

PROJECT NO. 1144 – 81000623

WEATHERBY #2 AND UPPER RUSH PUMP STATION REHABILITATION

CITY OF KANSAS CITY, MO

WATER SERVICES DEPARTMENT

ENGINEERING PROFESSIONAL SERVICES

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson (“Design Professional”). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: The services to be provided under this Agreement are for the following project 81000623 and purpose: The project consists of detailed design, and preparing of construction drawings for the Weatherby #2 and Upper Rush Pump Stations. Including all necessary adaptive piping, electrical equipment, flow meter / monitoring equipment, adaptation or replacement of SCADA controls, computer and physical radio path evaluation, and improvements to existing weak radio communications. The Weatherby #2 and Upper Rush Pump Station are located in Platte County Missouri.

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,050,000.00, as follows:
1. \$552,175.00 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**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.
 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 \$392,795.00. The following are the reimbursable expenses that City has approved: .
subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation and public outreach materials.
Subcontractor's office personnel labor costs shall be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of one hundred and five thousand and thirty 00/100 dollars (\$105,030.00) 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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis for all completed unit price work 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, along with completed unit price work. 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, 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.

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

Water Services Department

Terry Leeds, Director:

Address: 4800 East 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0528 Facsimile: (816) 513-0288

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

Design Professional:

Contact: Greg Kendall

Address: 9200 Ward Parkway, Suite 200

Phone: (816) 361-0440 Facsimile: (816) 816-361-0045

E-mail address: Greg.Kendall@LRA-Inc.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment E**, 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 – Unit Price

Attachment E – Licensed Geographical Information System Data

Attachment F – HRD Documents

- (a) HRD Form 8A: Contractor Utilization Plan/Request for Waiver
- (b) HRD Form 10: Timetable for MBE/WBE Utilization
- (c) HRD Form 11: Request for Modification or Substitution
- (d) 00450.01 Letter of Intent to Subcontract
- (e) 01290.14 Contractor Affidavit for Final Payment
- (f) 01290.15 Subcontractor Affidavit for Final Payment

Attachment G – Employee Eligibility Verification Affidavit

Attachment H – Subcontractors List Non-Construction

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

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

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of Design Prof. Service Agreement Part I 102014

medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 7/8/2015

By: Michael P. McMeekin

Name: Michael P. McMeekin, P.E.

Title: President

KANSAS CITY, MISSOURI

Date: 7/31/15

By: Terry Leeds

Name: Terry Leeds

Title: Director

Approved as to form:

Mal J
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.

[Signature]
Director of Finance Date: 8/1/15

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first

ATTACHMENT A

ATTACHMENT A
SCOPE OF SERVICES

The **DESIGN PROFESSIONAL** shall provide design, bidding, and project closeout services for the replacement of the Weatherby Lake #2 Pump Station and Upper Rush Pump Station. After the new pump stations are in service, the existing pump stations are to be removed from service, demolished, and the sites restored. Replacement pump stations are to be constructed on new sites. DESIGN PROFESSIONAL (DP) will assist WATER SERVICES DEPARTMENT (WSD) with exhibit and meeting preparation in development of pump station sites. Pump station features are to include new gravity influent sewer to connect to existing gravity sewer, force main sewer extension to existing force main, water service, wetwell, influent screening, duty and redundant pumps, pump buildings to house discharge piping, electrical systems, HVAC systems, and odor control systems, site access and landscaping. Pump retrieval system will be provided. Redundant electrical service will be included consisting of a generator and/or dual electrical feed. A radio path study will be performed and a SCADA communication system designed to provide 99% reliability. DP will assist WSD in communications with local government entities throughout the design process.

WSD reserves the right at their discretion, and after completion of this contract/project, the selected Design Professional may be requested to provide additional construction phase services as necessary to complete the project.

The DP shall manage their efforts in a way that provides satisfactory project completion within an established budget and schedule. The specific Basic Scope of Services to be performed by the DP includes the following Task Series:

The basic Scope of Services is organized into eight major Task Series:

Task	Description	Calendar Days
TASK SERIES 100	PROJECT MANAGEMENT AND ADMINISTRATION	
TASK SERIES 200	PROJECT KICKOFF, ASSESSMENT, AND WORK PLAN	60
TASK SERIES 300	PUBLIC INVOLVEMENT AND COORDINATION	
	Task 303	20
TASK SERIES 400	PRELIMINARY ENGINEERING REPORT	
	Through Task 406	89
	Task 407 Minutes and Review	21
TASK SERIES 500	DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND SPECIFICATIONS FOR REPLACEMENT OF THE PUMP STATIONS	164
TASK SERIES 600	BIDDING PHASE	90
TASK SERIES 700	CLOSE OUT	60
TASK SERIES 800	OPTIONAL SERVICES	

TASK SERIES 100 -- PROJECT MANAGEMENT AND ADMINISTRATION

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

- 101 DP will prepare project monthly status reports to document work progress, the percentage of completed work, schedule status, and budget status. Prepare a monthly project status report

to identify work performed by DP, the work activities anticipated to be performed the next month, action items required by WSD, potential project scope variances with corrective action suggested by DP, a general assessment of DP's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Basic Scope of Service based on the work completed. A short narrative will be provided to describe the work activity performed for each task within each Task Series.

- 102 DP will conduct up to fifteen (15) monthly progress meetings with WSD staff throughout the duration of the project. The purpose of these meetings is to: 1) update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and 2) discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops if any with WSD staff as identified herein. DP will prepare an agenda for each meeting. Within 10 calendar days thereafter, DP will prepare and distribute draft meeting minutes for WSD staff review. WSD will provide consolidated review comments to DP within 14 calendar days of receipt. DP will finalize meeting minutes and distribute within 14 calendar days of receiving WSD review comments.

103 **SCHEDULE FOR RENDERING SERVICES**

The DP shall prepare and submit for WSD approval a cost loaded schedule for the performance of the DP's services. This schedule shall include reasonable allowances for review and approval times required by the WSD, performance of services by the WSD's DP, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by WSD, or for delays or other causes beyond the DP's reasonable control.

TASK SERIES 200 -- PROJECT KICKOFF, ASSESSMENT, AND WORK PLAN

- 201 Lead a project kickoff meeting to review the project scope of services, roles and responsibilities, goals and objectives, all applicable WSD design standards, the projected project schedule including critical task sequencing, the anticipated work products, and the required coordination between the DP, WSD and other parties. The purpose of the kickoff meeting will be to establish common understanding and high commitment to the project, the roles and responsibilities needed to fulfill the project requirements, and coordinated processes needed to fulfill project roles and responsibilities.
- 202 Review and utilize any previous studies, record drawings, previous projects, inspections, and planned projects for the pump stations to gain a better understanding of the existing conditions, to identify suspected or known problems within the project area, and to identify additional system components that may need to be investigated, replaced or rehabilitated as part of the project. WSD shall provide the pertinent studies, record drawings, and planning documents if available to the DP.
- 203 Review previous operations assessments, interview operations staff, and incorporate findings into the Engineering Work Plan.
- 204 The DP shall submit the draft Work Plan as a PDF document within thirty (30) calendar days

of the Notice to Proceed (NTP). WSD will review the draft Work Plan and provide comments to the DP within fourteen (14) calendar days after receipt of the draft Work Plan. The DP shall revise the draft Work Plan as necessary to respond to WSD's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within fourteen (14) calendar days of DP's receipt of WSD's comments. The Work Plan shall be updated and maintained by the DP throughout the project, with updates provided to WSD when requested.

TASK SERIES 300 -- PUBLIC INVOLVEMENT AND COORDINATION

- 301 Prior to beginning any surveying, geotechnical investigation, or field inspections, attend up to two meetings with the City of Weatherby Lake and the Weatherby Lake Improvement Company (WLIC) in preparation for a public meeting to explain the relocation of the pump stations. Provide a draft public meeting notification for review and approval by WSD. Work with WSD to finalize public meeting notification and door hanger design prior to release to WLIC by WSD.
- 302 Prepare a draft conceptual exhibit for use during the public meeting. Conceptual exhibit to include the preliminary footprint of each pump station, preliminary utility alignment, access drives, and proposed temporary and permanent easement. DP will submit conceptual exhibit to WSD for comment, and incorporate those comments into the exhibit. DP will attend a meeting with the City of Weatherby Lake and WLIC, arranged by WSD, to initiate easement acquisition and obtain feedback on conceptual exhibit. DP shall meet separately with WSD to review stakeholder comments and receive direction as to modification of the conceptual exhibit. DP will modify exhibit, submit to WSD for approval, and attend a second preliminary meeting with stakeholders to review the conceptual exhibit.
- 303 After review of conceptual exhibit, facilitate, and conduct a single public meeting #1 at Weatherby Lake City Hall. The meeting will focus on communicating to the residents the anticipated nature, location, and schedule of planned work in the project area. The meeting shall also serve as a public education program for the citizens to better understand the implications of the proposed improvements, what the private citizens need to implement on their own to assist the WSD in full implementation of the improvements, and to provide them with information on the sanitary sewer systems with respect to existing and proposed conditions.
- A. WSD will work with DP to establish meeting date and time, and to make necessary arrangements for meeting
 - B. WLIC will distribute meeting notices and information prepared by DP and approved by WSD to residents through mail and use of door hangars
 - C. Prepare draft meeting agenda, presentation, and sign-up sheets for public meeting and submit to WSD for comment prior to printing. WSD will review and submit all comments to the DP within 7 calendar days of draft meeting agenda submittal receipt. Provide a PDF file of approved documents
 - D. As requested by WSD, prepare and present the conceptual exhibits and proposed project schedule to the public
 - E. Attend and assist WSD in conducting the public meeting and address technical questions posed by attendees
 - F. Prepare draft public meeting minutes and submit to the WSD. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. Minutes will be submitted to the WSD within 7 calendar days. The WSD will review draft minutes and provide comment within 7 calendar days after receipt from the DP

- 304 DP will respond to inquiries from property owners, through WLIC and the City of Weatherby Lake, throughout the duration of the field investigation, design and bid phases of the project.

