100 – PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 1101 Project Management Services

DESIGN PROFESSIONAL will provide project management services necessary throughout the project to manage 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 1102 Monthly Invoicing

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

Task Series 1100 – Project Management and Administration

Task Series 1200 – Construction Phase Office and Field Support Services

Task Series 1300 – Resident Project Representative Services

Task Series 1400 – Project Closeout

Task Series 1500 – BIM Model Update and Revisions

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

Task 1103 Provide Monthly Status Report

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

Task 1104 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for the DESIGN PROFESSIONAL's Subconsultants involved in the Project. Conduct coordination meetings as required to prepare Subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of Subconsultant agreements and Subconsultant work including deliverables, Subconsultant invoicing, and schedule maintenance. Prepare monthly M/WBE Subconsultant utilization reports and submit in the required format to the CITY's Human Relations Department.

TASK SERIES 1200 –OFFICE SUPPORT SERVICES

The Project Representative is the authorized representative of DESIGN PROFESSIONAL who may be assigned to the Site or any part thereof. 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 written communication of any kind will be copied to the CITY's Project Manager. Major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

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

Task 1201 Additional Supplemental Design and Bid phase Support

The DESIGN PROFESSIONAL assisted the City by providing supplemental design support related to additional alternatives that were evaluated. The alternatives were based on feedback from the City following completion of the final bid documents.

Task 1202 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 1203 Coordination with Other Projects

Work with City Staff to coordinate activities between other related City projects. DESIGN PROFESSIONAL will coordinate construction sequencing and interference issues between projects. It is anticipated that this will require attendance at up to 10 meetings with two professionals at each meeting for 3 hours each including meeting notes. Additional meetings will be provided as Optional Services.

Task 1204 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 includes construction sequencing and 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. The review will also include potential critical path items as well as predecessor and successor changes from the previous schedules that could interrupt and delay the schedule.

2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials, equipment for which

submittals are required by the Construction Contract Documents, and changes from the previous month(s).

3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability for use for construction progress payments. Once the schedule of values is accepted it will be used as a basis for preparing applications for progress payments.

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 Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY's interest therein, all of which will be subject to CITY's approval.

Task 1205 Requests for Information

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 fifty (50) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the project. Additional RFIs will be provided as Optional Services.

Task 1206 Preconstruction Conference

Before Work at the Site may be started, a conference attended by CONTRACTOR, DESIGN PROFESSIONAL and others, as appropriate, will be scheduled by CITY's Representative to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records, Claims process, dispute resolution or other applicable provisions of the Contract Documents.

Task 1207 Perform Site Visits

DESIGN PROFESSIONAL and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, and functional acceptance 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. To establish the basis for the DESIGN PROFESSIONAL's compensation, it is assumed that there will be sixty-seven (67) site visits attended by a single DEISGN PROFESSIONAL. Each site visit will be 4 hours in duration.

Task 1208 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within twenty-eight (28) calendar days of receipt thereof for final approval. Pre-submittal coordination conference calls will be held for long-lead items to facilitate the submittal process.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of two hundred (200) submittals for the project, including resubmittals, are budgeted to be reviewed. Reviews of submittals will be limited to the review of the initial submittal and one re- submittal, if required, for each specification section. Some sections will have several submittals, such as the concrete rebar and electrical sections.

Task 1209 Review Original Equipment Manufacturer Manuals.

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

To establish basis for DESIGN PROFESSIONAL's compensation a combined total of up to sixteen (16) preliminary, final, and electronic OEM manuals are budgeted to be reviewed as part of the Basic Services. OEM manuals are anticipated from the following specification sections:

016103	Equipment - Basic Requirements
230513	Common Motor Requirements for Plumbing and HVAC Ventilating Equipment
233100	Ventilating – Ductwork
233500	Exhaust Fans
260500	Electrical – Basic Requirements
260513	Medium Voltage Cable
260913	Electrical Metering Devices
260916	Control Equipment Accessories
261116	Unit Substation
261213	Power Transformers
261316	Medium Voltage Metal Enclosed Load Interrupter Switchgear
261326	Medium Voltage Metal-Clad Switchgear
261419	Medium Voltage Motor Control Center
262213	Dry-Type Transformers
262300	Switchgear
262416	Panelboards
262419	Motor Control Equipment
262800	Overcurrent and Short Circuit Protective Devices
264313	Low Voltage Surge Protection Devices (SPD)

Task 1210 Attend Progress Meetings

DESIGN PROFESSIONAL along with the RPR(s) will remotely 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 twenty-six (26) on site progress meetings, representing one (1) per month.

DESIGN PROFESSIONAL will also attend 85 weekly phone call meetings up to one (1) hour. Design professional attendance will be limited to 1 person (not including RPRs) and a total of 1.5 hours per meeting including review of CONTRACTOR's meeting notes. Each Sub-Contractor will also have a representative at each of the weekly phone call meetings if requested by the CITY or DESIGN PROFESSIONAL for a total of 1.5 hours each per person per meeting.

Task 1211 Assist in Evaluating Claims and Change Order Requests

DESIGN PROFESSIONAL will assist CITY in evaluating claims or proposals (includes 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 change orders as directed by the CITY. CITY will review, approve and execute 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 twelve (12) change orders and a maximum of twenty (24) work change directives have been budgeted.

Task 1212 Field Material Testing.

Provide the services of an independent testing laboratory to perform 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 sixteen (16) sets of four cylinders will be prepared for concrete compressive strength tests. Up to sixteen (16) concrete compression tests, sixteen (16) field air content tests, and sixteen (16) slump tests will be performed.

