

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 1580 PROJECT NO. 81000921
PROJECT TITLE – RELIEF SEWER: 45TH STREET

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and SE3 (Design Professional). The parties amend the Agreement entered into on June 8, 2020, as follows:

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$202,503.00, to amend the total contract amount to \$372,503.00; and

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

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

A. Add the following section(s):

- a. Attachment A2 – Scope of Services for Construction Phase Services, attached herein.
- b. Attachment C1 – Construction Phase Services Fee Estimate, attached herein.
- c. Sec. 8. Responsibilities of City., Subparagraph F:
Evaluate Contractor’s performance at key contractual milestones per the City’s Water Services Department’s (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor’s Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$372,503.00, as follows:
 - 1. \$ 303,035.00 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an

approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$39,468.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. 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 thirty thousand dollars and no cents (\$30,000.00) for Optional Services not yet authorized by the City, that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C and C1**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

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

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

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

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

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

DESIGN PROFESSIONAL

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

Date: September 9, 2021

By:  _____

Title: President

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: D. Matt Bond, P.E.

Title: Deputy Director

Water Services Department

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

ATTACHMENT A2

SCOPE OF SERVICES (CONSTRUCTION PHASE SERVICES)

Design Professional: SE3, LLC
Owner: City of Kansas City, Missouri
Project: Relief Sewer: 45th Street
WSD Contract No: 1580
WSD Project No: 81000921

I. GENERAL

- A. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Construction Phase Services

1. Task Series 1100 — Project Management and Administration
 2. Task Series 1200 — Public Involvement
 3. Task Series 1300 — Construction Office and Field Support Services
 4. Task Series 1400 — Resident Project Representative Services
 5. Task Series 1500 — Project Closeout
- B. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment, or shall be provided as Optional Services upon written authorization from the CITY.
- C. Responsibilities of CITY and Smart Sewer Program (SSP) Team.
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
 3. The CONTRACTOR is responsible for overall site safety. The DESIGN PROFESSIONAL shall verify that DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in appropriate safety procedures and precautions in accordance with DESIGN PROFESSIONAL's minimum safety requirements. DESIGN PROFESSIONAL employees and subcontractors shall follow the CONTRACTOR'S site safety plan.

4. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
 5. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and responsibilities and are performing them to the CITY's satisfaction.
 6. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.
- D. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to verify that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's authority and responsibilities set forth below.
1. DESIGN PROFESSIONAL shall furnish Resident Project Representative (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 shall be as provided herein.
 2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose, or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.
 3. DESIGN PROFESSIONAL shall 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 shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.
 4. DESIGN PROFESSIONAL shall 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 construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.

5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subcontractors, RPR's and assistants.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
 1. All services through Task Series 1500 shall be completed within 270 calendar days following the CITY's issuance of a Notice to Proceed. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The following Task Series describe the Scope of Services for Construction Phases Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 1100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task

Series 1100 through 1500 is included in Task Series 1100. It is assumed that construction phase services and design services will be concurrent.

Task 1101 Project Management Services: DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes 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; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 1102 Monthly Invoicing: DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system.

Task 1103 Monthly Project Status Report: DESIGN PROFESSIONAL shall prepare and submit a monthly project status report on forms acceptable to the CITY. PDF copies of each project status report shall be uploaded to the CITY's web based document management system (e-Builder). A project status report shall accompany each monthly invoice submittal. The monthly progress status reports shall document, at the Task Series level, work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet HRD approved M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

Task 1104 Subconsultant Agreements and Administration: Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

TASK SERIES 1200 - PUBLIC INVOLVEMENT & NEIGHBORHOOD COORDINATION

Task 1201 Public Meeting: CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting.

CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing two project area exhibits on presentation boards, Construction Contract Drawings, preparation of meeting minutes, and responding to questions.

Task 1202 Correspondence and Tracking 311 Cases: DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track all 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. All open 311 cases will be discussed at each monthly progress meeting.

TASK SERIES 1300 - CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES

The DESIGN PROFESSIONAL's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN PROFESSIONAL and all written communication of any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All the correspondence identified in this paragraph and during construction shall be maintained on e-Builder, the CITY's document management system.

Task 1301 Review CONTRACTOR's Schedules:

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR

Task 1302 Meetings, Conferences, and Site Visits:

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system.
2. DESIGN PROFESSIONAL shall attend up to 14 monthly progress meetings, with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.
3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 6 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 1303 Document Management and Work Tracking Application: DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system (e-Builder) for managing, tracking and storing documents associated with the project. DESIGN PROFESSIONAL, RPR, and staff shall attend training on CITY's web-based document management system prior to start of construction. Documents will include, but are not limited to, shop drawings, submittals, correspondence, change orders, work change directives, project status reports, pay requests, inspection reports, daily logs, meeting minutes, progress photos, and correspondence between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets for each Project Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY. DESIGN PROFESSIONAL shall update the work orders on a monthly basis, as construction is completed and notify the CITY when work orders may be closed.

Task 1304 Shop Drawing and Data Submittals: DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the

Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 20 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 1305 Payment Requisitions: DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 12) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 1306 Interpretations of Contract Documents: DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR.

Task 1307 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests: DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and or CITY staff prior to issuing to CONTRACTOR.

DESIGN PROFESSIONAL will review allowance authorizations and 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 allowance authorization, work change directive, and change order request and recommended action by CITY.

The DESIGN PROFESSIONAL will negotiate allowance authorization and 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 allowance authorization or change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under an allowance authorization or change order request, DESIGN PROFESSIONAL will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

The DESIGN PROFESSIONAL will draft all allowance authorizations and change orders for the CITY. CITY will review, approve and execute all allowance authorizations and 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 basis for DESIGN PROFESSIONAL's compensation, up to 5 claims, 5 allowance authorizations, 8 change orders, and 40 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

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

Task 1308 Post-Rehabilitation Submittal Reviews:

1. DESIGN PROFESSIONAL shall review up to 2,600 linear feet of post-rehabilitation CIPP CCTV inspection records and associated full wrap CIPP Short or Long Liner service connections as submitted by the CONTRACTOR throughout the project in Project Area prior to approving CONTRACTOR's monthly pay application. DESIGN PROFESSIONAL's staff reviewing the CCTV inspection records shall be PACP certified.

2. DESIGN PROFESSIONAL shall review up to 2,6000 linear feet in the Project Area, of the Contractor's final completion post rehabilitation CCTV submittal package prior to achievement of full operation, including all full wrap CIPP Short or Long Liner and open cut lateral connection replacements post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded for the Punch List. DESIGN PROFESSIONAL's staff shall be PACP certified.