TASK SERIES 400 -- PRELIMINARY ENGINEERING REPORT

- 401 After public meeting, DP will, through WSD, request permission to enter WLIC property for purposes of performing topographic surveys and geotechnical investigations. The geotechnical report shall include foundation recommendations.
- 402 Confirm pump station capacity requirements.
- 403 Prepare a Basis of Design Memo. The memo shall include:
- A. An analysis of major systems and recommendations for those systems:
 - 1. Pumps, level of redundancy and type
 - 2. Develop a system curve for each pump station
 - 3. Obtain and summarize existing pressure and flow readings at each pump station
 - 4. Complete a preliminary pump selection
 - 5. Estimate pumping rates and range with VFD control
 - 6. Estimate most efficient pumping rates for the pump selected
 - 7. Electrical and VFD control room requirements
 - 8. Evaluation of influent intake screen
 - 9. Piping, valves, and flow measurement
 - 10. Odor control system (biofilter or chemical)
 - 11. HVAC equipment with emphasis on exchange rate and corrosion resistance
 - 12. Site and building security, fencing, and exterior lighting requirements
 - 13. Access surface material
 - 14. Berm elevations and locations
 - 15. SCADA communications
 - B. Determine level of electrical redundancy to be provided. Prepare preliminary electrical load list. Determine electrical service requirements. Evaluate redundant electrical service alternatives including generator (diesel or natural gas) and second service line. Include automatic transfer switch.
 - C. Perform a radio path study and evaluate communications alternatives. Develop preliminary alarm list. Determine level of status and alarms to be received by WSD and what if any alarms may be needed by The City of Weatherby Lake.
 - D. Prepare preliminary control system requirements, including redundancy.
 - E. Prepare preliminary wetwell and building layout for both pump stations.
 - F. Develop alternatives for linings and coatings for protection against corrosion
 - G. Prepare preliminary building elevation views for both pump stations, including building exterior and roofing construction materials.
 - H. Prepare preliminary site layout for both pump stations with preliminary gravity sewer, force main, waterline, electrical service alignment, and crane location for equipment.
 - I. Provide landscaping alternatives and recommendations, with maintenance requirements.
 - J. Develop sustainability strategies utilizing the portions of the Envision[™] Rating System for Sustainable Infrastructure (www.sustainableinfrastructure.org) that are applicable to the project.

- 404 Prepare a draft report of findings at each proposed pump station location, along with an exhibit for use in stakeholder meetings. The draft report will include:
- A. Executive summary
 - B. Design data
 - C. Comparison of alternatives
 - D. Preliminary recommendations
 - E. Preliminary opinion of construction cost
 - F. Preliminary construction schedule
- The exhibit shall include the footprint of each pump station, utility extensions, access drives, and proposed temporary and permanent easement limits.
- 405 Within forty five (45) calendar days after completion of Task 303 and access to pump station sites, arrange and facilitate a half-day preliminary design workshop with WSD to present the draft preliminary engineering report and exhibits. The WSD will review the draft report within fourteen (14) calendar days, and provide the DP with input to be included in the final design documents. DP will document comments received during the workshop and any action items, and prepare workshop meeting minutes and submit to WSD within ten (10) calendar days after workshop.
- 406 Prepare a final report that incorporates and addresses draft review comments and input from the preliminary design coordination workshop with the WSD. Two printed copies and a PDF file of the final report shall be submitted to the WSD within thirty (30) calendar days of receiving comments from WSD.
- 407 Attend a stakeholder and/or public meeting #2 to present the final report and exhibit.
- A. WSD will work with DP to establish meeting date and time, and to make necessary arrangements for meeting
 - B. WLIC will distribute meeting notices and information to residents, prepared by DP and approved by WSD
 - C. Provide draft meeting agenda, presentation, and sign-up sheets for public meeting and submit to WSD for comment prior to printing. WSD will review and submit all comments to the DP within seven (7) calendar days of draft meeting agenda submittal receipt. Provide a PDF file of approved documents
 - D. As requested by WSD, prepare and present the exhibits for both pump stations and proposed project schedule to the public
 - E. Attend and assist WSD in conducting the public meeting and address technical questions posed by attendees
 - F. Prepare draft public meeting minutes and submit to the WSD. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. Minutes will be submitted to the WSD within seven (7) calendar days. The WSD will review draft minutes and provide comment within seven (7) calendar days after receipt from the DP.

TASK SERIES 500 -- DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND SPECIFICATIONS FOR REPLACEMENT OF THE PUMP STATIONS

- 501 Within sixty (60) calendar days after completion of Task 407, DP shall prepare fifty percent (50%) design schedules, drawings and specifications for review by WSD. The fifty percent (50%) design level schedules, drawings and specifications shall include, for each pump station:

- A. Proposed building layouts
 - B. Proposed building elevations
 - C. Proposed site layout with building siting, influent sewer and effluent force main alignment, electrical service, access layout, and easements
 - D. Preliminary gravity and force main sewer profiles
 - E. Identification of possible easements needed for utilities (sewer, gas, water, and electric)
 - F. Conceptual landscaping plans
 - G. Preliminary pump station demolition plans
 - H. Electrical one-line diagrams
 - I. Preliminary odor control system layout
 - J. Preliminary wetwell/pumps/piping layouts
 - K. Preliminary generator, electrical room and HVAC layouts
 - L. Screen layout and screenings conveyance and disposal
 - M. Develop pump hydraulic performance for the system curve at each pump station, minimum pump efficiencies, and pump materials.
 - N. List of necessary specifications
 - O. Preliminary opinion of construction cost
 - P. Completion of HRD documents to establish MBE/WBE goals for construction and attend Fairness in Construction Board Meeting
 - Q. Estimated construction schedule
 - R. Update of sustainability strategies
 - S. Preliminary maintenance schedule
 - T. A preliminary design memorandum
 - U. A preliminary SCADA system
- 502 The DP shall submit five 24" x 36" plans and specification hard copies and a PDF of the 50% Engineering and Architectural Plan/Design documents for review by WSD. The documents shall be presented in a monthly progress meeting. WSD will have fourteen (14) calendar days to provide comments to DP.
- 503 After approval of the 50% Engineering and Architectural Plan/ Design documents, DP shall prepare 90% design documents for review by WSD within fifty (50) calendar days after approval of the 50% Engineering and Architectural Plan/Design documents. The 90% design level shall include at a minimum the following:
- A. Draft copies of all necessary specifications (Divisions 2 through 16).
 - B. Draft copies of all necessary construction drawings.
 - C. An updated estimated opinion of construction cost.
 - D. Updated sustainability strategies.
 - E. An updated estimated schedule for construction.
- 504 DP shall submit five 24" x 36" plans and specification hard copies and a PDF of the 90% design documents for review by WSD. The documents shall be presented in a monthly progress meeting. WSD will have fourteen (14) calendar days to provide comments to DP.
- 505 DP shall incorporate review comments from WSD's review of the 90% design documents and shall prepare final design and specification documents. WSD staff shall be responsible for development of the Project Manual, including the standard "front end" documents and Divisions 1 through 16 (CSI format). The DP shall provide specification Section. 01100 – Work Summary to WSD. WSD shall submit the Project Manual to DP for review and comment prior to the final contract document review meeting.

- 603 Assist WSD staff in the preparation of addenda. DP's assistance shall be limited to preparing required revisions to documents (specifications and drawings) prepared by DP.
- 604 Provide a final construction cost opinion one week prior to the bidding of the project.
- 605 Provide additional bid phase services, including but not limited to, attendance at the bid opening, review of bids, and preparation of a recommendation of contract award for WSD.

TASK SERIES 700 -- CLOSE OUT- DESIGN

- 701 DP will review and file applicable documents required by WSD pertaining to the project and turn over required documents. DP will gather and consolidate its project files for long-term record storage. Required documents for the project close out will be submitted with DP'S final invoice within sixty (60) calendar days after bid opening

TASK SERIES 800 -- OPTIONAL SERVICES

- 801 Any work requested by WSD that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amounts, unless WSD provides written authorization to DP. Optional Services may include but are not limited to:
 - A. Perform supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement
 - B. Prepare construction specifications or details that may be required and which are not covered in the WSD's standard specifications and details
 - C. Perform a value engineering review or services, or revise deliverables arising from value engineering review
 - D. Prepare for litigation, arbitration, or other legal or administrative proceedings; or appear in court or at arbitration sessions in connection with bid protests
 - E. Revise Contract Documents or assist with re-bidding the project due to actual bid prices being greater than the WSD's budget
 - F. Follow on phases at the discretion of the Water Services Department, and after completion of this contract/project, the selected DP may be requested to provide additional services concerning the Replacement of Weatherby Lake #2 and Upper Rush Pump StationsThese services may include, but not be limited to the following
 - 1. Submittal review
 - 2. Construction phase resident project representative services
 - 3. Operation and maintenance manuals
 - 4. Meetings with local, State or Federal agencies to discuss the project, except as explicitly stated herein

ATTACHMENT B

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

ATTACHMENT C
Weatherby Lake #2 Upper Rush
Pump Station Rehabilitation
Project No. 81000623 / Contract No. 1144
Schedule of Positions Classifications

Employee Classification	Hourly Rates
Principal (I-V)	\$65.00 - \$93.00
Group Leader (I-III)	\$46.00 - \$58.00
Sr. Group Leader (I-IV)	\$63.00 - \$77.00
Project Manager (I-III)	\$39.00 - \$44.00
Sr. Project Manager (I-VI)	\$44.00 - \$62.00
Project Engr. (I-V)	\$26.00 - \$37.00
Sr. Project Engr. (I-VI)	\$37.00 - \$60.00
Engr. Intern (I-II)	\$17.00 - \$20.00
Project Designer (I-IV)	\$23.00 - \$32.00
Sr. Project Designer (I-III)	\$34.00 - \$44.00
Project Admin. (I-IV)	\$21.00 - \$30.00
Engr. Tech. (I-IV)	\$22.00 - \$28.00
Sr. Engr. Tech (I-IV)	\$26.00 - \$31.00
CAD Manager	\$39.00
Observer (I-V)	\$16.00 - \$29.00
Acct Assistant (I-III)	\$17.00 - \$23.00
Admin. Intern	\$12.00
Admin. Assistant (I-II)	\$17.00 - \$20.00
Sr. Admin. Assistant (I-II)	\$21.00 - \$25.00
Admin. Coord.	\$25.00
Offices Services Manager.	\$35.00