In addition, the DESIGN PROFESSIONAL will conduct up to 4 compaction tests on soils.

Task 1213 Substantial Completion Inspection

The DESIGN PROFESSIONAL, RPR and Subconsultants will perform an inspection after a request for substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that 6 people will attend with a maximum of 6 hours each. The DESIGN PROFESSIONAL will submit to the CITY a statement of substantial completion if the substantial completion requirements of the contract are met.

Task 1214 Final Completion Inspection

The DESIGN PROFESSIONAL (3 people) 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 if the final completion requirements of the contract are met.

Task 1215 Review of Contractor Prepared OCCPs

The DESIGN PROFESSIONAL will review OCCP's prepared by the Contractor and provide comments to be incorporated into updated OCCPs. Up to 12 OCCP's have been budgeted.

TASK SERIES 1300 – RESIDENT PROJECT REPRESENTATIVE SERVICES

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

The RPR 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 1300 is based on providing one half-time RPR for 12 months, totaling 1000 hours. RPR work will be coordinated for days that have actual construction activity.

2. General Responsibilities. RPR will be on site part time 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. RPR Offices: A Field office trailer will not be provided by the CONTRACTOR for this work. The RPR will use the conference room in the Secondary Pump Station as the field office.

Task 1301 Schedules

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

Task 1302 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 1303 Liaison

RPR will serve as DESIGN PROFESSIONAL's liaison. 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 and note major equipment on site. 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 daily. Keep a running record of work performed. Record will provide detail that 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. When not on site, recording of daily construction activity will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record on a progress set of construction drawings with the work complete tracked. Provide a copy of the progress set of drawings to the CITY.

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 on site.

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 1304 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 and CITY in determining if the Work is performed in accordance with the Construction Contract Documents.

2. RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes that Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL and CITY 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 testing laboratory Subcontractor. RPRs will be given the opportunity to review these 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. For reuse of existing conduit, RPR and DESIGN PROFESSIONAL will review results of wire brush and mandrel pull in accordance with the Contract Documents.

8. RPR will verify that onsite tests and OEM 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.

Task 1305 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 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.

Task 1306 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 of RPR observed events at the job site.

2. Reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

Task 1307 Payment Requisitions

RPR will review applications for payment with CONTRACTOR for compliance in accordance with Task 1204.5. RPR will sign the Schedule of Values if they agree with the quantities.

Task 1308 Substantial Completion Inspection

1. Before DESIGN PROFESSIONAL reviews a request for substantial completion or 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 Representative and Operations staff as designated by the Water Supply Division Manager 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 before distribution.

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 1309 Final Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspections in the company of the City Representative and Operations staff as designated by the Water Supply Division Manager 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 items on punch list for each site have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 1400 –PROJECT CLOSEOUT

Task 1401 Construction Records

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will update the BIM Model and CADD drawings to prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.
2. DESIGN PROFESSTIONAL will rescan the construction work to conform the Model for construction. The lidar data will be incorporated into the existing design BIM model.
3. The DESIGN PROFESSIONAL shall update the BIM Model and CADD to include the as-built information from the CONTRACTOR and RPR.
4. DESIGN PROFESSIONAL is not responsible for errors or omission in the information from others that is incorporated into the record drawings.
5. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY.

Task 1402 Final Record Documents

DESIGN PROFESSIONAL, following the BIM Model update, will provide three (3) full size and two (2) half size drawings, one (1) electronic version of Bim Model and CAD files, one set of drawings in PDF format and one set of mylar drawings.

Task 1403 Furnish Completion Documents

DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples, original equipment manufacturer manuals, 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 for the Contractor. 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 1404 Closeout Documentation

The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the Construction Contract and turn over required documents from the RPR to the CITY.

Task 1500 DESIGN PROFFESIONAL PROJECT CLOSEOUT BIM Model Updates and Revisions

Task 1501 BIM Model Parameter Updates

BIM Model parameters are to be updated to include the following asset items:

a. Tag
b. Name
c. Asset class
d. Asset category
e. Managed maintenance item

Task 1502 Closeout Documentation

1. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the Project. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage.

2. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

OPTIONAL SERVICES

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 $100,000.00. 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 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 other direct contract with CITY for work on the Project) occasioned thereby. CITY will reimburse DESIGN PROFESSIONAL for

evaluating each such proposed substitute.

5. Review of documents greater than the anticipated numbers.

6. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.
7. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.

8. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by a Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by a Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.

9. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.

10. Providing Construction Phase Services beyond the original date for completion and readiness for final payment of Contractor.