Task 1309 Achievement of Full Operation Review and Final Completion Inspection:

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 1400 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work.

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

RPR Level of Effort: To establish basis for DESIGN PROFESSIONAL's compensation for resident project representative services, the effort for Task Series 1400 is based on providing one full-time RPR working up to 40 hours per week, over the course of 270 calendar days until substantial completion (assumes 60 days at 20 hours per week at the start of work, 160 days at 40 hours per week and up to 50 hours per week for 60 days), and one partial RPR working up to 20 hours per week for the remaining 60 days until final completion, for a maximum of 1,649 hours.. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.

General Responsibilities. RPR will be on site during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison

tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on e-Builder each workday during the construction contract.

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

Task 1401 Contractor Schedules: RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 1302. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

Task 1402 Meeting and Conferences: RPR will attend the preconstruction conference.

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

Task 1403 Liaison: RPR will serve as DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. The RPR will provide the following liaison services, as limited by the budgeted hours:

Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.

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.

Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings, only when requested.

Witness and document testing performed by the CONTRACTOR.

Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

Task 1404 Review of Work, Rejection of Defective Work, Inspections and Testing: RPR will conduct onsite observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.

RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL will report unsatisfactory work to the CITY. 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.

Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.

Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.

Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.

RPR will verify that tests and operations and maintenance training is conducted as required by the Contract Document and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR is on site.

Task 1405 Records: 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.

RPR will keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures on City provided forms. This task is limited to that which the RPR can perform when the RPR is on site, or

as indicated by the CONTRACTOR when the RPR is not on site.

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

Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 1406 Reports and Document Review:

1. Submit to DESIGN PROFESSIONAL via the web-based document management system a daily report of RPR observed events at the job site, including the following information:
 - a. Hours the CONTRACTOR worked on the job site.
 - b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
 - c. Construction equipment on the job site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
 - i. Observations pertaining to the progress of the work. Materials received on job site. Progress photographs
 - j. Construction issues and resolutions or proposed resolutions to issues.

Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance

with the approved progress schedule and schedule of shop drawing submissions.

Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.

Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.

All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.

This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1407 Payment Requisitions: RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, work complete and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness and ENVISION™ reporting forms.

Task 1408 Achievement of Full Operation and Final Completion:

1. Achievement of Full Operation:

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

2. Final Completion

- a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

- b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

Task 1409 Final Completion Inspection: RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY, Kansas City Water Services Department representative, 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.

RPR and DESIGN PROFESSIONAL will verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 1500 - PROJECT CLOSEOUT

Task 1501 Construction Record Drawings: Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.

DESIGN PROFESSIONAL will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format.

The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the e-Builder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the e-Builder document management system.

Task 1502 Furnish CONTRACTOR's Completion Documents: DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

Task 1503 Project Closeout Documentation: The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY. DESIGN PROFESSIONAL will gather and consolidate its

project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

Task 1504 Update GIS: The DESIGN PROFESSIONAL shall prepare and provide an updated ArcGIS geodatabase that follows the geodatabase update protocol provided by the CITY. DESIGN PROFESSIONAL shall update the GIS database based on construction record or "as-built" drawings provided by the CONTRACTOR. Updates to the GIS items such as: CIPP lining, full pipe replacement material/diameter changes, manhole rehabilitation, and new manholes. Any updated to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL in accordance with the GIS update protocol.

DESIGN PROFESSIONAL will be provided documentation that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. In addition to required attribute fields being populated, DESIGN PROFESSIONAL shall ensure pipe to structure connectivity is maintained within the database.

DESIGN PROFESSIONAL shall verify that data source/data flagging attribute fields in the GIS database template have been updated based on manhole inspections (completed by others), CCTV, smoke testing, and other field verifications. DESIGN PROFESSIONAL shall update any data source/data flagging attribute field that have not previously been entered for both City performed, and DESIGN PROFESSIONAL performed investigations.

OPTIONAL SERVICES

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

- A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.
- B. Additional meetings beyond those identified under the Basic Scope of Services.
- C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.
- D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.
- E. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.
- F. Review of additional pre-rehabilitation and post-rehabilitation Three-Dimensional

Optical Manhole Scan records beyond those identified under the Basic Scope of Services.

- G. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.
- H. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.
- I. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR
PROJECT NO. 81000921 CONTRACT NO. 1580
RELIEF SEWER: 45TH STREET
WATER SERVICES DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and SE3 ("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 City of Kansas City, Missouri is undertaking a project to reduce the combined sewer overflow frequency and volume at the diversion structure and outfall within the Lower Blue River Basin.

Updated GIS and the sewer and manhole inspections will be provided to the Design Professional for the development of proposed sewer system relief sewer alternatives and preliminary and final design to provide the additional combined sewer conveyance to the BRIS.

The basin location, project number, and contract number for the project is listed below:

- a. Relief Sewer: 45th Street, Project/Contract No. 81000921/1580

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

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

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

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

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$170,000.00, as follows:
1. \$116,970.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$38,030.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. 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 fifteen thousand dollars and no cents (\$15,000.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service

shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department
D. Matt Bond, PE
Deputy Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0168
Facsimile: (816) 513-0543
E-mail address: Matt.Bond@kcmo.org

Design Professional:

SE3, LLC
Contact: Vernal Stewart
Address: 8401 E M 350 Hwy Kansas City, Missouri 64133
Phone: (816) 786-1473 Facsimile: (816) 817-0747
E-mail address: vsewart@se3.us

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 Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – Employee Eligibility Verification Affidavit

Attachment F – Truth-In-Negotiation Certificate

Attachment G – Affidavit of Compliance with the Federal Consent Decree

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

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

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

Attachment H – Non-Construction Subcontractors Listing

Attachment I – Non-Construction Application for Payment

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

Sec. 11. Subcontractor Participation Reporting. Design Professional shall report all subcontractor participation on the City’s Human Relations Department’s B2G system. The Design Professional shall also report self-performance of the work in the City’s Human Relations Department’s B2G system. This report shall be submitted monthly.

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

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

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

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: 05/11/2020

By: [Signature]

Name: VERNAL STEWART

Title: PRESIDENT

KANSAS CITY, MISSOURI

Date: 5/16/2020

By: [Signature: D Matt Bond]

for Name: Terry Leeds

Title: Director of KC Water

Approved as to form:

DocuSigned by:
Mark Jones

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 Daniels 6/8/2020

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. **Severability of Interests Coverage** applying to Additional Insureds

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

c. **No Contractual Liability Limitation Endorsement**

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

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.