ATTACHMENT D

ATTACHMENT D
Weatherby Lake #2 Upper Rush
Pump Station Rehabilitation
Project No. 81000623 / Contract No. 1144
Unit Cost Schedule

Item	Rate
Car Mileage (per mile)	\$0.575
LRA Printing & Exhibits	
Black and White 11x17 Copies (each)	\$0.20
Black and White Letter Copies (each)	\$0.15
Color Bond Plots (square foot)	\$2.50
Color Copies 11X17 (each)	\$1.25
Color Copies - Letter (each)	\$0.50
Large Bond Plots - Black and White (square foot)	\$0.15
Foamboard white (24x36 or 32x40, each)	\$6.80
Foamboard black (24x36 or 32x40, each)	\$8.40
Foamboard white (40x60, each)	\$12.00
Outside Printing, Postage and Delivery	At Cost
Field Tasks	
Mobilization within 60 miles of office, ATV rig	\$500.00
ATV rig, per day	\$600.00
Support truck, per day	\$95.00
Hollow stem auger, 0' to 50', per foot	\$11.00
Shelby Tube Sample, 0' to 50', per foot	\$27.00
Standby, load and unload, Hr	\$180.00
Grout boring, ft	\$7.00
Safety cones & signage, day	\$200.00
Laboratory Testing	
Moisture content, ea	\$4.50
Extrusion, ea	\$15.00
Unit Weight, ea	\$25.00
Unconfined compression, ea	\$55.00
Atterberg limits, ea	\$70.00
1 Point triax, ea	\$150.00
Titlework, Ea	\$300.00

ATTACHMENT E

ATTACHMENT E

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 81000623

Project Title: Weatherby Lake #2 and Upper Rush Pump Station

<p>Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation (DEPARTMENT PROJECT)</p>	<p>Water Services DEPARTMENT</p>
<p>Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson (BIDDER/PROPOSAL)</p>	

STATE OF Missouri)
) ss
 COUNTY OF Jackson)

I, Mike P. McMeekin, P.E., of lawful age and upon my oath state as follows:

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

BIDDER/PROPOSER PARTICIPATION: 15% MBE 10% WBE

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

a. Name of M/WBE Firm: Custom Engineering, Inc.

Address: 12760 E. Highway 40, Independence, MO 64055

Telephone No.: (816) 350-1473

I.R.S. No.: 43-1031915

- b. Name of M/WBE Firm: Dubois Consultants, Inc.
 Address: 5737 Swope Parkway, Kansas City, MO 64130
 Telephone No.: 816-333-7700
 I.R.S. No.: 43-1494206

- c. Name of M/WBE Firm: Environmental Advisors and Engineers, Inc.
 Address: 1300 NE 112th Terrace, Kansas City, MO 64155
 Telephone No.: 913-599-4326
 I.R.S. No.: 43-1806626

- d. Name of M/WBE Firm: Trekk Design Group, LLC
 Address: 1441 East 104th, Ste 105, Kansas City, MO 64131
 Telephone No.: 913-488-4868
 I.R.S. No.: 43-1953275

- e. Name of M/WBE Firm: Vireo, LLC
 Address: 929 Walnut, Ste. 700, Kansas City, MO 64106
 Telephone No.: 816-756-5690
 I.R.S. No.: 43-1714841

- f. Name of M/WBE Firm: TSI Engineering, Inc.
 Address: 1322 Adams St., Kansas City, KS 66103
 Telephone No.: 913-749-4010
 I.R.S. No.: 43-1535463

- g. Name of M/WBE Firm: Shockey Consulting Services
 Address: 13000 W. 87th St., Pkwy #103, Lenexa, KS
 Telephone No.: 913-515-4365
 I.R.S. No.: 48-1206747

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>Custom Engineering</u>		<u>\$90,510</u>	<u>100%</u>	<u>8.62</u>
<u>Dubois Consultants</u>		<u>\$28,140</u>	<u>100%</u>	<u>2.68</u>
<u>TSi Engineering, Inc.</u>		<u>\$38,850</u>	<u>100%</u>	<u>3.7</u>
<u>TOTAL MBE \$ / TOTAL MBE %:</u>		<u>\$157,500</u>		<u>15%</u>

WBE FIRMS:

<u>Name of WBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
Environmental Advisors & Engineers, Inc.		\$67,200	100%	6.4
TREKK Design Group		\$26,250	100%	2.5
Vireo		\$5,250	100%	0.9
Shockey Consulting Services		\$6,300	100%	0.6
TOTAL WBE \$ / TOTAL WBE %:		\$105,000		10%

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

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

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
- Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
- If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Greg Kendall
Address: 9200 Ward Parkway, Suite 200
Kansas City, MO 64114
Phone Number: 816-823-7230
Facsimile Number: 816-361-0440
E-Mail Address: Greg.Kendall@LRA-inc.com

By: *Michael P. McMeekin*
Mike P. McMeekin, P.E.

Title: President
Date: 5/12/15
(ATTACH CORPORATE SEAL IF APPLICABLE)

Subscribed and sworn to before me this 12th day of May, 2015.

My Commission Expires: 11/29/2016

Rhonda Griego
Notary Public



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Mike P. McMeekin, P.E., acting in my capacity as President
(Name) *(Position with Firm)*
of Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson, with the submittal of
(Name of Firm)

this Timetable, certify that the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>504</u>	<i>(Specify)</i>			

Throughout	<u>\$262,500</u>	Beginning 1/3	<u>\$99,470</u>
Middle 1/3	<u>\$123,121</u>	Final 1/3	<u>\$39,909</u>
Beginning 1/3	<u>37.9</u> %	Middle 1/3	<u>46.9</u> %
		Final 1/3	<u>15.2</u> %

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

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

Michael P. McMeekin
(Signature)

President
(Position with Firm)

5/12/15
(Date)



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623
Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson ("Prime Contractor") agrees to enter into a contractual agreement with TSi Engineering, Inc. ("MBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

Task Series 100 Work Plan and Monthly Update support
Task Series 401 Geotechnical Investigation

for an estimated amount of \$ 38,850 or 3.7 % of the total estimated contract value.

MBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize MBE Subcontractor in the capacities indicated herein, and MBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Michael P. McMeekin
Signature: Prime Contractor

Mike P. McMeekin, P.E.
Print Name

President
Title

5/13/15
Date

Morris E. Hervey
Signature: MBE Subcontractor

Morris Hervey
Print Name

President
Title

05/11/2015
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623
Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Ryneerson & Associates, Inc. d/b/a Larkin Lamp Ryneerson ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, Inc. ("WBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

- Task Series 100 Work Plan and Monthly Update support
- Task Series 401 Topographic Survey
- Task Series 501 Boundary Survey and Legal Description preparation

for an estimated amount of \$ 26,250 or 2.5 % of the total estimated contract value.

WBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize WBE Subcontractor in the capacities indicated herein, and WBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Mike P. McMeekin
Signature: Prime Contractor
Mike P. McMeekin, P.E.
Print Name
President
Title
5/13/15
Date

Trent Robinett
Signature: WBE Subcontractor
Trent Robinett, P.E.
Print Name
Partner
Title
5/12/15
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623

Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson ("Prime Contractor") agrees to enter into a contractual agreement with Shockey Consulting Services ("WBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

Task Series 100 Work Plan and Monthly Update support
 Task Series 300 Provide assistance during public involvement stage including website update information, preparation of meeting notification, facilitate and assist in conducting public meeting, preparation of draft meeting minutes and assistance in responding to questions from property owners.

for an estimated amount of \$ 6,300 or 1.0 % of the total estimated contract value.

WBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize WBE Subcontractor in the capacities indicated herein, and WBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Michael P. McMeekin
 Signature: Prime Contractor

Mike P. McMeekin, P.E.
 Print Name

President
 Title 5/12/15
 Date

Sheila Shockey
 Signature: WBE Subcontractor

Sheila Shockey
 Print Name

President
 Title 5/12/15
 Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623

Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson ("Prime Contractor") agrees to enter into a contractual agreement with Dubois Consultants, Inc. ("MBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

- Task Series 100 Work Plan and Monthly Update support
- Task Series 500 Structural Design Services
- Task Series 600 Assist in addressing technical questions and preparing addenda during bid phase

for an estimated amount of \$ 28,140 or 2.68 % of the total estimated contract value.

MBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize MBE Subcontractor in the capacities indicated herein, and MBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Michael P. McMeekin
Signature: Prime Contractor

Mike P. McMeekin, P.E.
Print Name
President
Title
5/12/15
Date

Alamu K. Webster
Signature: MBE Subcontractor

Alamu K. Webster, P.E.
Print Name
President
Title
5/11/2015
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623
Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Ryneerson & Associates, Inc. d/b/a Larkin Lamp Ryneerson ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering, Inc. ("MBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

- Task Series 100 Work Plan and Monthly Update support
- Task Series 400 Develop pump stations electrical and HVAC alternatives and assist with preparation of preliminary engineering report.
- Task Series 500 Provide electrical and HVAC design services
- Task Series 600 Assist in addressing technical questions and preparing addenda during bid phase

for an estimated amount of \$ 90,510 or 8.62 % of the total estimated contract value.

MBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize MBE Subcontractor in the capacities indicated herein, and MBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Michael P. McMeekin
Signature: Prime Contractor

Mike P. McMeekin, P.E.
Print Name

President 5/12/15
Title Date

Joseph P. Davis
Signature: M/W/DBE Subcontractor

Joseph P. Davis, P.E., LEED AP
Print Name

Chief Executive Officer 05/11/15
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623
Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Ryneerson & Associates, Inc. d/b/a Larkin Lamp Ryneerson ("Prime Contractor") agrees to enter into a contractual agreement with Vireo, LLC ("WBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

- Task Series 100 Work Plan and Monthly Update support
- Task Series 300 Assist with exhibits and informational handouts during public meetings
- Task Series 400 Develop preliminary landscaping alternatives
- Task Series 500 Perform landscaping design services
- Task Series 600 Assist in addressing technical questions and preparing addenda during bid phase

for an estimated amount of \$ 5,250 or 0.5 % of the total estimated contract value.

WBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize WBE Subcontractor in the capacities indicated herein, and WBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Michael P. McMeekin
Signature: Prime Contractor

Mike P. McMeekin, P.E.
Print Name

President 5/12/15
Title Date

Patti Banks
Signature: WBE Subcontractor

Patti Banks
Print Name

Owner
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000623
Project title: Weatherby Lake #2 and Upper Rush Pump Station Rehabilitation

Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson ("Prime Contractor") agrees to enter into a contractual agreement with Environmental Advisors and Engineers, Inc. ("WBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

- Task Series 100 Work Plan and Monthly Update support
- Task Series 300 Assist with preparation of architectural exhibits and attend public meetings
- Task Series 400 Develop preliminary architectural alternatives and assist with preparation of preliminary engineering report.
- Task Series 500 Provide architectural design services
- Task Series 600 Assist in addressing technical questions and preparing addenda during bid phase

for an estimated amount of \$ 67,200 or 6.4 % of the total estimated contract value.

WBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize WBE Subcontractor in the capacities indicated herein, and WBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Michael P. McMeekin
Signature: Prime Contractor

Mike P. McMeekin, P.E.
Print Name

President 5/12/15
Title Date

Robert Bens
Signature: WBE Subcontractor

Robert Bens
Print Name

Vice President 5/11/15
Title Date



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

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

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

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

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

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

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

b. _____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
_____ % MBE _____ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

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

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
COUNTY OF _____)SS

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

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

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

3 (✓) ___ Prevailing wage does not apply; or

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____

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

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT G

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 12th day of May, 2015, before me appeared Mike P. McMeekin, P.E., personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the President (title) of Lamp, Rynearson & Associates, Inc., d/b/a/ Larkin Lamp Rynearson (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

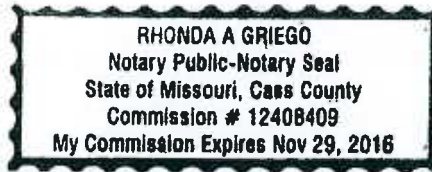
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Michael R. MS Meekins
Affiant's signature

Subscribed and sworn to before me this 12th day of May, 2015.

Rhonda Griego
Notary Public

My Commission expires:



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: Custom Engineering, Inc. Joe Davis, P.E., LEED AP Chief Executive Officer Email: jtdavis@customengr.com	Address: 12760 E. Highway 40 Independence, Mo 64055 Phone: (816) 350-1473 Fax: (816) 350-1579
2.	Name: Dubois Consultants, Inc. Ajamu Webster, P.E. President Email: awebster@duboisengrs.com	Address: 5737 Swope Parkway Kansas City, Mo 64130 Phone: (816) 333-7700 Fax: (816) 333-7722
3.	Name: Environmental Advisors and Engineers, Inc. Jill Biesma, P.E. President Email: jbiesma@eaei.com	Address: 19211 W. 64 th Terrace Shawnee, Ks 66218 Phone: (913) 599-4326 Fax: (913) 631-6011
4.	Name: TREKK Design Group, LLC Trent Robinett, P.E. Partner Email: trobinett@trekkdesigngroup.com	Address: 1441 E. 104 th St. Suite 105 Kansas City, Mo 64130 Phone: (816) 874-4655 Fax: (816) 874-4675
5.	Name: Vireo, LCC Craig Rhodes, PLA Principal Email: craig@bevireo.com	Address: 929 Walnut, Suite 700 Kansas City, Mo 64106 Phone: (816) 756-5690 Fax: (816) 756-1606
6.	Name: Tsi Engineering Kevin Friedrichs, PE Project Manager Email: kfriedrichs@tsi-engineering.com	Address: 1322 Adams Street Kansas City, Ks 66103 Phone: (913) 749-4010 Fax: (913) 749-4011
7.	Name: Shockcy Consulting Services Sheila Shockcy President Email: sheila@shockcyconsulting.com	Address: 13000 W. 87 th Street Parkway, #103 Lenexa, Ks 66215 Phone: (913) 248-9585 Fax: (913) 248-9585
8.	Name: Mid America Consultants, Inc. Ken Ludwig, P.E. President Email: kludwig@midamconl.com	Address: 9212 Nieman Road Overland Park, Ks 66214 Phone: (913) 888-6767 Ext 201 Fax: (913) 888-6769

Contractor – Company Name: Lamp Rynearson and Associates, Inc. d/b/a
Subcontractor List Non-Construction 112309

Larkin Lamp Rynearson

Submitted By: Greg S. Kendall, P.E.
Title: Senior Project Manager
Telephone No.: (816) 823-7230
Fax No.: (816) 361-0045
E-mail: greg.kendall@LRA-inc.com
Date: May 12, 2015

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 12th day of May, 2015, before me appeared Mike P. McMeekin, P.E., personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the President (title) of Lamp, Rynearson & Associates, Inc., d/b/a/ Larkin Lamp Rynearson (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Company ID Number: 297612

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **LAMP, RYNEARSON & ASSOCIATES, INC.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by 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).

Company ID Number: 297612

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

Employer **LAMP, RYNEARSON & ASSOCIATES, INC.**

LOREN M STEENSON

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/19/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/19/2010

Date

DESIGN PROFESSIONAL SERVICES
NO COST AMENDMENT NO. 1
CONTRACT NO. 1144 PROJECT NO. 81000623
PROJECT TITLE – UPPER RUSH AND WEATHERBY #2 PUMP STATION
REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Lamp Rynearson & Associates d/b/a Lamp Rynearson, Inc.** (Design Professional). The parties amend the Agreement entered into on August 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 7, 2015 in the amount of \$1,050,000.00 and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$208,732,29 monies that was not used in the original total contract amount to \$1,050,000.00; and

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

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

A. Add the following section(s):

- a. Under Attachment A1 – Scope of Services, add Attachment A1 Scope of Services for Construction Phase Services, attached herein.
- b. Under Attachment C2 Engineering Fee Summary and Schedule for Position Classifications for Amendment No1.

B. Delete the following section(s):

- a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the following Design Professional Services Part II, Standard Terms and conditions.
- b. Delete Sec.4, Compensation and Reimbursables and replace with the following Sec.4 Compensation and Reimbursable:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,050,000.00 as follows:

1. \$ 646,947.00 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 and Approved

Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Sub-contractor List Non-Construction” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C1**.

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

- a. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$403,083.00 . The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
- b. Design Professional’s maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$0.00 for Optional Services not yet authorized by the City that may be required throughout the course of the 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.
- c. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C1**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
- d. City may revise the Design Professional’s Basic Services defined in **Attachment A1** by written authorization to the Design Professional to

reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.

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

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A1** 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 a monthly project status report with each monthly invoice containing the information defined in **Attachment A1**. 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, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: October 26, 2023

Anthony P. O'Malley

Title:

Office Leader

KANSAS CITY, MISSOURI

By:

Date: 11/9/2023

DocuSigned by:
Jeff Martin
756D1017BA554BC...

Title:

Chief Engineering officer

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.

N/A
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. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

ATTACHMENT A1

**SCOPE OF SERVICES
ADDITIONAL DESIGN PHASE SERVICES**

DESIGN PROFESSIONAL: LAMP RYNEARSON & ASSOCIATES, currently
LAMP RYNEARSON, INC.

OWNER: CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

PROJECT: UPPER RUSH AND WEATHERBY #2 PUMP
STATION REHABILITATION

WSD CONTRACT NO: AMENDMENT NO. 1 TO CONTRACT NO. 1144

WSD PROJECT NO: 81000623

III. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the additional design phase services to be provided by DESIGN PROFESSIONAL to facilitate Rehabilitation of the Upper Rush and Weatherby #2 pump stations located in Weatherby Lake in Platte County, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to rehabilitate the Upper Rush and Weatherby #2 pump stations.
- B. Background Information. The DESIGN PROFESSIONAL has developed Construction Contract Documents for the rehabilitation of the Upper Rush and Weatherby #2 pump stations and under this Amendment No. 1, the CITY is contracting with DESIGN PROFESSIONAL to update the Contract Documents.
- C. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series. Additional design phase services include surveying areas that have changed since original design, updating the project cost estimate, and reviewing plans and specifications to ensure they are up to date.

Design Phase Services Additional Services in Task Series

- 1. Task Series 100 – Project Management and Administration.
- 2. Task Series 401 –Topographic Survey of Lot 6 of Lakeside Estates area that has been changed since original topographic survey

3. Task Series 507 – Review and update the September 15, 2017, final plans and specifications for the project along with updating engineer’s opinion of probable construction cost.

IV. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY:
 1. Task Series 100. DESIGN PROFESSIONAL shall submit revised final construction documents within one hundred fifty (150) calendar days after notice to proceed by City. Two additional meetings will be held. The first meeting shall be held within 30 days after notice to proceed. Final documents shall be submitted to the City within 150 days after notice to proceed. City shall review final documents within fourteen (14) calendar days. A second meeting shall be held within 14 days of receipt of WSD comments on final documents.
 2. Task Series 401. DESIGN PROFESSIONAL shall complete this Task Series 401 within ninety (90) calendar days after notice to proceed by City. A topographic survey of Lot 6 of the Corrective Platte of Lakeside Estates that will be affected by the project will be performed.
 3. Task Series 507. DESIGN PROFESSIONAL shall submit revised final construction documents within one hundred fifty (150) calendar days after notice to proceed by City and shall modify per comments received from the City within fourteen (14) calendar days thereafter.
 4. DESIGN PROFESSIONAL’s completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY. Schedule extensions shall be treated as an optional service.