END OF SCOPE OF SERVICES

KCMO Switchgear CPS
Scope and Fee

	Staff Name	Sievert	Lindeman	Buechler	Witte	Steel	Hess	Greve	Reuss	Farrow	Hardee	Mynatt	Harkins	Berne					
	Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	EIT	EIT	Sr. CAD/GIS Technician	CAD/GIS Technician	Project Engineer	Civil Engineer	Admin	Accountant/ Project Controls	Admin					
	Project Role																		
	Billing Rate	$282.26	$266.94	$247.34	$143.29	$106.54	$102.26	$140.49	$99.71	$131.49	$171.70	$82.75	$98.36	$73.31	*HDR Expenses*	*TSI*	*Custom Engineering*	*Leigh & O'Kane*	*Total*
	TASKS																		
	Series 1100 - Project Management and Administration																		
1101	Project Management Services	120					40										$6,000		$43,962
1102	Monthly Invoicing 30	40										60	60				$3,000	$4,200	$29,357
1103	Provide Monthly Status Report 30	40					40						30				$3,000		$21,332
1104	Subconsultant Agreements and Administration	40										20	20	20					$16,379
	Subtotal Hours	**240**	**0**	**0**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**80**	**110**	**20**					
	Subtotal Dollars	**$67,743**	**$0**	**$0**	**$0**	**$0**	**$8,181**	**$0**	**$0**	**$0**	**$0**	**$6,620**	**$10,819**	**$1,466**	**$0**	**$0**	**$12,000**	**$4,200**	**$111,029**
	Total Task 1100																		**$111,029**
	Series 1200 - Construction Office and Field Support																		
1201	Additional Supplemental Design and Bid Phase Services	20	72	72	64	24	24	36	24		32		2						$69,996
1202	Document Management (E-Builder)		60				240												$40,558
1203	Other Project Coordination	16	24	24	24		24												$22,752
1204	Review CONTRACTOR's Schedules and Monthly Payment Applications	16	80	10	20		60					24							$39,332
1205	Interpretations of Contract Documents	16	80	20	20		80		24		16			4			$16,500		$63,798
1206	Preconstruction Conference	2	8	8	8		16							4					$7,754
1207	Perform Site Visits	40	140	40	40						9				$500			$24,000	$90,333
1208	Shop Drawings and Data Submittals	8	80	120	120		90				40							$5,000	$91,560
1209	Review Operation and Maintenance Manuals	4	80				36				72								$38,528
1210	Attend Progress Meetings	60	80	35	65										$1,000			$5,300	$62,562
1211	Assist in Evaluating Claims and Change Order Requests		40		20		40												$17,634
1212	Field Material Testing															$12,000		$3,500	$15,500
1213	Substantial Completion Inspection		6	6	6		12				6							$2,000	$8,203
1214	Final Completion Inspection		5	5			12												$3,798
1215	Review of Contractors OCCP's			40															$9,894
	Subtotal Hours	**182**	**755**	**380**	**387**	**24**	**634**	**36**	**48**	**0**	**175**	**24**	**2**	**8**					
	Subtotal Dollars	**$51,372**	**$201,540**	**$93,989**	**$55,452**	**$2,557**	**$64,832**	**$5,058**	**$4,786**	**$0**	**$30,047**	**$1,986**	**$197**	**$586**	**$1,500**	**$12,000**	**$16,500**	**$39,800**	**$582,201**
	Total Task 1200																		**$582,201**
	Series 1300 - Resident Project Representative																		
1300	RPR (part-time effort 1,000 hrs total)									340							$105,000		$149,706
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**340**	**0**	**0**	**0**	**0**					
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$44,706**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$105,000**	**$0**	**$149,706**
	Total Task 1300																		**$149,706**
	Series 1400 - Project Closeout																		
1401	Contactor Construction Records	8	36	24	24	80	80	120	40		16			24	$8,000				$71,300
1402	Final Record Documents	8	24	4	4		16	32			4			16				$5,000	$23,219
1403	Furnish Completion Drawings		16	8	8		24							24					$11,610
1404	Project Closeout Documentation	4	16				24					24					$2,500	$3,500	$15,840
	Subtotal Hours	**20**	**92**	**36**	**36**	**80**	**144**	**152**	**40**	**0**	**20**	**24**	**0**	**64**					
	Subtotal Dollars	**$5,645**	**$24,559**	**$8,904**	**$5,158**	**$8,523**	**$14,725**	**$21,354**	**$3,988**	**$0**	**$3,434**	**$1,986**	**$0**	**$4,692**	**$8,000**	**$0**	**$2,500**	**$8,500**	**$121,969**
	Total Task 1400																		**$121,969**

KCMO Switchgear CPS
Scope and Fee

	Staff Name	Sievert	Lindeman	Buechler	Witte	Steel	Hess	Greve	Reuss	Farrow	Hardee	Mynatt	Harkins	Berne					
	Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	EIT	EIT	Sr. CAD/GIS Technician	CAD/GIS Technician	Project Engineer	Civil Engineer	Admin	Accountant/ Project Controls	Admin					
	Project Role																		
	Billing Rate	$282.26	$266.94	$247.34	$143.29	$106.54	$102.26	$140.49	$99.71	$131.49	$171.70	$82.75	$98.36	$73.31	*HDR Expenses*	*TSI*	*Custom Engineering*	*Leigh & O'Kane*	*Total*
	TASKS																		
	Series 1500 - BIM Model updates and Revisions																		
1501	Update BIM Model Parameters		8	16	40		40	280	80						$2,000				$65,228
1502	Closeout Information	4	8				16	16				16	16	8					$10,633
	Subtotal Hours	**4**	**16**	**16**	**40**	**0**	**56**	**296**	**80**	**0**	**0**	**16**	**16**	**8**					
	Subtotal Dollars	**$1,129**	**$4,271**	**$3,957**	**$5,731**	**$0**	**$5,726**	**$41,584**	**$7,977**	**$0**	**$0**	**$1,324**	**$1,574**	**$586**	**$2,000**	**$0**	**$0**	**$0**	**$75,860**
	Total Task 1500																		**$75,860**
	Optional Services																		
	Work requested by CITY not stated in Basic Services														$100,000				$100,000
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$100,000**
	Total Task 6																		**$100,000**
	Total Hours	**446**	**863**	**432**	**463**	**104**	**914**	**484**	**168**	**340**	**195**	**144**	**128**	**100**					**4,781**
	Total Billing Amount	**$125,890**	**$230,370**	**$106,850**	**$66,342**	**$11,080**	**$93,464**	**$67,996**	**$16,751**	**$44,706**	**$33,481**	**$11,916**	**$12,590**	**$7,331**	**$111,500**	**$12,000**	**$136,000**	**$52,500**	**$1,140,766**