Section 25. Truth-In-Negotiation Certificate

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

Section 26. Consent Decree Project

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

hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work Products, provision of all services, and submission in a form acceptable to the City.

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

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

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

ATTACHMENT A

SCOPE OF SERVICES

Design Professional:

Owner: City of Kansas City, Missouri

Project: Relief Sewer: 45th Street

Contract No: 1580

Project No: 81000921

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate a relief sewer to maximize flow to the Blue River Interceptor by conveying flow from Manhole S082-154, located upstream of Combined Sewer Outfall 048, to Manhole S082-167, at the Blue River Interceptor Sewer (BRIS) in the Lower Blue River Basin in Kansas City, Missouri.

- A. **The Project.** The City of Kansas City (CITY), Missouri intends to convey the combined sewer flow that is located in the tributary area contributing to Combined Sewer Outfall 048. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. **Federal Consent Decree.** Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. **Background Information.** The CITY is undertaking the Project as mandated by the Federal Consent Decree to prepare design documents for conveyance of the combined sewer system flow from just upstream of Diversion Structure 170 to the BRIS. The project boundaries are generally 45th Street to the north, Lister Avenue to the west, 46th Street to the south and Coal Mine Road to the east.
- D. **Follow-On Phases.** At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide construction phase services.
- E. **General Description of Activities.** The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
 1. Performance of professional engineering services necessary to develop final design for the conveyance of the combined sewer flow through a relief sewer from sewers located upstream of Outfall 048 in the Lower Blue River Basin. The preliminary design shall expand on the plan for the relief sewer as identified in the City of Kansas City, Missouri's *Gooseneck Creek Lower Blue River Project Area Technical Memorandum*

2. *for Task 8-Preliminary Improvement Scenarios Gooseneck Creek and Lower Blue River Study Area Final dated July 2008.*

Requested services include field survey, sewer system evaluation, utility investigations, review of CITY provided hydrographs and boundary conditions and CCTV data, analysis of dry and wet weather sanitary flows, coordination with CITY departments and utility infrastructure planning, preparation of concept alternatives analysis and opinion of probable construction costs and preliminary and final design of a parallel relief sewer or pipe replacement relief sewer and a new or upgraded diversion structure and appurtenances.

F. Project Needs/Goals

1. Conveyance of Storm G from Diversion Structure 170 to the Blue River Interceptor Sewer (BRIS).
2. Field survey for relief sewer alignment and integrated public infrastructure evaluations.
3. Conceptual design for water main replacements.
4. Review of existing combined sewer condition to help develop relief sewer alternatives between pipe replacement or parallel of existing sewer. A detailed analysis of the existing combined sewer to determine its feasibility for continued use in the parallel relief sewer scenario is required.
5. Alternatives and routing alignment evaluation to determine the most cost-effective sewer alignment and relief sewer scenario, pipe replacement versus parallel relief.
6. Recommended relief sewer alternative, sewer routing, opinion of probable construction costs and construction schedule required to convey flow in the sanitary system.
7. Preliminary and final design for new sanitary sewer or a combination of both new and existing sewer based on recommended alignment and alternative as well as new or upgraded diversion structure.

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

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Public Involvement
3. Task Series 300 - Field Investigations and Data Review
4. Task Series 400 - Alternatives and Routing Alignment Evaluation
5. Task Series 500 - Preliminary Design
6. Task Series 600 - Utility Coordination
7. Task Series 700 - Envision™ Sustainability Design
8. Task Series 800 - Work Tracking Application
9. Task Series 900 - Develop Construction Contract Drawings and Limited Specifications

10. Task Series 1000 - Bid Phase Services

- H. **Explicit Responsibilities.** The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or, shall be provided as Optional Services upon written authorization from the CITY.
- I. **Construction Cost Opinions.** Opinion of probable construction costs developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications. DESIGN PROFESSIONAL does not guarantee that proposals, bids or actual project costs will not vary from DESIGN PROFESSIONAL's opinion of probable construction costs. The cost opinions' level of accuracy will be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
1. All services through Task Series 900 shall be completed within 307 calendar days following the CITY's issuance of a Notice to Proceed and Task Series 1000 within 90 calendar days thereafter. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Work not specifically identified herein shall not be performed without written authorization from the CITY.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the 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 the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If schedule is produced in Primavera the layout shall include the following, in order.
 - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
 - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in an Aconex workflow, on a monthly basis, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal.

4. If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by the CITY, the DESIGN PROFESSIONAL shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project milestones, sustainability goals and outline high-level sustainability approaches to meet Envision™ credit requirements. The DESIGN PROFESSIONAL shall review lines of communication, project procedures, Engineer's proposed work plan, and other logistics of project execution, including resource loaded project schedule and content of subsequent monthly progress meetings. The DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes within one week after the meeting.

Task 106 Work Plan

DESIGN PROFESSIONAL shall prepare a written draft Work Plan for CITY's review and acceptance. CITY will provide a format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

1. A summary of roles and responsibilities of dedicated key team members including all field crew leaders, and their contact information.
2. A summary of the project's scope of services.
3. Detailed cost-loaded schedule for performance of all work. The cost-loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
4. Define any issues requiring special coordination with CITY, and/or adjacent CITY projects.

Submit the draft Work Plan (a single electronic file in portable document format – PDF) within fourteen (14) calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within seven (7) calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY'S comments and submit two (2) printed copies of the final Work Plan and a single electronic PDF file within fourteen (14) calendar days of receipt of CITY'S comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

The DESIGN PROFESSIONAL shall participate in up to ten (10) monthly progress meetings with the CITY to review work progress, budget and schedule, current issues, anticipated future activities, and variances in the potential scope of work. Prepare and submit an agenda to CITY prior to each meeting and prepare and distribute meeting minutes within one week after each meeting.

Task Series 200 - PUBLIC INVOLVEMENT

Task 201 Public Meeting Assistance

Assist CITY in conducting one (1) public meeting for all property owners within the project area. The meeting shall be conducted after completion of the preliminary design. The meeting will focus on communicating to the residents the anticipated nature, location, and schedule of planned work in the project area. The meetings shall also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvement, what the businesses and private citizens need to implement on their own to assist the CITY in full implementation of the improvements, and to provide them with information on the sanitary sewer system with respect to existing and proposed conditions.