V. BASIC SCOPE OF SERVICES FOR ADDITIONAL DESIGN PHASE SERVICES

The following Task Series describe the Basic Scope of Services for additional Design Phase Services to be provided by the DESIGN PROFESSIONAL under the Project. These services are to update final construction documents for bid phase.

TASK SERIES 100 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 in the original contract. The management task listed below shall be provided by DESIGN PROFESSIONAL.

Task 101 Monthly Status Reports

Monthly status reports and invoicing for the additional time of service to complete Task Series 500 Construction Documents, Task Series 600 Biding Phase, and Task Series 700 Close-out Design. Five additional invoices and status reports are estimated along with an estimated five invoices during Task's 600 and 700 for a total of ten monthly invoices prior to authorization of Construction Phase Amendment.

Task 102 Monthly Meetings

DESIGN PROFESSIONAL shall organize and attend two additional project meetings. The first meeting will be a project restart kick off meeting with the City and project team to review project status and project review that is anticipated to prepare the contract documents for advertisement. A second meeting shall be held to review completed contract documents and the revised cost opinion.

TASK SERIES 400 PRELIMINARY ENGINEERING REPORT

Task 401 Topographic Survey

DESIGN PROFESSIONAL shall perform a topographic survey of the modifications that have been made to Lot 6 of the Corrective Platte of Lakeside Estates, otherwise known as 9102 NW 81st St, since the original topographic survey that will have an impact on the project construction and cost.

TASK SERIES 500 DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND SPECIFICATIONS FOR REPLACEMENT OF THE PUMP STATIONS

Task 507 Prepare Final Contract Documents

DESIGN PROFESSIONAL shall review and update the previously submitted final project specifications and drawings dated 9/15/2017. Revised standards shall be incorporated, specifications for updated products shall be revised, and substitutions shall be made for materials or equipment no longer available. Additional changes include updating SCADA system specifications to current WSD standard; and if space is available, the portable generator connections shall be replaced with a permanent backup generator at each pump station. DESIGN PROFESSIONAL shall review and update the project's Engineer's Opinion of Probable Construction Cost. Note that the budget does not include major changes to the buildings or site layout that could result from changes in changes in sizes/layout of major equipment since the original design. DP shall notify WSD if major changes are identified, and an additional meeting will be required to discuss and plan for a solution.

WSD shall provide revised standards and specifications within 7 days of NTP.

Final 100% Revised Construction Documents will be submitted to WSD for review.

Task 508 WSD Review

WSD will review and submit comments to DP within 14 calendar days after receiving the final contract documents.

Task 510 Final Revised Construction Documents

DP shall submit final Construction Contract Documents for bidding as PDFs within fourteen (14) calendar days after receipt of comments from WSD on the 100% Revised Documents.

Note: Task Series 600 Biding Phase, Task Series 700 Close Out-Design, and Task Series 800 Optional Services Scope of Services are unchanged from the original contract. Task Series 600 and 700 budgets have been updated with current rates.

(End of Scope of Services)

ATTACHMENT C

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



Weatherby #2 & Upper Rush Pump Stations
 ESTIMATE FOR RESTART DESIGN AMENDMENT NO. 1 - OPTIONAL SERVICES AND RATE TABLE
 WSD Project / Contract No's: 81000833 / CN 1508
 LR Project No: 0315037.01 / WSD No. 81000623 / Design Professional Contract No. 1144
 Revised 10/9/2023

NOTE - Design phase estimate to finish does not include major building layout or site layout due to changes in equipment designed selection, size of equipment, or layout of major equipment.

9001 State Line Rd, Suite 200 Kansas City, MO 64114 816.361.0440 LampRynearson.com		DP Classification: Raw Labor Hourly Rate Est. midpoint 2 years										DP Raw Labor	DP Expenses	SUBCONSULTANTS	WBE VIREO Landscape Arch	WBE EAE Arch	MBE DuBois Structural Design	MBE Custom Elect.	MidAmerica Controls (Not W/MBE)
		Office Leader	Group Leader	Sr. Project Manager	Office Service Manager	Sr. Project Engineer	Project Engineer (EIT)	Design Technician	Project Admin.	Survey Crew	hrs. per item	fee per item							
		\$98.00	\$86.00	\$75.00	\$47.00	\$45.00	\$41.00	\$42.00	\$32.00	\$85.00									
DESIGN SERVICES THROUGH TASK 700																			
Task Series 100 - Project Management & Administration		4	42	104	6	20	0	0	6		182	\$ 13,178	\$ 100		\$ 1,177.00	\$ 734.00	\$ 769	\$ 1,010	\$ 950
101	Monthly status report, Invoicing & M/WBE reporting (est. 6 to bid plus 1 after bid) & eB upload.			7	6				3		16	\$903							
102	Monthly progress meeting (restart kick-off with subs & City; 5 monthly)		4	10		12			3		29	\$1,730	\$100						
103	Scheduling/Oversight - subconsultant contract amendments & coordination; Client communications & meetings. (Including Amendment 1 and 2 preparation, up to 6 subcontractor amendments and coordination)	4	38	87		8					137	\$10,545							
Task Series 200,300, & 400 are complete																			
Task Series 500 - Construction Drawings & Specifications		0	0	42	0	122	0	96	20	55	335	\$ 17,987	\$ 85		\$ 4,248	\$ 5,757	\$ 8,413	\$ 11,664	\$ 2,550
New Task 511 - Check and modify Construction Documents from 9/15/2017 set																			
Check items such as current code, availability of equipment, current contacts for City & utilities, minor updates to plan sheets. Note significant changes in equipment size, power requirements, weights, or changes at the sites or areas of planned construction or other items that require modifications to the plan sheets are not included in this estimate.																			
Additional Survey for landscaped area - incorporate purchase into plan set				2		4		12			73	\$5,509							
Plan in Hand Field Check of 2017 documents with Client Representative				8		8					16	\$960	\$85.33						
Landscape Design - Additional Landscape design, Plan & Spec review, Revise border & Reseal documents, cost estimate update,				2				2			4	\$234							
Manufacturer coordination on equipment - availability, specifications checked/updated, updated budgets from representatives, confirmation of power and space requirements if slight model changes.				8		40					48	\$2,400							
Specification Review, update with changes (Amendment No. 2 split budget)				6		30			20		56	\$2,440							
Cost estimate update with subconsultant coordination (Amendment No. 2 budget)											0	\$0							
Construction Drawings updates (cover sheet, contacts/references, land purchase, new sheet border for all sheets, resign sheets, etc.) Total 137 sheets. (Amendment No. 2 split budget)				16		40		82			138	\$6,444							
QC check of final set and specifications (Amendment No. 2 budget)											0	\$0							
Additional Survey for landscaped area - incorporate purchase into plan set											0	\$0							
Genset redesign (Amendment No. 2 budget)											0	\$0							
Controls/ fiber optic. (Amendment No. 2 budget)											0	\$0							
Task Series 600 - Bidding Phase - Amendment No. 2 budget		0	0	0	0	0	0	0	0	0	0	\$0							
Task Series 700 - Close Out Design - Amendment No. 2 budget											0	\$0							
Subtotal of hours per associate		4	42	146	6	142	0	96	26	55	517	\$ 31,165	\$ 185		\$ 5,425	\$ 6,491	\$ 9,182	\$ 12,674	\$ 3,500
Subtotal of labor fee per associate		\$ 392	\$ 3,612	\$ 10,950	\$ 282	\$ 6,390	\$ -	\$ 4,032	\$ 832	\$ 4,675									
											Labor x KCMO Multiplier	3.04	\$94,742	Sub Labor x 3.04	\$16,492	\$19,731	\$27,913	\$38,529	\$10,640
											Subcontractor & DP Reimbursable Expenses		\$113,991	Sub Expenses	\$100	\$100	\$100	\$100	\$100
											DP Labor + Reimbursables		\$208,732	Total Sub	\$16,592	\$19,831	\$28,013	\$38,629	\$10,740

Maximum Contract Amount	\$1,050,000
DP Labor	\$552,175
Subconsultants & DP Expenses	\$392,795
Original Optional Services	\$105,030
Authorized Optional Services	\$12,445
Remaining Optional services	\$92,585
Current Authorized Contract Amount	\$957,415
Design Phase (spent to date, billed \$841,267.71 Inv. 29, through 9/1/2018).	\$841,268
DESIGN PHASE EST. to available budget, not completed	\$208,732
Total Estimate to Finish Design/Bid	\$1,050,000
Maximum Contract Amount	\$1,050,000
Additional funds (+) / Under estimate (-)	\$0
Authorize all optional services + the Additional Funds	

MBE to date	WBE to date
Custom Design \$ 102,636	Trekk \$ 55,328
DuBois \$ 33,024	EAE \$ 102,116
TSi \$ 32,114	Vireo \$ 9,615
	Shockey \$ 10,179
MBE Total Design \$ 167,773	WBE Total Design \$ 177,238
MBE Est to finish design \$ 66,642	WBE Est. to finish design \$ 66,642
Est. MBE design total \$ 234,415	Est. WBE design total \$ 243,880
MBE Goal 15.0%	WBE Goal 10.0%
MBE After Design Phase 22.3%	WBE After Design Phase 23.2%