Estimated Project Fee **$1,140,766**

KCMO Secondary Switchgear Improvements

Position Classification with Range of Salary Rates

CLASSIFICATION	SALARY RATES
Principal	$100 - $125
Sr. Project Manager	$65 - $100
Project Manager	$40 - $65
Sr. Project Engineer	$65 - $95
Project Engineer	$40 - $65
EIT	$25 - $40
Sr. Civil Engineer	$60 - $75
Civil Engineer	$45 - $60
Sr. CAD/GIS Technician	$35 - $50
CAD/GIS Technician	$25 - $35
Sr. Environmental/Water Quality Specialist	$40 - $60
Environmental/Water Quality Specialist	$25 - $40
Planner	$60 - $80
Communication	$45 - $60
Sr. Modeler	$55 - $75
Modeler	$40 – $55
Survey/Technician	$20 - $55
Accountant/Project Controls	$20 - $40
Admin	$20 - $35

Salary Rates above are for 2021 calendar year. The contract multiplier to be used is 3.04.

ATTACHMENT G-1
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: Custom Engineering Email: JTDavis@customengr.com Joseph T. Davis	Address: 12760 E. US Hwy 40, Independence, MO 64055 Phone: 816-350-1473 Fax:
2.	Name: Leigh & O'Kane Email: abush@leok.com Amanda R. Bush	Address: 250 NE Mulberry Street, Ste. 201, Lee's Summit, MO 64086 Phone: 816-444-3144 Fax:
3.	Name: TSi Email: jlderman@tsigeotch.com Denise Hervey	Address: 8248 NW 101st Terrace, Ste. 5, Kansas City, MO 64153 Phone: 816-599-7965 Fax:
4.	Name: WITEC Email: mark@witecinc.com Mark Dennis	Address: 9709 E. 56th Street, Raytown, MO 64133 Phone: 816-743-0770 Fax: 816-350-8524
5.	Name: Geotecnlogy, Inc. Email: Sgallagher@geotechnology.com	Address: 5055 antioch Road, Overland Park, KS 66203 Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name: HDR Engineering, Inc.
Submitted By: Joseph E. Drimmel
Title: Senior Vice President
Telephone No.: 816-360-2700
Fax No.: 816-360-2701
E-mail: Joseph.Drimmel@hdrinc.com
Date: 6-1-2021

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 9489 PROJECT NO. 80002134
SECONDARY SWITCHGEAR IMPROVEMENTS AT THE WATER TREATMENT PLANT

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **HDR Engineering, Inc**. The parties amend the Agreement entered into on July 23, 2019, as follows:

WHEREAS, City has previously entered into a contract dated July 23, 2019 in the amount of $1,430,850.00; and Amendment No. 1 dated November 10, 2021 in the amount of $1,140,766.00; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of $110,000.00, to amend the total contract amount to $2,681,616.00; 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 attachments:
   a. Add Attachment A-2, Scope of Services, for Amendment No. 2.
   b. Add Attachment C-1, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 2.

B. Delete and replace the following section:
   a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 2. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **$2,681,616**, as follows:

   1. **$ 1,691,614.62** 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 "Non-Construction Subcontractors Listing" 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 C-1.**

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C and C-1**. 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.

a. 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 **$ 808,910.00(21450).** The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, and local transportation in the project area. Subcontractors' office personnel labor costs shall be included in the the unit prices for field investigation work.

b. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **$ 181,091.38** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

4. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of 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.

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 **Attachments A and A-1** 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 **Attachments A and A-1**. 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.

D. Delete and replace the following attachment:
Delete Attachment G, Non-Construction Subcontractors Listing, and replace with the following Attachment G.

E. Design Professional (DP) shall be evaluated at each deliverable and the end of the project per the Water Service Department's Design Professional Evaluation Process. WSD or DP may elect to have additional evaluations during construction phase services. Evaluations shall be submitted to the DP's Project Principal. DP shall have the opportunity to formally comment on the evaluation and request a meeting to discuss.

F. Design Professional (DP) shall be evaluated at each deliverable and the end of the project per the Water Service Department's Design Professional Evaluation Process. WSD or DP may elect to have

additional evaluations during construction phase services. Evaluations shall be submitted to the DP's Project Principal. DP shall have the opportunity to formally comment on the evaluation and request a meeting to discuss.

Sec. 3. 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.

ATTACHMENT A-1

Construction Management and RPR Phase Services

DESIGN PROFESSIONAL: HDR Engineering, Inc.

Owner: City of Kansas City, Missouri

Project: Secondary Switchgear Improvements at the Water Treatment Plant

WSD CPS Contract No.: 9569

WSD Project No.: 80002134

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. Background Information

1. The City has designed and planning implementation of a project to replace 2400-volt switchgear at the Kansas City, Missouri Water Treatment Plant. The specific 2400-volt systems to be replaced are located within the treatment plant at the Secondary Pump Station and Chemical Building. The 2400-volt switchgear at the Chemical Building will be refed electrically from the 13.2KV West and Central Substations.

2. This phase of the Work adds the following to the Basic Services:

    i. Provide engineering office construction phase services for the project. Field representative construction phase services will be provided for the Work included in the construction contract documents. The construction phase services described herein are based on a period of 854 calendar days from the Notice to Proceed through Project Closeout Services as furthered detailed in Section II – Project Milestones.