1. CITY will establish meeting date, meeting time and venue and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.
2. Provide CITY with project area boundaries in order to determine mailing addresses for notifications. CITY will prepare mailings to businesses and property owners within the project and notify City Council representatives whose districts fall within the project area boundaries. DESIGN PROFESSIONAL shall pay costs related to mailing distribution, copies, and postage based on invoices for these costs as provided by the CITY.
3. CITY will finalize and approve templates of meeting materials, including agendas, presentations, display boards based on information provided by DESIGN PROFESSIONAL, comment cards and sign-in sheets for public meetings. DESIGN PROFESSIONAL shall print all meeting materials and pay all related costs.
4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.

5. Attend and assist CITY in conducting the public meeting and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. The CITY will submit draft minutes within five (5) calendar days after the public meeting to the DESIGN PROFESSIONAL. Comments and revisions shall be submitted to the CITY within five (5) calendar days.

Task 202 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the design phase of the project. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information from public officials and the media.

Task 203 Stakeholder Workshop

Conduct up to three (3) stakeholder meetings, if needed, with key stakeholders identified as playing a role in successful project implementation. The meetings will present the results of the preliminary evaluations for consideration and review.

DESIGN PROFESSIONAL shall prepare for and facilitate each of the workshops, as well as to prepare meeting minutes to summarize key points, ideas and action items.

Task Series 300 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 301 Review Existing Reports, GIS and Field Data

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

The DESIGN PROFESSIONAL shall review CCTV inspection data for approximately 1,500 linear feet of pipe and manhole inspection reports for up to eleven (11) manholes provided by the CITY to identify defects in main sewers and manholes. Reference applicable protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. CCTV Investigation Protocol dated July 2016

Task 302 Topographic Survey

Conduct topographic survey in sufficient detail to serve as the basis for preliminary design. Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the Project area. The survey will be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.

1. **Horizontal and Vertical Control** - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. **Detailed Topographic Survey** - Perform a detailed topographic survey along easements where existing sewers are located, within existing public right-of-way and street corridors from right-of-way to right-of-way where existing sewers are located, or where new sewers are likely to be required based on the conceptual design. The topographic survey will include the location of combined sewers, sanitary sewers, waterlines, and stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Manholes shall be named as shown in the CITY's GIS.
3. **Prepare Base Map** - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc.
4. **Coordinate and Locate Utilities** - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are non-responsive, then contact each utility company to request utility maps and records.
5. **Locate Geotechnical Borings** - Survey will provide field locations of all soil borings performed during geotechnical investigations.

Task 303 Geotechnical Investigations

Conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain up to ten (10) soil borings at an approximate anticipated average depth of twenty (20) feet located at critical locations. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. The geotechnical investigations will include the following services:

1. **Perform Field Work and Testing** - Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater. Collect three (3) to four (4) samples from each boring and retain for future reference.
2. **Geotechnical Report** - A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying each site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations including minimum setbacks from adjacent structures and recommend design criteria and parameters for pipe bedding and other earth supported

improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.

3. Submit three (3) copies of initial geotechnical report to CITY for review and comment.
4. Revise the report to address review comments and include the final report as an appendix to the Basis of Design memorandum.

Task Series 400 - ALTERNATIVES AND ROUTING ALIGNMENT EVALUATIONS

Task 401 Conceptual Relief Sewer Alternatives Evaluation

The DESIGN PROFESSIONAL shall perform a conceptual alternatives evaluation analyses of a replacement relief sewer and a parallel relief sewer to convey the maximum flow rate from diversion structure 170 downstream to the Blue River Interceptor (BRIS).

The DESIGN PROFESSIONAL shall at a minimum perform or develop the following elements for the alternatives' analysis:

1. Evaluate the condition of the existing sanitary sewer system and manholes to determine if it is feasible and cost-effective to rehabilitate and reuse in the parallel relief alternative or if the pipe replacement relief sewer alternative is more cost-effective. Consideration to services laterals, bypass pumping, sanitary sewer and manhole rehabilitation, inlet connections, water mains and other utilities and required rehabilitation shall be considered at a minimum and results of this evaluation should be included in the Routing Study Technical Memorandum discussed below.
2. Complete a relief sewer alignment or routing study for new sanitary sewer to provide conveyance of peak combined flow from diversion structure 170 to the Blue River Interceptor (BRIS) within the project area. Consideration should be given to tie-in and connections, possible utility conflicts, bypass pumping requirements and configuration (with pipe replacement alternative), possible private sewer lateral tie-ins (if existing), street or roadway crossings, temporary or permanent easement or property acquisitions required, constructability issues and construction cost impacts in developing the sanitary sewer alignment.
3. Benefits of sustainability and Envision™.
4. Identify opportunities for integrating other public infrastructure improvements with the proposed wastewater improvements.
5. Determine water mains required to be relocated due to the proposed infrastructure improvements. Additional water main replacement for age, cost-effectiveness, or for limiting public disruption should also be evaluated.
6. Alternatives developed will be presented by the DESIGN PROFESSIONAL and discussed with the CITY in an alternatives review workshop and the preferred alternative(s) will be documented in meeting minutes. A description of alternatives

evaluated and reasons for selecting the preferred alternative will be documented in the Basis of Design Report as part of Task 503.

Task Series 500 - PRELIMINARY DESIGN

Task 501 Integrated Public Infrastructure Evaluation

The DESIGN PROFESSIONAL shall evaluate and develop a narrative describing the condition of existing roadways, curbs and gutters, sidewalks, ADA facilities, and amenities (i.e. benches, trees, etc.) and make recommendation for replacement in coordination with the selected conceptual design alternative and water main replacement improvements. The narrative shall include a cost benefit analysis detailing the additional project cost beyond what is already required to complete the recommended sanitary and water improvements and the benefit for completing the additional repairs with this project. Conduct one (1) on-site field review meeting with CITY staff prior to finalizing the narrative. This narrative shall be included in the Basis of Design Report to document the infrastructure condition and decisions made regarding additional infrastructure to be included in the project.

DESIGN PROFESSIONAL may be required to conduct a meeting with the CITY to review the proposed improvements and obtain direction from the CITY for incorporation of right-of-way improvements into the Project.

Extensive design of infrastructure replacement such as water mains, street and curb reconstruction, sidewalks and curb ramp additions shall be considered Optional Services.