WBE TO FINISH DESIGN
\$36,423.12

MBE TO FINISH DESIGN
\$66,642.24

ATTACHMENT C

SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Office Leader (I-III)	\$75.00 to \$110.00
Sr. Group Leader (I-IV)	\$70.00 to \$100.00
Group Leader (I-IV)	\$55.00 to \$75.00
Practice Lead (I-IV)	\$50.00 to \$95.00
Sr. Project Manager (I-VII)	\$50.00 to \$90.00
Project Manager (I-VI)	\$40.00 to \$70.00
Technical Expert (I-IV)	\$65.00 to \$105.00
Sr. Project Engineer (I-VIII)	\$43.00 to \$86.00
Project Engineer (I-V)	\$33.00 to \$52.00
Project Architect	\$40.00 to \$50.00
Engineering Intern (I-II)	\$20.00 to \$30.00
Sr. Land Planner (I-III)	\$40.00 to \$55.00
Land Planner (I-III)	\$30.00 to \$45.00
Sr. Landscape Architect (I-V)	\$40.00 to \$70.00
Landscape Architect (I-IV)	\$30.00 to \$45.00
GIS Specialist (I-III)	\$25.00 to \$35.00
Sr. GIS Specialist (I-III)	\$30.00 to \$45.00
GIS Manager	\$50.00 to \$60.00
3D Application Specialist (I-IV)	\$35.00 to \$50.00
3D Technician (I-III)	\$30.00 to \$45.00
Sr. Project Designer (I-IV)	\$40.00 to \$55.00
Project Designer (I-V)	\$26.00 to \$40.00
Project Administrator (I-IV)	\$23.00 to \$40.00
Sr. Engineer Tech (I-IV)	\$30.00 to \$45.00
Engineer Tech. (I-IV)	\$23.00 to \$38.00
Administrative Intern	\$15.00 to \$20.00
Administrative Assistant (I-II)	\$19.00 to \$26.00
Sr. Admin. Assistant (I-III)	\$25.00 to \$32.00
Offices Services Manager	\$39.00 to \$49.00
Survey Technician (I-II)	\$25.00 to \$35.00
Sr. Survey Technician (I-III)	\$35.00 to \$45.00
Land Surveyor (I-III)	\$39.00 to \$59.00
Sr. Land Surveyor (I-II)	\$57.00 to \$75.00
Party Chief (I-III)	\$30.00 to \$45.00
Survey Field Technician (I-III)	\$28.00 to \$38.00
Observer (I-V)	\$20.00 to \$40.00

ATTACHMENT C-1

SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Office Leader (I-III)	\$75.00 to \$110.00
Sr. Group Leader (I-IV)	\$70.00 to \$100.00
Group Leader (I-IV)	\$55.00 to \$75.00
Practice Lead (I-IV)	\$50.00 to \$95.00
Sr. Project Manager (I-VII)	\$50.00 to \$90.00
Project Manager (I-VI)	\$40.00 to \$70.00
Technical Expert (I-IV)	\$65.00 to \$105.00
Sr. Project Engineer (I-VIII)	\$43.00 to \$86.00
Project Engineer (I-V)	\$33.00 to \$52.00
Project Architect	\$40.00 to \$50.00
Engineering Intern (I-II)	\$20.00 to \$30.00
Sr. Land Planner (I-III)	\$40.00 to \$55.00
Land Planner (I-III)	\$30.00 to \$45.00
Sr. Landscape Architect (I-V)	\$40.00 to \$70.00
Landscape Architect (I-IV)	\$30.00 to \$45.00
GIS Specialist (I-III)	\$25.00 to \$35.00
Sr. GIS Specialist (I-III)	\$30.00 to \$45.00
GIS Manager	\$50.00 to \$60.00
3D Application Specialist (I-IV)	\$35.00 to \$50.00
3D Technician (I-III)	\$30.00 to \$45.00
Sr. Project Designer (I-IV)	\$40.00 to \$55.00
Project Designer (I-V)	\$26.00 to \$40.00
Project Administrator (I-IV)	\$23.00 to \$40.00
Sr. Engineer Tech (I-IV)	\$30.00 to \$45.00
Engineer Tech. (I-IV)	\$23.00 to \$38.00
Administrative Intern	\$15.00 to \$20.00
Administrative Assistant (I-II)	\$19.00 to \$26.00
Sr. Admin. Assistant (I-III)	\$25.00 to \$32.00
Offices Services Manager	\$39.00 to \$49.00
Survey Technician (I-II)	\$25.00 to \$35.00
Sr. Survey Technician (I-III)	\$35.00 to \$45.00
Land Surveyor (I-III)	\$39.00 to \$59.00
Sr. Land Surveyor (I-II)	\$57.00 to \$75.00
Party Chief (I-III)	\$30.00 to \$45.00
Survey Field Technician (I-III)	\$28.00 to \$38.00
Observer (I-V)	\$20.00 to \$40.00

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Custom Engineering, Inc. Joe Davis, P.E, LEED AP Chief Executive Officer Email: jtdavis@customengr.com	Address: 12760 E. Highway 40 Independence, MO 64055 Phone: (816) 350-1473 Fax: (816) 350-1579
2.	Name: Dubois Consultants, Inc. Cervante Sudduth President Email: awebster@duboisengrs.com	Address: 5737 Swope Parkway Kansas City, MO 64130 Phone: (816) 333-7700 Fax: (816) 333-7722
3.	Name: Environmental Advisors and Engineers, Inc. Jill Biesma, P.E. President Email: jbiesma@eaei.com	Address: 19211 W. 64 th Terrace Shawnee, KS 66218 Phone: (913) 599-4326 Fax: (913) 631-6011
4.	Name: Vireo, LCC Craig Rhodes, PLA Principal Email: trobinnett@trekkdesigngroup.com	Address: 929 Walnut, Ste. 700 Kansas City, MO 64106 Phone: (816) 756-5690 Fax: (816) 756-1606
5.	Name: Mid America Consultants, Inc. Ken Ludwig, P.E. President Email: kludwig@midamconi.com	Address: 9212 Neiman Road Overland Park, KS 66214 Phone: (913) 888-6767 Ext 201 Fax: (913) 888-6769

Submitted By: Lamp Rynearson
 Laura Gray, P.E.
 Title: Wastewater Practice Lead
Telephone No.: (816) 823-7244
 E-mail: laura.gray@lamprynearson.com
 Date: October 13, 2023

Company ID Number: 297612

**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 LAMP RYNEARSON, INC. (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.

Company ID Number: 297612

Approved by:

Employer LAMP RYNEARSON, INC.	
Name (Please Type or Print) LOREN M STEENSON	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010

DESIGN PROFESSIONAL SERVICES
NO COST AMENDMENT NO. 1
CONTRACT NO. 1144 PROJECT NO. 81000623
PROJECT TITLE – UPPER RUSH AND WEATHERBY #2 PUMP STATION
REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Lamp Rynearson & Associates d/b/a Lamp Rynearson, Inc.** (Design Professional). The parties amend the Agreement entered into on August 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 7, 2015 in the amount of \$1,050,000.00 and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$208,732,29 monies that was not used in the original total contract amount to \$1,050,000.00; and

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

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

- A. Add the following section(s):
 - a. Under Attachment A1 – Scope of Services, add Attachment A1 Scope of Services for Construction Phase Services, attached herein.
 - b. Under Attachment C2 Engineering Fee Summary and Schedule for Position Classifications for Amendment No1.

- B. Delete the following section(s):
 - a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the following Design Professional Services Part II, Standard Terms and conditions.
 - b. Delete Sec.4, Compensation and Reimbursables and replace with the following Sec.4 Compensation and Reimbursable:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,050,000.00 as follows:
 - 1. \$ 646,947.00 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 and Approved

Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Sub-contractor List Non-Construction” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C1**.

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

- a. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed **\$403,083.00** . The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
- b. Design Professional’s maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$0.00** for Optional Services not yet authorized by the City that may be required throughout the course of the 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.
- c. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C1**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
- d. City may revise the Design Professional’s Basic Services defined in **Attachment A1** by written authorization to the Design Professional to

reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.

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

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A1** 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 a monthly project status report with each monthly invoice containing the information defined in **Attachment A1**. 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, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: October 26, 2023

Anthony P. O'Malley

Title:

Office Leader

KANSAS CITY, MISSOURI

By:

Date: 11/9/2023

DocuSigned by:
Jeff Martin
756D1017BA554BC...

Title:

Chief Engineering officer

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.

N/A
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. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

ATTACHMENT A1

**SCOPE OF SERVICES
ADDITIONAL DESIGN PHASE SERVICES**

DESIGN PROFESSIONAL: LAMP RYNEARSON & ASSOCIATES, currently
LAMP RYNEARSON, INC.

OWNER: CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

PROJECT: UPPER RUSH AND WEATHERBY #2 PUMP
STATION REHABILITATION

WSD CONTRACT NO: AMENDMENT NO. 1 TO CONTRACT NO. 1144

WSD PROJECT NO: 81000623

III. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the additional design phase services to be provided by DESIGN PROFESSIONAL to facilitate Rehabilitation of the Upper Rush and Weatherby #2 pump stations located in Weatherby Lake in Platte County, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to rehabilitate the Upper Rush and Weatherby #2 pump stations.
- B. Background Information. The DESIGN PROFESSIONAL has developed Construction Contract Documents for the rehabilitation of the Upper Rush and Weatherby #2 pump stations and under this Amendment No. 1, the CITY is contracting with DESIGN PROFESSIONAL to update the Contract Documents.
- C. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series. Additional design phase services include surveying areas that have changed since original design, updating the project cost estimate, and reviewing plans and specifications to ensure they are up to date.

Design Phase Services Additional Services in Task Series

- 1. Task Series 100 – Project Management and Administration.
- 2. Task Series 401 –Topographic Survey of Lot 6 of Lakeside Estates area that has been changed since original topographic survey

3. Task Series 507 – Review and update the September 15, 2017, final plans and specifications for the project along with updating engineer’s opinion of probable construction cost.