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. Resident Project Representative services as described below.

4. Project closeout services

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

Task Series 1100 – Project Management and Administration

Task Series 1200 – Construction Office and Field Support Services

Task Series 1300 – Resident Project Representative (RPR) Services

Task Series 1400 – Project Closeout

Task Series 1500 – Update and Maintain the Existing Design BIM Model

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 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 Corps 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 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. DESIGN PROFESSIONAL will not 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. 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, 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 Subcontractor, Supplier, or of 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 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 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 have DESIGN PROFESSIONAL employees and Subconsultant's employees properly equipped and trained in safety procedures and precautions.

9. The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's Consultants, resident Project representative and assistants as identified in the Supplementary Conditions

II. PROJECT MILESTONES

A. DESIGN PROFESSIONAL will perform the Task Series within the following calendar days. It is understood that the project milestones for this project will bedetermined by the CITY and the CONTRACTOR:

   1. Task Series 1100 through 1300, Services will be completed on or before 764 calendar days, or twenty-four (24) months, as anticipated to complete construction activities.

2. Task Series 1400 – 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.

3. Task Series 1500 –BIM Model Updates and Revisions will be completed within 95 days following Task Series 1400.

B. Changes to this anticipated construction schedule may result in changes to the scope of Tasks 1101, 1102, 1103, 1104, 1202, 1206, 1209, 1300, and 1400 and may require an adjustment to the Scope of Services and/or DESIGN PROFESSIONAL's compensation as approved by the CITY.

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 1100 – PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 1101 Project Management Services

DESIGN PROFESSIONAL will provide project management services necessary throughout the project to manage 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 1102 Monthly Invoicing

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

Task Series 1100 – Project Management and Administration

Task Series 1200 – Construction Phase Office and Field Support Services

Task Series 1300 – Resident Project Representative Services

Task Series 1400 – Project Closeout

Task Series 1500 – BIM Model Update and Revisions

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

Task 1103 Provide Monthly Status Report

DESIGN PROFESSIONAL will prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports will be uploaded to the CITY's web-based document management system. 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 DESIGNPROFESSIONAL, 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 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 withineach Task Series.

Task 1104 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for the DESIGNPROFESSIONAL'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 HumanRelations Department.

TASK SERIES 1200 –OFFICE SUPPORT SERVICES

The Project Representative is the authorized representative of DESIGN PROFESSIONAL who may be assigned to the Site or any part thereof. 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 written communication of any kind will be copied to the CITY's Project Manager. Major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

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

Task 1201 Additional Supplemental Design and Bid phase Support

The DESIGN PROFESSIONAL assisted the City by providing supplemental design support related to additional alternatives that were evaluated. The alternatives were based on feedback from the City following completion of the final bid documents.

Task 1202 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 1203 Coordination with Other Projects

Work with City Staff to coordinate activities between other related City projects. DESIGN PROFESSIONAL will coordinate construction sequencing and interference issues between projects. It is anticipated that this will require attendance at up to 10 meetings with two professionals at each meeting for 3 hours each including meeting notes. Additional meetings will be provided as Optional Services.

Task 1204 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, scheduleof 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 includes construction sequencing and 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. The review will also include potential critical path items as well as predecessor and successor changes from the previous schedules that could interrupt and delay the schedule.

2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials, equipment for which

submittals are required by the Construction Contract Documents, and changes from the previous month(s).

3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability for use for construction progress payments. Once the schedule of values is accepted it will be used as a basis for preparing applications for progress payments.

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 Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY′s interest therein, all of which will be subject to CITY′s approval.

Task 1205 Requests for Information

DESIGN PROFESSIONAL will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawingsand 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 fifty (50) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the project. Additional RFIs will be provided as Optional Services.

Task 1206 Preconstruction Conference

Before Work at the Site may be started, a conference attended by CONTRACTOR, DESIGN PROFESSIONAL and others, as appropriate, will be scheduled by CITY's Representative to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records, Claims process, dispute resolution or other applicable provisions of the Contract Documents.

Task 1207 Perform Site Visits

DESIGN PROFESSIONAL and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, and functional acceptance testing, with CONTRACTOR and CITY. DESIGN PROFESSIONAL and its Subconsultants will visit the site(s) to observe the construction activities for generalconformance 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. To establish the basis for the DESIGN PROFESSIONAL's compensation, it is assumed that there will be sixty-seven (67) site visits attended by a single DEISGN PROFESSIONAL. Each site visit will be 4 hours in duration.

Task 1208 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within twenty-eight (28) calendar days of receipt thereof for final approval. Pre-submittal coordination conference calls will be held for long-lead items to facilitate the submittal process.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of two hundred (200) submittals for the project, including resubmittals, are budgeted to be reviewed. Reviews of submittals will be limited to the review of the initial submittal and one re- submittal, if required, for each specification section. Some sections will have several submittals, such as the concrete rebar and electrical sections.

Task 1209 Review Original Equipment Manufacturer Manuals.