Task 502 Preliminary Design Drawings (30% Complete)

Prepare preliminary design drawings (plan and profile) for the selected conceptual design alternative identifying the sewer alignment, the proposed locations of the new relief sewer pipes, manholes, diversion structure modifications or replacement, water main replacements if required, water valves and hydrants and abandonment of existing pipes and structures. The drawings will note areas where relocation of utilities and watermains may be required. The drawings shall have sufficient detail to show the proposed alignment and preliminary elevations of the sewer and manholes but are not required to be a coordinated set of construction drawings. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria.

A desk-top spreadsheet hydraulic calculation analysis or hydraulic model of the proposed relief sewer and existing sanitary sewer to verify sewer hydraulics, capacity and performance shall be developed. Input hydrographs of the Design Storm (Storm G) and peak flows will be provided by the CITY for input and use in the hydraulic analysis or model. It is not the CITY's plan to provide copies of any previous hydraulic model. Submit hydraulic analysis or model developed to CITY upon completion.

Submit one (1) half-size hard copy of the Preliminary Design Drawings and upload PDF version to Aconex.

Task 503 Draft Basis of Design Report

Prepare a draft Basis of Design Report for the selected alternative, including project purpose, DESIGN PROFESSIONAL created alternatives evaluations, the findings of field investigations, required property acquisitions and easements, constructability issues, risks review, utility coordination, Envision™, permitting requirements, hydraulic modeling results, and a preliminary opinion of probable construction cost for the project. The Basis of Design Report will be formatted in a manner that allows the DESIGN PROFESSIONAL to update the report throughout final design. The objective is to develop a final basis of design report accompanying the final design plans documenting evaluations performed, reasoning and decisions made, assumptions made, design criteria and project goals, and project purpose, throughout the life of the design project.

Submit one (1) copy of a draft Basis of Design Report and a single electronic file in portable document format (PDF). Submit one (1) copy of the hydraulic model, if developed, for the relief sewer system.

Task 504 Preliminary Design Review Meeting

Within twenty-one (21) days after submitting the draft Basis of Design Report and Preliminary Design drawings, DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft report and preliminary design drawings. The CITY will provide its review comments to DESIGN PROFESSIONAL within twenty-one (21) days of receipt of the deliverables.

Task Series 600 - UTILITY COORDINATION

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

1. Identify all utilities that may be affected by the project. Contact those utilities and determine generally the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design and, establish and execute a plan for data collection with the utilities affected.
5. Conduct a minimum of two (2) combined utility coordination meetings with all impacted utilities. Design drawings will be distributed for review and comment. DESIGN PROFESSIONAL will be responsible for organizing the meeting location, inviting the impacted utilities, preparing meeting minutes, and distributing them. The

meeting will be coordinated with the CITY. Communicate scope of project, speculated construction sequencing and project schedule. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. Utility interruptions and temporary service requirements will be determined. Identified utility owners' requirements to be incorporated into the construction contract documents. Determine each Utility's status with respect to required relocations. Communicate each utility's projected design and construction schedule.

6. Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the CITY at each milestone deliverable in this scope of services.

Task Series 700 - ENVISION SUSTAINABILITY DESIGN

The DESIGN PROFESSIONAL shall include a summary of the applicable Envision™ credits in the Alternatives Evaluation and draft Basis of Design Report. The reported Envision™ credits from the concept design, preliminary design, and final design shall be confirmed and updated to meet the PROJECT credit sustainability goals. For ease of reference by the CITY and the DESIGN PROFESSIONAL, Envision™ credits are broken out into different groupings: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope.

The DESIGN PROFESSIONAL shall provide the project sustainability score for each selected credit to the CITY prior to the Project Kickoff Meeting and at the end of the alternatives evaluation and preliminary design. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template "Envision Credits DP Tracking_Template.xlsx", provided by the CITY. The DESIGN PROFESSIONAL shall provide a brief summary memorandum (to be included in the Alternatives Evaluation Technical Memorandum and Basis of Design Report), describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this PROJECT and why these credits will achieve a higher level of sustainability on this PROJECT.

Task Series 800 - WORK TRACKING APPLICATION

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets, as necessary, for each Project Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY.

Task Series 900 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

Task 901 60% Construction Contract Documents

1. **60% Design Plan Sheets:** Prepare and submit 60% complete design drawings for review. Plans will also include detailed information with respect to sanitary sewer relief sewer, diversion structure modifications or replacement, roadway and sidewalk replacement, curb/sidewalk ramp replacements, water main replacements (if applicable)

and utility relocations, traffic control, easements, and erosion control. Horizontal and vertical watermain relocation extents shall be as required to construct the projects proposed improvements. DESIGN PROFESSIONAL shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.

2. **60% Sewer Design Calculations:** Complete the hydraulic and final design calculations for the proposed sanitary sewer system. Sanitary sewer shall be designed in accordance with the CITY standards. If new sewer segments cannot meet CITY standards due to conflicts with the existing storm pipes, DESIGN PROFESSIONAL will provide documentation of substandard velocities and grades with the following information: pipe segment, proposed slope, proposed velocity, self-cleaning velocity, and 10 State's Standards flow and velocity.
3. **Construction Sequencing and Constructability Issues:** Prepare recommended project sequencing/phasing, including bypass pumping of sewage flows, if necessary, to maintain sewage flow at all times, to maintain access to homes, businesses, streets, and include traffic control and detour plans, where appropriate. DESIGN PROFESSIONAL will evaluate the sequence of construction, the necessity of coordination with other applicable projects, and examine issues of phasing and constructability in consultation with Water Services Department. DESIGN PROFESSIONAL will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing will also consider appropriate methods for sediment and erosion control in conformance with Stormwater Pollution Prevention Plans and required NPDES permitting.
4. **60% Technical Specifications:** The DESIGN PROFESSIONAL shall obtain and review the CITY's standard technical specifications and front-end contract documents and develop a specifications list for the Project. The CITY's technical specifications shall be supplemented with technical specifications developed by the DESIGN PROFESSIONAL, where appropriate. The DESIGN PROFESSIONAL shall develop drafts of Section 00412 – Adjustment Unit Prices, Section 01015 – Specific Project Requirement, and Section 01270- Adjustment Unit Price and Measurement Procedures.
5. **60% Opinion of Probable Construction Cost:** Prepare an updated opinion of probable construction cost based on the 60% design plans and technical specifications developed, and any review comments received from the CITY related to the DESIGN PROFESSIONAL'S preliminary opinion of probable construction costs. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.
6. **CITY Review:** Submit the following for CITY review;
 - a) One (1) full-size set and two (2) half-size sets of 60% design plan sheets.
 - b) Three (3) sets of 60% technical specifications list, specification sections developed by DESIGN PROFESSIONAL, and draft Sections 00412, 01015, and 01270.
 - c) Three (3) sets of the 60% Opinion of Probable Construction Cost.
 - d) Three (3) sets of the 60% Sewer Calculations.