IV. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY:
 1. Task Series 100. DESIGN PROFESSIONAL shall submit revised final construction documents within one hundred fifty (150) calendar days after notice to proceed by City. Two additional meetings will be held. The first meeting shall be held within 30 days after notice to proceed. Final documents shall be submitted to the City within 150 days after notice to proceed. City shall review final documents within fourteen (14) calendar days. A second meeting shall be held within 14 days of receipt of WSD comments on final documents.
 2. Task Series 401. DESIGN PROFESSIONAL shall complete this Task Series 401 within ninety (90) calendar days after notice to proceed by City. A topographic survey of Lot 6 of the Corrective Platte of Lakeside Estates that will be affected by the project will be performed.
 3. Task Series 507. DESIGN PROFESSIONAL shall submit revised final construction documents within one hundred fifty (150) calendar days after notice to proceed by City and shall modify per comments received from the City within fourteen (14) calendar days thereafter.
 4. DESIGN PROFESSIONAL’s completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY. Schedule extensions shall be treated as an optional service.

V. BASIC SCOPE OF SERVICES FOR ADDITIONAL DESIGN PHASE SERVICES

The following Task Series describe the Basic Scope of Services for additional Design Phase Services to be provided by the DESIGN PROFESSIONAL under the Project. These services are to update final construction documents for bid phase.

TASK SERIES 100 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 in the original contract. The management task listed below shall be provided by DESIGN PROFESSIONAL.

Task 101 Monthly Status Reports

Monthly status reports and invoicing for the additional time of service to complete Task Series 500 Construction Documents, Task Series 600 Biding Phase, and Task Series 700 Close-out Design. Five additional invoices and status reports are estimated along with an estimated five invoices during Task's 600 and 700 for a total of ten monthly invoices prior to authorization of Construction Phase Amendment.

Task 102 Monthly Meetings

DESIGN PROFESSIONAL shall organize and attend two additional project meetings. The first meeting will be a project restart kick off meeting with the City and project team to review project status and project review that is anticipated to prepare the contract documents for advertisement. A second meeting shall be held to review completed contract documents and the revised cost opinion.

TASK SERIES 400 PRELIMINARY ENGINEERING REPORT

Task 401 Topographic Survey

DESIGN PROFESSIONAL shall perform a topographic survey of the modifications that have been made to Lot 6 of the Corrective Platte of Lakeside Estates, otherwise known as 9102 NW 81st St, since the original topographic survey that will have an impact on the project construction and cost.

TASK SERIES 500 DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND SPECIFICATIONS FOR REPLACEMENT OF THE PUMP STATIONS

Task 507 Prepare Final Contract Documents

DESIGN PROFESSIONAL shall review and update the previously submitted final project specifications and drawings dated 9/15/2017. Revised standards shall be incorporated, specifications for updated products shall be revised, and substitutions shall be made for materials or equipment no longer available. Additional changes include updating SCADA system specifications to current WSD standard; and if space is available, the portable generator connections shall be replaced with a permanent backup generator at each pump station. DESIGN PROFESSIONAL shall review and update the project's Engineer's Opinion of Probable Construction Cost. Note that the budget does not include major changes to the buildings or site layout that could result from changes in changes in sizes/layout of major equipment since the original design. DP shall notify WSD if major changes are identified, and an additional meeting will be required to discuss and plan for a solution.

WSD shall provide revised standards and specifications within 7 days of NTP.

Final 100% Revised Construction Documents will be submitted to WSD for review.

Task 508 WSD Review

WSD will review and submit comments to DP within 14 calendar days after receiving the final contract documents.

Task 510 Final Revised Construction Documents

DP shall submit final Construction Contract Documents for bidding as PDFs within fourteen (14) calendar days after receipt of comments from WSD on the 100% Revised Documents.

Note: Task Series 600 Biding Phase, Task Series 700 Close Out-Design, and Task Series 800 Optional Services Scope of Services are unchanged from the original contract. Task Series 600 and 700 budgets have been updated with current rates.

(End of Scope of Services)

ATTACHMENT C

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



Weatherby #2 & Upper Rush Pump Stations
 ESTIMATE FOR RESTART DESIGN AMENDMENT NO. 1 - OPTIONAL SERVICES AND RATE TABLE
 WSD Project / Contract No's: 81000833 / CN 1508
 LR Project No: 0315037.01 / WSD No. 81000623 / Design Professional Contract No. 1144
 Revised 10/9/2023

NOTE - Design phase estimate to finish does not include major building layout or site layout due to changes in equipment designed selection, size of equipment, or layout of major equipment.

9001 State Line Rd, Suite 200 Kansas City, MO 64114 816.361.0440 LampRynearson.com		DP Classification: Raw Labor Hourly Rate Est. midpoint 2 years										DP Raw Labor	DP Expenses	SUBCONSULTANTS	WBE VIREO Landscape Arch	WBE EAE Arch	MBE DuBois Structural Design	MBE Custom Elect.	MidAmerica Controls (Not W/MBE)
		Office Leader	Group Leader	Sr. Project Manager	Office Service Manager	Sr. Project Engineer	Project Engineer (EIT)	Design Technician	Project Admin.	Survey Crew	hrs. per item	fee per item							
		\$98.00	\$86.00	\$75.00	\$47.00	\$45.00	\$41.00	\$42.00	\$32.00	\$85.00									
DESIGN SERVICES THROUGH TASK 700																			
Task Series 100 - Project Management & Administration		4	42	104	6	20	0	0	6		182	\$ 13,178	\$ 100		\$ 1,177.00	\$ 734.00	\$ 769	\$ 1,010	\$ 950
101	Monthly status report, Invoicing & M/WBE reporting (est. 6 to bid plus 1 after bid) & eB upload.			7	6				3		16	\$903							
102	Monthly progress meeting (restart kick-off with subs & City; 5 monthly)		4	10		12			3		29	\$1,730	\$100						
103	Scheduling/Oversight - subconsultant contract amendments & coordination; Client communications & meetings. (Including Amendment 1 and 2 preparation, up to 6 subcontractor amendments and coordination)	4	38	87		8					137	\$10,545							
Task Series 200,300, & 400 are complete																			
Task Series 500 - Construction Drawings & Specifications		0	0	42	0	122	0	96	20	55	335	\$ 17,987	\$ 85		\$ 4,248	\$ 5,757	\$ 8,413	\$ 11,664	\$ 2,550
New Task 511 - Check and modify Construction Documents from 9/15/2017 set																			
Check items such as current code, availability of equipment, current contacts for City & utilities, minor updates to plan sheets. Note significant changes in equipment size, power requirements, weights, or changes at the sites or areas of planned construction or other items that require modifications to the plan sheets are not included in this estimate.																			
Additional Survey for landscaped area - incorporate purchase into plan set				2		4		12			73	\$5,509							
Plan in Hand Field Check of 2017 documents with Client Representative				8		8					16	\$960	\$85.33						
Landscape Design - Additional Landscape design, Plan & Spec review, Revise border & Reseal documents, cost estimate update,				2				2			4	\$234							
Manufacturer coordination on equipment - availability, specifications checked/updated, updated budgets from representatives, confirmation of power and space requirements if slight model changes.				8		40					48	\$2,400							
Specification Review, update with changes (Amendment No. 2 split budget)				6		30			20		56	\$2,440							
Cost estimate update with subconsultant coordination (Amendment No. 2 budget)											0	\$0							
Construction Drawings updates (cover sheet, contacts/references, land purchase, new sheet border for all sheets, resign sheets, etc.) Total 137 sheets. (Amendment No. 2 split budget)				16		40		82			138	\$6,444							
QC check of final set and specifications (Amendment No. 2 budget)											0	\$0							
Additional Survey for landscaped area - incorporate purchase into plan set											0	\$0							
Genset redesign (Amendment No. 2 budget)											0	\$0							
Controls/ fiber optic. (Amendment No. 2 budget)											0	\$0							
Task Series 600 - Bidding Phase - Amendment No. 2 budget		0	0	0	0	0	0	0	0	0	0	\$0							
Task Series 700 - Close Out Design - Amendment No. 2 budget											0	\$0							
Subtotal of hours per associate		4	42	146	6	142	0	96	26	55	517	\$ 31,165	\$ 185		\$ 5,425	\$ 6,491	\$ 9,182	\$ 12,674	\$ 3,500
Subtotal of labor fee per associate		\$ 392	\$ 3,612	\$ 10,950	\$ 282	\$ 6,390	\$ -	\$ 4,032	\$ 832	\$ 4,675									
											Labor x KCMO Multiplier	3.04	\$94,742	Sub Labor x 3.04	\$16,492	\$19,731	\$27,913	\$38,529	\$10,640
											Subcontractor & DP Reimbursable Expenses		\$113,991	Sub Expenses	\$100	\$100	\$100	\$100	\$100
											DP Labor + Reimbursables		\$208,732	Total Sub	\$16,592	\$19,831	\$28,013	\$38,629	\$10,740

Maximum Contract Amount	\$1,050,000
DP Labor	\$552,175
Subconsultants & DP Expenses	\$392,795
Original Optional Services	\$105,030
Authorized Optional Services	\$12,445
Remaining Optional services	\$92,585
Current Authorized Contract Amount	\$957,415
Design Phase (spent to date, billed \$841,267.71 Inv. 29, through 9/1/2018).	\$841,268
DESIGN PHASE EST. to available budget, not completed	\$208,732
Total Estimate to Finish Design/Bid	\$1,050,000
Maximum Contract Amount	\$1,050,000
Additional funds (+) / Under estimate (-)	\$0
Authorize all optional services + the Additional Funds	

MBE to date	WBE to date
Custom Design \$ 102,636	Trekk \$ 55,328
DuBois \$ 33,024	EAE \$ 102,116
TSi \$ 32,114	Vireo \$ 9,615
	Shockey \$ 10,179
MBE Total Design \$ 167,773	WBE Total Design \$ 177,238
MBE Est to finish design \$ 66,642	WBE Est. to finish design \$ 66,642
Est. MBE design total \$ 234,415	Est. WBE design total \$ 243,880
MBE Goal 15.0%	WBE Goal 10.0%
MBE After Design Phase 22.3%	WBE After Design Phase 23.2%