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

To establish basis for DESIGN PROFESSIONAL's compensation a combined total of up to sixteen (16) preliminary, final, and electronic OEM manuals are budgeted to be reviewed aspart of the Basic Services. OEM manuals are anticipated from the following specificationsections:

016103	Equipment - Basic Requirements
230513	Common Motor Requirements for Plumbing and HVAC Ventilating Equipment
233100	Ventilating – Ductwork
233500	Exhaust Fans
260500	Electrical – Basic Requirements
260513	Medium Voltage Cable
260913	Electrical Metering Devices
260916	Control Equipment Accessories
261116	Unit Substation
261213	Power Transformers
261316	Medium Voltage Metal Enclosed Load Interrupter Switchgear
261326	Medium Voltage Metal-Clad Switchgear
261419	Medium Voltage Motor Control Center
262213	Dry-Type Transformers
262300	Switchgear
262416	Panelboards
262419	Motor Control Equipment
262800	Overcurrent and Short Circuit Protective Devices
264313	Low Voltage Surge Protection Devices (SPD)

Task 1210 Attend Progress Meetings

DESIGN PROFESSIONAL along with the RPR(s) will remotely 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 concerningthe project. The CONTRACTOR will be responsible for preparing the agenda and preparingand distributing the meeting notes.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of twenty-six (26) on site progress meetings, representing one (1) per month.

DESIGN PROFESSIONAL will also attend 85 weekly phone call meetings up to one (1) hour. Design professional attendance will be limited to 1 person (not including RPRs) and a total of 1.5 hours per meeting including review of CONTRACTOR's meeting notes. Each Sub-Contractor will also have a representative at each of the weekly phone call meetings if requested by the CITY or DESIGN PROFESSIONAL for a total of 1.5 hours each per person per meeting.

Task 1211 Assist in Evaluating Claims and Change Order Requests

DESIGN PROFESSIONAL will assist CITY in evaluating claims or proposals (includes 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 change orders as directed by the CITY. CITY will review, approve and execute 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 twelve (12) change orders and a maximum of twenty (24) work change directives have beenbudgeted.

Task 1212 Field Material Testing.

Provide the services of an independent testing laboratory to perform materials testingrequired 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 sixteen (16) sets of four cylinders will be prepared for concrete compressive strength tests. Up to sixteen (16) concrete compression tests, sixteen (16) field air content tests, and sixteen (16) slump tests will be performed.

In addition, the DESIGN PROFESSIONAL will conduct up to 4 compaction tests on soils.

Task 1213 Substantial Completion Inspection

The DESIGN PROFESSIONAL, RPR and Subconsultants will perform an inspection after a request for substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that 6 people will attend with a maximum of 6 hours each. The DESIGN PROFESSIONAL will submit to the CITY a statement of substantial completion if the substantial completion requirements of the contract are met.

Task 1214 Final Completion Inspection

The DESIGN PROFESSIONAL (3 people) and the RPR will perform a final inspection of the work to determine if the punch list of deficiencies from the Substantial Completion Inspection havebeen corrected. The DESIGN PROFESSIONALand the RPR will submit to the CITY a statement of final completion if the final completion requirements of the contract are met.

Task 1215 Review of Contractor Prepared OCCPs

The DESIGN PROFESSIONAL will review OCCP's prepared by the Contractor andprovide comments to be incorporated into updated OCCPs. Up to 12 OCCP's have beenbudgeted.

TASK SERIES 1300 – RESIDENT PROJECT REPRESENTATIVE SERVICES

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

The RPR will observe the CONTRACTOR's work and perform theservices 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 1300 is based on providing one half-time RPR for 12 months, totaling 1000 hours. RPR work will be coordinated for days that have actual construction activity.

2. General Responsibilities. RPR will be on site part time 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. RPR Offices: A Field office trailer will not be provided by the CONTRACTOR for this work. The RPR will use the conference room in the Secondary Pump Station as the field office.

Task 1301 Schedules

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

Task 1302 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 issuingfinal meeting notes to all parties in attendance.

Task 1303 Liaison

RPR will serve as DESIGN PROFESSIONAL's liaison. 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 and note major equipment on site. 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 tothe RPR by the CONTRACTOR.

3. Track the CONTRACTOR's progress daily. Keep a running record of work performed. Record will provide detail that 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. When not on site, recording of daily construction activity will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record on a progress set of construction drawings with the work complete tracked. Provide a copy of the progress set of drawings to the CITY.

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 on site.

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 1304 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 and CITY in determining if the Work is performed in accordance with the Construction Contract Documents.

2. RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes that Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL and CITY 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 testing laboratory Subcontractor. RPRs will be given the opportunity to review these 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. For reuse of existing conduit, RPR and DESIGN PROFESSIONAL will review results of wire brush and mandrel pull in accordance with the Contract Documents.

8. RPR will verify that onsite tests and OEM 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.

Task 1305 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 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.

Task 1306 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 of RPR observed events at the job site.

2. Reports will be prepared using CITY-provided forms or DESIGNPROFESSIONAL's forms approved by the CITY.

Task 1307 PaymentRequisitions

RPR will review applications for payment with CONTRACTOR for compliance in accordance with Task 1204.5. RPR will sign the Schedule of Values if they agree with the quantities.

Task 1308 Substantial CompletionInspection

1. Before DESIGN PROFESSIONAL reviews a request for substantial completion or 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 Representative and Operations staff as designated by the Water Supply Division Manager 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 before distribution.

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 1309 Final Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspections in the company of the City Representative and Operations staff as designated by the Water Supply Division Manager and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected bythe 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 items on punch list for each site have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 1400 –PROJECT CLOSEOUT

Task 1401 Construction Records

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will update the BIM Model and CADD drawings to prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.
2. DESIGN PROFESSTIONAL will rescan the construction work to conform the Model for construction. The lidar data will be incorporated into the existing design BIM model.
3. The DESIGN PROFESSIONAL shall update the BIM Model and CADD to include the as-built information from the CONTRACTOR and RPR.
4. DESIGN PROFESSIONAL is not responsible for errors or omission in the information from others that is incorporated into the record drawings.
5. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY.