7. One (1) hard copy and a single electronic file in portable document format (PDF) of all documents.
8. The CITY will distribute plans to the appropriate CITY departments and staff for review.
9. Review Meeting: Conduct a half day review meeting with CITY staff to review the DESIGN PROFESSIONAL's responses to the CITY's review comments and the opinion of probable construction cost, including the detailed breakdown/basis used to arrive at the total construction cost.

Task 902 Plan in Hand Walk Through

Within thirty (30) days of completing the 60% Construction Contract Documents DESIGN PROFESSIONAL and CITY shall perform a one-half (1/2) day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify any special conditions to be included in the contract documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two (2) hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

Task 903 90% Construction Contract Documents

Address review comments received from the CITY related to the 60% design completion submittal and any changes that resulted of the plan in hand walk through. Progress the Construction Contract Documents and opinion of probable cost to 90% complete.

Submit the following for CITY review:

1. One (1) printed and bound sets of 90% plans, maps, and schedules.
2. One (1) printed and bound sets of 90% technical specifications.
3. One (1) printed and bound sets of the 90% Opinion of Probable Cost.
4. PDF files of plans, specifications, and 90% Opinion of Probable Cost.

The CITY will distribute plans to the appropriate CITY departments and staff for review. Conduct a two-hour review meeting with the CITY to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 904 Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including rehabilitation drawings, maps, schedules, and specifications.

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

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: One (1) copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: One (1) copy; Per Attachment B and AutoCAD (.dwg) files.
3. Electronic Contract Specifications: One (1) copy; all copies – PDF and WORD.
4. Final Opinion of Probable Cost.

Task Series 1000 - BID PHASE SERVICES

Task 1001 Pre-Bid Conference

Prepare and present a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a duration of approximately 30 days.

1. In coordination with CITY Project Manager, prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL to prepare agenda and facilitate the meeting with assistance from CITY.

Task 1002 Submit Engineer's Opinion of Probable Construction Cost

Update the Final Class 1 cost opinion submitted under Task 904 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 1003 Bid Assistance and Evaluation

1. Assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.
2. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation.
3. Make written recommendation regarding the award of construction contract.

IV. OPTIONAL SERVICES

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

- A. Project Management and Administration services beyond those associated with completion of Task Series 200 - Task Series 1000.
- B. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
- C. Resolution of problems with the existing InfoWorks model.
- D. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- E. Appearances at public hearings or before special boards.
- F. Assisting CITY with appraisal and/or acquisition of easements.
- G. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity,
 - 2. Extensive additional infrastructure replacement design such as water main replacements, streets, sidewalks, curb ramps, etc.,
 - 3. CITY's project schedule, design, or character of construction,
 - 4. Method of financing or availability of funding.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV, manhole inspection, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.

- C. Provide manhole inspections, CCTV data, updated GIS data, hydraulic parameters/hydrographs to DESIGN PROFESSIONAL within 30 days of the Notice to Proceed (NTP).
- D. Provide property lines, contours, water main, sewer records, and planimetrics for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.
- E. Provide modeling information for the design event in the form of flow hydrographs upstream of the proposed relief sewer to allow the design professional to size the relief sewer alternatives and design diversion structure modifications.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:

a. **Drawings/plans**

- (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
- (2) File names may not include any symbols such as <> : . “ / \ | ? ‘ & # % ^ * () [] { } +
- (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.**pdf** or 002-arcl.**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.

ATTACHMENT C

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

Kansas City, MO - Water Services Department
Relief Sewer: 45th Street
Project No.: 81000921, Contract: 1580



Attachment C

SE3, LLC

Scope and Fee Proposal

5-4-2020

8401 E M 350 Hwy
 Kansas City, MO 64133
 816-272-5545

Summary

Task	Fee
100 Project Management and Administration	\$ 13,666
200 Public Involvement	\$ 7,684
300 Field Investigation & Data Review	\$ 2,176
400 Alternatives & Routing Alignment Evaluations	\$ 10,064
500 Preliminary Design	\$ 20,132
600 Utility Coordination	\$ 3,500
700 Envision Sustainability Design	\$ 5,940
800 Work Tracking Application	\$ 2,336
900 Develop Construction Contract Documents	\$ 48,448
1000 Bid Phase Services	\$ 3,024
Sub-Total Labor Charge	\$ 116,970
Expenses (SE3)	\$ 224
SE3 Labor & Expenses	\$ 117,194
Subcontracts	
104 Quality Control (Alfred Benesch & Co.)	\$ 8,816
302 Topographic Survey (Cook Flatt & Strobel Engineers)	\$ 24,000
303 Geotechnical Investigations (Cook Flatt & Strobel Engineers)	\$ 4,990
Total Subcontractor Charge	\$ 37,806
Optional Services	
0 Actual scopes to be determined (Lump Sum)	\$ 15,000
Total Optional Services	\$ 15,000
TOTAL FEE	\$ 170,000

SE3, LLC
2020 SCHEDULE OF BILLING RATES
(Increase Hourly Rates 3%/Year)

<u>POSITION CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u> (Using 3.04 Mult.)	<u>HOURLY PAY RATE</u>
Principal	\$224.54	\$73.86
Project Manager	\$159.65	\$52.52
Senior Engineer	\$131.84	\$43.37
Engineer	\$107.12	\$35.24
Junior Engineer	\$92.70	\$30.49
Senior Structural Engineer	\$156.56	\$51.50
Structural Engineer	\$125.66	\$41.34
Drafting Technician	\$81.37	\$26.77
Construction Manager	\$118.45	\$38.96
Construction Supervisor	\$88.58	\$29.14
Construction Technician	\$72.10	\$23.72
Clerical Assistant	\$62.83	\$20.67
<u>DIRECT EXPENSES</u>		
Mileage	\$0.58/mile (per IRS)	
Printing	At Cost (No mark-up)	
Motel	At Cost (No mark-up)	
Meals	\$52.50/Day (Increase 3%/year)	

Kansas City, MO - Water Services Department
 Relief Sewer: 45th Street
 Project No.: 81000921, Contract: 1580