WBE TO FINISH DESIGN
\$36,423.12

MBE TO FINISH DESIGN
\$66,642.24

ATTACHMENT C

SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Office Leader (I-III)	\$75.00 to \$110.00
Sr. Group Leader (I-IV)	\$70.00 to \$100.00
Group Leader (I-IV)	\$55.00 to \$75.00
Practice Lead (I-IV)	\$50.00 to \$95.00
Sr. Project Manager (I-VII)	\$50.00 to \$90.00
Project Manager (I-VI)	\$40.00 to \$70.00
Technical Expert (I-IV)	\$65.00 to \$105.00
Sr. Project Engineer (I-VIII)	\$43.00 to \$86.00
Project Engineer (I-V)	\$33.00 to \$52.00
Project Architect	\$40.00 to \$50.00
Engineering Intern (I-II)	\$20.00 to \$30.00
Sr. Land Planner (I-III)	\$40.00 to \$55.00
Land Planner (I-III)	\$30.00 to \$45.00
Sr. Landscape Architect (I-V)	\$40.00 to \$70.00
Landscape Architect (I-IV)	\$30.00 to \$45.00
GIS Specialist (I-III)	\$25.00 to \$35.00
Sr. GIS Specialist (I-III)	\$30.00 to \$45.00
GIS Manager	\$50.00 to \$60.00
3D Application Specialist (I-IV)	\$35.00 to \$50.00
3D Technician (I-III)	\$30.00 to \$45.00
Sr. Project Designer (I-IV)	\$40.00 to \$55.00
Project Designer (I-V)	\$26.00 to \$40.00
Project Administrator (I-IV)	\$23.00 to \$40.00
Sr. Engineer Tech (I-IV)	\$30.00 to \$45.00
Engineer Tech. (I-IV)	\$23.00 to \$38.00
Administrative Intern	\$15.00 to \$20.00
Administrative Assistant (I-II)	\$19.00 to \$26.00
Sr. Admin. Assistant (I-III)	\$25.00 to \$32.00
Offices Services Manager	\$39.00 to \$49.00
Survey Technician (I-II)	\$25.00 to \$35.00
Sr. Survey Technician (I-III)	\$35.00 to \$45.00
Land Surveyor (I-III)	\$39.00 to \$59.00
Sr. Land Surveyor (I-II)	\$57.00 to \$75.00
Party Chief (I-III)	\$30.00 to \$45.00
Survey Field Technician (I-III)	\$28.00 to \$38.00
Observer (I-V)	\$20.00 to \$40.00

ATTACHMENT C-1

SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Office Leader (I-III)	\$75.00 to \$110.00
Sr. Group Leader (I-IV)	\$70.00 to \$100.00
Group Leader (I-IV)	\$55.00 to \$75.00
Practice Lead (I-IV)	\$50.00 to \$95.00
Sr. Project Manager (I-VII)	\$50.00 to \$90.00
Project Manager (I-VI)	\$40.00 to \$70.00
Technical Expert (I-IV)	\$65.00 to \$105.00
Sr. Project Engineer (I-VIII)	\$43.00 to \$86.00
Project Engineer (I-V)	\$33.00 to \$52.00
Project Architect	\$40.00 to \$50.00
Engineering Intern (I-II)	\$20.00 to \$30.00
Sr. Land Planner (I-III)	\$40.00 to \$55.00
Land Planner (I-III)	\$30.00 to \$45.00
Sr. Landscape Architect (I-V)	\$40.00 to \$70.00
Landscape Architect (I-IV)	\$30.00 to \$45.00
GIS Specialist (I-III)	\$25.00 to \$35.00
Sr. GIS Specialist (I-III)	\$30.00 to \$45.00
GIS Manager	\$50.00 to \$60.00
3D Application Specialist (I-IV)	\$35.00 to \$50.00
3D Technician (I-III)	\$30.00 to \$45.00
Sr. Project Designer (I-IV)	\$40.00 to \$55.00
Project Designer (I-V)	\$26.00 to \$40.00
Project Administrator (I-IV)	\$23.00 to \$40.00
Sr. Engineer Tech (I-IV)	\$30.00 to \$45.00
Engineer Tech. (I-IV)	\$23.00 to \$38.00
Administrative Intern	\$15.00 to \$20.00
Administrative Assistant (I-II)	\$19.00 to \$26.00
Sr. Admin. Assistant (I-III)	\$25.00 to \$32.00
Offices Services Manager	\$39.00 to \$49.00
Survey Technician (I-II)	\$25.00 to \$35.00
Sr. Survey Technician (I-III)	\$35.00 to \$45.00
Land Surveyor (I-III)	\$39.00 to \$59.00
Sr. Land Surveyor (I-II)	\$57.00 to \$75.00
Party Chief (I-III)	\$30.00 to \$45.00
Survey Field Technician (I-III)	\$28.00 to \$38.00
Observer (I-V)	\$20.00 to \$40.00

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Custom Engineering, Inc. Joe Davis, P.E, LEED AP Chief Executive Officer Email: jtdavis@customengr.com	Address: 12760 E. Highway 40 Independence, MO 64055 Phone: (816) 350-1473 Fax: (816) 350-1579
2.	Name: Dubois Consultants, Inc. Cervante Sudduth President Email: awebster@duboisengrs.com	Address: 5737 Swope Parkway Kansas City, MO 64130 Phone: (816) 333-7700 Fax: (816) 333-7722
3.	Name: Environmental Advisors and Engineers, Inc. Jill Biesma, P.E. President Email: jbiesma@eaei.com	Address: 19211 W. 64 th Terrace Shawnee, KS 66218 Phone: (913) 599-4326 Fax: (913) 631-6011
4.	Name: Vireo, LCC Craig Rhodes, PLA Principal Email: trobinnett@trekkdesigngroup.com	Address: 929 Walnut, Ste. 700 Kansas City, MO 64106 Phone: (816) 756-5690 Fax: (816) 756-1606
5.	Name: Mid America Consultants, Inc. Ken Ludwig, P.E. President Email: kludwig@midamconi.com	Address: 9212 Neiman Road Overland Park, KS 66214 Phone: (913) 888-6767 Ext 201 Fax: (913) 888-6769

Submitted By: Lamp Rynearson
 Laura Gray, P.E.
 Title: Wastewater Practice Lead
Telephone No.: (816) 823-7244
 E-mail: laura.gray@lamprynearson.com
 Date: October 13, 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 LAMP RYNEARSON, INC. (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.

Company ID Number: 297612

Approved by:

Employer LAMP RYNEARSON, INC.	
Name (Please Type or Print) LOREN M STEENSON	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

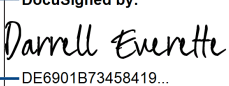
PRODUCER FNIC P.O. Box 45279 Omaha NE 68145	CONTACT NAME: Deanne Beltz-Sund PHONE (A/C, No, Ext): 402-861-7191 E-MAIL ADDRESS: Deanne.Beltz@fnicgroup.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Lamp Rynearson & Associates, Inc. dba Larkin Lamp Rynearson 9001 State Line Rd. Kansas City MO 64114	LAM68437	INSURER A: XL Specialty Insurance Co INSURER B: Travelers Property Casualty of America INSURER C: The Phoenix Insurance Co INSURER D: INSURER E: INSURER F:	NAIC # A+ 37885 X A++ 25674 X A++ 25623 X

COVERAGES

CERTIFICATE NUMBER: 1273757970

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6602L971185 DocuSigned by:  10/27/2023 DE6901B73458419...	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L974010	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3L015816	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8M969092	9/30/2023	9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Architects/Engineers Professional Liability/Pollution Claims Made Basis			DPR5018664	9/30/2023	9/30/2024	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract 1144, Project No. 81000623, Weatherby #2 and Upper Rush Pump Station Rehabilitation.
 City of Kansas City, MO & its agencies, officials, officers & employees are additional insured for general liability and automobile liability if required by written contract executed prior to loss.
 Waiver of Subrogation in favor of City of Kansas City, MO & its agencies, officials, officers & employees applies for general liability, automobile liability and umbrella if required by written contract executed prior to loss.
 Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri Water Services Department 4800 E. 63rd St. Kansas City MO 64130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

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

LAMP RYNEARSON & ASSOCIATES INC
14710 W DODGE RD STE 100
OMAHA NE 68154-2027

Letter Id: L0560714496
Date: 29-Aug-2023
Taxpayer Id: **-***4321



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that LAMP RYNEARSON & ASSOCIATES INC 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.

Mari Ruck
Commissioner of Revenue

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



DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 1144 PROJECT NO. 81000623
UPPER RUSH CREEK AND WEATHERBY #2 PUMP STATION REHABILITATION
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Lamp Rynearson & Associates d/b/a Lamp Rynearson, Inc.** (Design Professional). The parties amend the Agreement entered into on August 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 7, 2015 in the amount of \$1,050,000.00 and

WHEREAS, the City executed a no-cost Amendment No. 1 on November 9, 2023; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$250,000.00 for a total contract amount to \$1,300,000.00; and

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

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

- A. Add the following section(s):
 - a. Under Attachment A2 – Scope of Services, add Attachment A1 Scope of Services for Construction Phase Services, attached herein.
 - b. Under Attachment C2 Engineering Fee Summary and Schedule for Position Classifications for Amendment No. 2.
 - c. Under Attachment, I add CREO Contract Assurances Addendum

- B. Delete the following section(s):
 - a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the following Design Professional Services Part II, Standard Terms and conditions.
 - b. Delete Sec.4, Compensation and Reimbursables and replace with the following Sec.4 Compensation and Reimbursable:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,300,000.00, as follows:

- 1. \$ _____ for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times and Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Sub-contractor List Non-Construction” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C1 and C2**.

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

- a. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
- b. Design Professional’s maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of the 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.
- c. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C1 and C2**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started.

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

- d. City may revise the Design Professional's Basic Services defined in **Attachments A, A1, and A2** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.
- e. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A1 and A2** 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 a monthly project status report with each monthly invoice containing the information defined in **Attachments A, A1, and A2**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined.
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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 Civil Rights and Equal Opportunity Department.

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)