Task 1402 Final Record Documents

DESIGN PROFESSIONAL, following the BIM Model update, will provide three (3) full size and two (2) half size drawings, one (1) electronic version of Bim Model and CAD files, one set of drawings in PDF format and one set of mylar drawings.

Task 1403 Furnish Completion Documents

DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples, original equipment manufacturer manuals, 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 for the Contractor. The extent of such review by DESIGN PROFESSIONAL will be limited asprovided under the "Review Shop Drawings and Data Submittals" in the Construction Phase Servicestask.

Task 1404 Closeout Documentation

The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the Construction Contract and turn over required documents from the RPR to the CITY.

Task 1500 DESIGN PROFFESIONAL PROJECT CLOSEOUT BIM Model Updates and Revisions

Task 1501 BIM Model Parameter Updates

BIM Model parameters are to be updated to include the following asset items:

a. Tag
b. Name
c. Asset class
d. Asset category
e. Managed maintenance item

Task 1502 Closeout Documentation

1. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the Project. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage.

2. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

OPTIONAL SERVICES

Work requested by the CITY that is not specifically stated in the Basic Services listedabove will be classified as Optional Services. DESIGN PROFESSIONAL's contract upper limit includes an Optional Services Allowance amount of $100,000.00. This allowance is foradditional 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 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 tobe 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 other direct contract with CITY forwork on the Project) occasioned thereby. CITY will reimburse DESIGN PROFESSIONAL for

evaluating each such proposed substitute.

5. Review of documents greater than the anticipated numbers.

6. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.
7. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.

8. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount ofdefective or neglected work by a Contractor, (3) acceleration of the progress scheduleinvolving service beyond normal working hours, (4) default by a Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.

9. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.

10. Providing Construction Phase Services beyond the original date for completion and readiness for final payment of Contractor.

END OF SCOPE OF SERVICES

KCMO Switchgear CPS
Scope and Fee

	Staff Name	Sievert	Lindeman	Buechler	Witte	Steel	Hess	Greve	Reuss	Farrow	Hardee	Mynatt	Harkins	Berne					
	Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	EIT	EIT	Sr. CAD/GIS Technician	CAD/GIS Technician	Project Engineer	Civil Engineer	Admin	Accountant/ Project Controls	Admin					
	Project Role																		
	Billing Rate	$282.26	$266.94	$247.34	$143.29	$106.54	$102.26	$140.49	$99.71	$131.49	$171.70	$82.75	$98.36	$73.31	*HDR Expenses*	*TSI*	*Custom Engineering*	*Leigh & O'Kane*	*Total*
	TASKS																		
	Series 1100 - Project Management and Administration																		
1101	Project Management Services	120					40										$6,000		$43,962
1102	Monthly Invoicing 30	40										60	60				$3,000	$4,200	$29,357
1103	Provide Monthly Status Report 30	40					40						30				$3,000		$21,332
1104	Subconsultant Agreements and Administration	40										20	20	20					$16,379
	Subtotal Hours	**240**	**0**	**0**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**80**	**110**	**20**					
	Subtotal Dollars	**$67,743**	**$0**	**$0**	**$0**	**$0**	**$8,181**	**$0**	**$0**	**$0**	**$0**	**$6,620**	**$10,819**	**$1,466**	**$0**	**$0**	**$12,000**	**$4,200**	**$111,029**
	Total Task 1100																		**$111,029**
	Series 1200 - Construction Office and Field Support																		
1201	Additional Supplemental Design and Bid Phase Services	20	72	72	64	24	24	36	24		32		2						$69,996
1202	Document Management (E-Builder)		60				240												$40,558
1203	Other Project Coordination	16	24	24	24		24												$22,752
1204	Review CONTRACTOR's Schedules and Monthly Payment Applications	16	80	10	20		60					24							$39,332
1205	Interpretations of Contract Documents	16	80	20	20		80		24		16			4			$16,500		$63,798
1206	Preconstruction Conference	2	8	8	8		16							4					$7,754
1207	Perform Site Visits	40	140	40	40						9				$500			$24,000	$90,333
1208	Shop Drawings and Data Submittals	8	80	120	120		90				40							$5,000	$91,560
1209	Review Operation and Maintenance Manuals	4	80				36				72								$38,528
1210	Attend Progress Meetings	60	80	35	65										$1,000			$5,300	$62,562
1211	Assist in Evaluating Claims and Change Order Requests		40		20		40												$17,634
1212	Field Material Testing															$12,000		$3,500	$15,500
1213	Substantial Completion Inspection		6	6	6		12				6							$2,000	$8,203
1214	Final Completion Inspection		5	5			12												$3,798
1215	Review of Contractors OCCP's			40															$9,894
	Subtotal Hours	**182**	**755**	**380**	**387**	**24**	**634**	**36**	**48**	**0**	**175**	**24**	**2**	**8**					
	Subtotal Dollars	**$51,372**	**$201,540**	**$93,989**	**$55,452**	**$2,557**	**$64,832**	**$5,058**	**$4,786**	**$0**	**$30,047**	**$1,986**	**$197**	**$586**	**$1,500**	**$12,000**	**$16,500**	**$39,800**	**$582,201**
	Total Task 1200																		**$582,201**
	Series 1300 - Resident Project Representative																		
1300	RPR (part-time effort 1,000 hrs total)									340							$105,000		$149,706
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**340**	**0**	**0**	**0**	**0**					
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$44,706**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$105,000**	**$0**	**$149,706**
	Total Task 1300																		**$149,706**
	Series 1400 - Project Closeout																		
1401	Contactor Construction Records	8	36	24	24	80	80	120	40		16			24	$8,000				$71,300
1402	Final Record Documents	8	24	4	4		16	32			4			16				$5,000	$23,219
1403	Furnish Completion Drawings		16	8	8		24							24					$11,610
1404	Project Closeout Documentation	4	16				24					24					$2,500	$3,500	$15,840
	Subtotal Hours	**20**	**92**	**36**	**36**	**80**	**144**	**152**	**40**	**0**	**20**	**24**	**0**	**64**					
	Subtotal Dollars	**$5,645**	**$24,559**	**$8,904**	**$5,158**	**$8,523**	**$14,725**	**$21,354**	**$3,988**	**$0**	**$3,434**	**$1,986**	**$0**	**$4,692**	**$8,000**	**$0**	**$2,500**	**$8,500**	**$121,969**
	Total Task 1400																		**$121,969**