Attachment C

SE3, LLC

Scope and Fee Proposal

5-4-2020

8401 E M 350 Hwy
 Kansas City, MO 64133
 816-272-5545

Preliminary Design

Task	Principal	Project Manager	Project Engineer	Design Engineer	Drafting Technician	Clerical	SE3 Total
501 Integrated Infrastructure Evaluation		1	2				\$ 424
502 Preliminary Design Drawings (30% Complete)							
Plan Cover Sheet			1		1		\$ 214
General Notes and Legend Sheet		1	2		4		\$ 752
Survey Control Points & Existing Utilities Sheet		1	1		1		\$ 374
Demolition Plan		1	2		4		\$ 752
Plan & Profile Sheets (5)		4	8		30		\$ 4,156
Grading & Erosion Control		1	2		8		\$ 1,080
Drainage Areas, Hydraulic Calculations		1	2		8		\$ 1,080
Easements Sheets (5)		1	1		4		\$ 620
Traffic Control Sheets (3)		2	4		8		\$ 1,504
Detail Sheets (3)		1	2		4		\$ 752
503 Draft Basis of Design Report		16	40				\$ 7,840
504 Preliminary Design Review Meeting		2	2				\$ 584
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Sub-Total Hours	0	32	69	0	72	0	
Rate Per Hour	\$ 225.00	\$ 160.00	\$ 132.00	\$ 108.00	\$ 82.00	\$ 63.00	
Sub-Total Labor Charge	\$ -	\$ 5,120	\$ 9,108	\$ -	\$ 5,904	\$ -	\$ 20,132



May 4, 2020

SE3, LLC
8401 M E State Route 350
Kansas City, Missouri 64133

1421 E. 104th Street
Suite 100
Kansas City, Missouri 64131
(816) 333-4477 Office

Attn: James Cherney, P.E., Senior Project Manager

cfsa.com

Re: KCMO – WSD Project No. 81000921/81000919 , CN 1580/1582
Survey and Geotechnical Proposal
Relief Sewer 45th Street – Dry Weather Sewer Line Outfall 055

Other Offices:
Kansas City, Kansas
Lawrence, Kansas
Holton, Kansas
Topeka, Kansas
Springfield, Missouri
Jefferson City, Missouri

Jim:

We are pleased to provide you with this proposal for professional surveying services for the above referenced project in Kansas City Missouri.

The scope of services and fee proposal are as follows, contractual details and other pertinent information can be included upon your acceptance of this proposal, items are independent and we can do one or all of the items as needed:

Survey

Design Survey – provide topography and contours for original concept.....\$16,000.00
Design Survey – provide topography and contours for alternate parallel relief ...\$8,000.00
Total Lump Sum Fee.....\$24,000.00

Additional (If required)

Ownership and Encumbrance Reports (per property)..... \$450.00/Each
Proposed Easement Document, legal and exhibit (per property).....\$1,000.00/Each
LiDAR Scanning\$205/per hour

Board of Directors
Kenneth M. Blair, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Lance W. Scott, P.E.
Sabin A. Yañez, P.E.

Principals:
Robert S. Chambers, P.E.

Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Gene E. Petersen, P.E.
Todd R. Polk, P.E.
Richard A. Walker, P.E.
Lucas W. Williams, P.E.

The topographical portion of the field survey will be developed in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates and with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988. CFS will coordinate utility locates with Missouri One Call. CFS will survey the corridor for the proposed alignment and will locate all utilities and structures, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and any other visible improvements within the survey boundaries. Field locates will also include the boring locations for the geotechnical survey. Information from the preliminary field survey will be compiled into a base map featuring the existing physical conditions, parcels (with the owner’s name and address) and right-of-way. A topographic surface will be provided with contours at 1-foot intervals and alignment will have a 50’ swath.

Owner to provide O&E reports and provide access to site. The opportunity to provide this service to you is appreciated. Should questions arise, please call upon this office.

Respectfully,
Cook, Flatt and Strobel Engineers, P.A.

Lance W. Scott, P.E.
Vice President

Geotechnical Engineering and Drilling Costs

5/4/2020

Relief Sewer: 45th Street
Kansas City, Missouri

<i>Drilling</i>	10	holes	10	foot	\$13.00	per foot	\$	1,300.00
<i>Mobilization</i>	1	each		@	\$500.00	each	\$	500.00
<i>Moisture Content/Classification</i>	40	tests			\$15.00	each	\$	600.00
<i>Proctor tests</i>	3	tests			\$200.00	each	\$	600.00
<i>Atterberg Limit Test</i>	3	tests			\$80.00	each	\$	240.00
<i>Clerical</i>	1	each			\$200.00	each	\$	200.00
<i>Engineering for Field Trips and Reporting</i>	10	hours @			\$125.00	per trip	\$	1,250.00
<i>Senior Engineer for Report Review</i>	2	hours @			\$150.00	per trip	\$	300.00
						Total	\$	4,990.00

Additional services will be invoiced at the proved unit rates.

ALFRED BENESCH & COMPANY
SCHEDULE OF POSITION CLASSIFICATIONS & SALARY RANGES

Salary Ranges are Valid from 05/01/2020 to 04/30/2021

CLASSIFICATION	SALARY RANGE	SALARY RANGE X 3.04 MULTIPLIER
Project Principal	\$60.00/hr to \$100.00/hr	\$182.40/hr to \$304.00/hr
Senior Project Manager	\$40.00/hr to \$85.00/hr	\$121.60/hr to \$258.40/hr
Project Manager II	\$45.00/hr to \$65.00/hr	\$36.80/hr to \$197.60/hr
Project Manager I	\$40.00/hr to \$60.00/hr	\$121.60/hr to \$182.40/hr
Senior Project Engineer	\$40.00/hr to \$60.00/hr	\$121.60/hr to \$182.40/hr
Project Engineer II	\$35.00/hr to \$50.00/hr	\$106.40/hr to \$152.00/hr
Project Engineer I	\$35.00/hr to \$45.00/hr	\$106.40/hr to \$136.80/hr
Designer II	\$30.00/hr to \$45.00/hr	\$91.20/hr to \$136.80/hr
Designer I	\$20.00/hr to \$35.00/hr	\$60.80/hr to \$106.40/hr
Senior Technical Specialist	\$30.00/hr to \$50.00/hr	\$91.20/hr to \$152.00/hr
Technical Specialist II	\$20.00/hr to \$40.00/hr	\$60.80/hr to \$121.60/hr
Technical Specialist I	\$15.00/hr to \$30.00/hr	\$45.60/hr to \$91.20/hr
Senior Technologist	\$30.00/hr to \$50.00/hr	\$91.20/hr to \$152.00/hr
Technologist II	\$20.00/hr to \$40.00/hr	\$60.80/hr to \$121.60/hr
Technologist I	\$15.00/hr to \$35.00/hr	\$45.60/hr to \$106.40/hr
Resident Project Manager I	\$30.00/hr to \$50.00/hr	\$91.20/hr to \$152.00/hr
Construction Rep. I	\$18.00/hr to \$30.00/hr	\$54.72/hr to \$91.20/hr
Construction Rep. II	\$20.00/hr to \$35.00/hr	\$60.80/hr to \$106.40/hr

Sr. Inspector	\$25.00/hr to \$45.00/hr	\$76.00/hr to \$136.80/hr
Field/Lab Technician	\$18.00/hr. to \$25.00/hr	\$54.72/hr to \$76.00/hr
Surveyor	\$18.00/hr to \$45.00/hr	\$54.72/hr to \$136.80/hr
Party Chief	\$25.00/hr to \$38.00/hr	\$76.00/hr to \$115.52/hr
Sr. Surveyor	\$25.00/hr to \$50.00/hr	\$76.00/hr to \$152.00/hr
Division Administration Assistant II	\$15.00/hr to \$35.00/hr	\$45.60/hr to \$106.40/hr
Division Administration Assistant I	\$10.00/hr to \$30.00/hr	\$30.40/hr to \$91.20/hr
Project Assistant I	\$10.00/hr to \$25.00/hr	\$30.40/hr to \$76.00/hr
Project Assistant II	\$15.00/hr to \$30.00/hr.	\$45.60/hr to \$91.20/hr
Intern	\$10.00/hr to \$25.00/hr	\$30.40/hr to \$76.00/hr

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.

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 11 day of May, 2020.


Notary Public

My Commission expires: 08/11/2023



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the SE3 LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

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

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

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(l)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.**
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.**
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.**
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.**
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.**
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.**
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.**
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.**
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.**

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify**

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

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

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

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

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

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the 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.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer SE3 LLC	
Name (Please Type or Print) VERNAL C STEWART	Title
Signature Electronically Signed	Date 07/12/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/12/2012

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SE3 LLC
Company Facility Address	230 SW MAIN ST LEES SUMMIT, MO 64063
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	201307980
North American Industry Classification Systems Code	541
Parent Company	SE3 LLC
Number of Employees	20 to 99
Number of Sites Verified for	7

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

MISSOURI

7 site(s)

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

Name VERNAL C STEWART
Phone Number (816) 272 - 5545 ext. 1
Fax Number (816) 272 - 5510
Email Address VSTEWART@SE3.US

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ATTACHMENT F

Truth-In-Negotiation Certificate

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

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

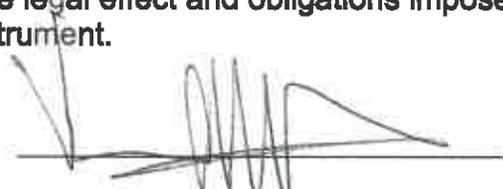
STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, VERNAL STEWART, having full authority to act on behalf of SES, LLC, do solemnly swear under oath to the following:

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

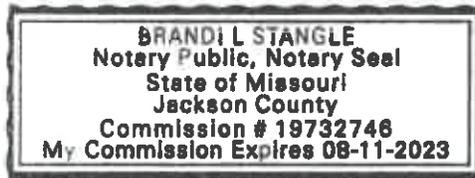

Signature of affiant

On this 11 day of May, 2020 before me, BRANDI STANGLE a Notary Public in and for said state, personally appeared (VERNAL STENNET), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Notary Public

My commission expires: 8/11/2023



Attachment G

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

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

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, VERNAL STEWART, having full authority to act on behalf of SE3, LLC, do solemnly swear under oath to the following:

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

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

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



Signature of affiant

On this 11 day of May, 2020 before me, BRANDI STANGLE, a Notary Public in and for said state, personally appeared (VERNAL STEWART), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Notary Public

My commission expires: 8/11/2023



ATTACHMENT H

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>CFS Engineers</u> Email: <u>Lance Scott, P.E.</u> <u>lscott@cfse.com</u>	Address: <u>1421 104th Street, Suite 100</u> <u>Kansas City, MO 64131</u> Phone: <u>(816) 333-4477</u> Fax: _____
2.	Name: <u>CFS Engineers</u> Email: <u>Adam McEachron</u> <u>adamm@cfse.com</u>	Address: <u>1421 104th Street, Suite 100</u> <u>Kansas City, MO 64131</u> Phone: <u>(816) 333-4477</u> Fax: _____
3.	Name: <u>Alfred Benesch & Company</u> Email: <u>Stephen J. Roth, PE, LEED AP</u> <u>SRoth@benesch.com</u>	Address: <u>913 Sheildley Avenue, Suite 110</u> <u>Bonner Springs, KS 66012</u> Phone: <u>(913) 441-1100</u> Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: SE3, LLC
 Submitted By: James Cherney, P.E.
 Title: Senior Project Engineer
 Telephone No.: 816-839-5736
 Fax No.: _____
 E-mail: jcherney@se3.us
 Date: May 11, 2020

ATTACHMENT I

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

Application Number: _____ **Final Payment**
 Ordinance Number: _____ **Date:** _____
 City PO Number: _____ **Ordinance Date:** _____

Design Professional/Contractor:

Legal Name _____
Mail Address: _____
City, ST Zip _____
Vendor Number _____

Application for Work Accomplished: From _____ **To:** _____
Name of Kansas City, MO Project Mgr: _____
Kansas City, MO Contract Administrator: _____

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

Submitted By: _____ **Signature:** _____ **Date:** _____
Phone: _____ **Fax:** _____ **E-mail:** _____

Kansas City:

Approved By: _____ **Project Manager** **Date:** _____
Approved By: _____ **Director or Designee** **Date:** _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

SE3, LLC
LC0595783

was created under the laws of this State on the 28th day of June, 2004, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 12th day of May, 2020.


Secretary of State



Certification Number: CERT-05122020-0011



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

SE3 LLC
8401 E STATE ROUTE 350
KANSAS CITY MO 64133-4729

Letter Id: L0959629568
Date: 15-May-2020
Taxpayer Id: **-***7980



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that SE3 LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Marl Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.