KCMO Switchgear CPS

Scope and Fee

	Staff Name	Sievert	Lindeman	Buechler	Witte	Steel	Hess	Greve	Reuss	Farrow	Hardee	Mynatt	Harkins	Berne					
	Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	EIT	EIT	Sr. CAD/GIS Technician	CAD/GIS Technician	Project Engineer	Civil Engineer	Admin	Accountant/ Project Controls	Admin					
	Project Role																		
	Billing Rate	$282.26	$266.94	$247.34	$143.29	$106.54	$102.26	$140.49	$99.71	$131.49	$171.70	$82.75	$98.36	$73.31	*HDR Expenses*	*TSI*	*Custom Engineering*	*Leigh & O'Kane*	*Total*
	TASKS																		
	Series 1500 - BIM Model updates and Revisions																		
1501	Update BIM Model Parameters		8	16	40		40	280	80						$2,000				$65,228
1502	Closeout Information	4	8				16	16				16	16	8					$10,633
	Subtotal Hours	**4**	**16**	**16**	**40**	**0**	**56**	**296**	**80**	**0**	**0**	**16**	**16**	**8**					
	Subtotal Dollars	**$1,129**	**$4,271**	**$3,957**	**$5,731**	**$0**	**$5,726**	**$41,584**	**$7,977**	**$0**	**$0**	**$1,324**	**$1,574**	**$586**	**$2,000**	**$0**	**$0**	**$0**	**$75,860**
	Total Task 1500																		**$75,860**
	Optional Services																		
	Work requested by CITY not stated in Basic Services														$100,000				$100,000
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$100,000**
	Total Task 6																		**$100,000**
	Total Hours	**446**	**863**	**432**	**463**	**104**	**914**	**484**	**168**	**340**	**195**	**144**	**128**	**100**					**4,781**
	Total Billing Amount	**$125,890**	**$230,370**	**$106,850**	**$66,342**	**$11,080**	**$93,464**	**$67,996**	**$16,751**	**$44,706**	**$33,481**	**$11,916**	**$12,590**	**$7,331**	**$111,500**	**$12,000**	**$136,000**	**$52,500**	**$1,140,766**

Estimated Project Fee **$1,140,766**

KCMO Secondary Switchgear Improvements

Position Classification with Range of Salary Rates

CLASSIFICATION	SALARY RATES
Principal	$100 - $125
Sr. Project Manager	$65 - $100
Project Manager	$40 - $65
Sr. Project Engineer	$65 - $95
Project Engineer	$40 - $65
EIT	$25 - $40
Sr. Civil Engineer	$60 - $75
Civil Engineer	$45 - $60
Sr. CAD/GIS Technician	$35 - $50
CAD/GIS Technician	$25 - $35
Sr. Environmental/Water Quality Specialist	$40 - $60
Environmental/Water Quality Specialist	$25 - $40
Planner	$60 - $80
Communication	$45 - $60
Sr. Modeler	$55 - $75
Modeler	$40 – $55
Survey/Technician	$20 - $55
Accountant/Project Controls	$20 - $40
Admin	$20 - $35

Salary Rates above are for 2021 calendar year. The contract multiplier to be used is 3.04.

ATTACHMENT G-1

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: Custom Engineering Email: JTDavis@customengr.com Joseph T. Davis	**Address: 12760 E. IS HZ\ 40, Independence, 0O 64055** **Phone: 816-350-1473** **Fax:**
2.	Name: Leigh & O'Kane Email: abush@leok.com Amanda R. Bush	**Address: 250 ·E 0ulEerr\ Street, Ste. 201, Lee's Summit, 0O 64086** **Phone: 816-444-3144** **Fax:**
3.	Name: TSi Email: jlderman@tsigeotch.com Denise Hervey	Address: 8248 NW 101st Terrace, Ste. 5, Kansas City, MO 64153 Phone: 816-599-7965 Fax:
4.	Name: WITEC Email: mark@witecinc.com Mark Dennis	Address: 9709 E. 56th Street, Raytown, MO 64133 Phone: 816-743-0770 Fax: 816-350-8524
5.	Name: Geotecnlogy, Inc. **Email:** Sgallagher@geotechnology.com	Address: 5055 antioch Road, Overland Park, KS 66203 Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name: HDR Engineering, Inc.
Submitted By: Joseph E. Drimmel
Title: Senior Vice President
Telephone No.: 816-360-2700
Fax No.: 816-360-2701
E-mail: Joseph.Drimmel@hdrinc.com
Date: 6-1-2021