

**DESIGN PROFESSIONAL SERVICES AGREEMENT  
FOR PROJECT NO. 81000698, CONTRACT NO. 1200**

**FOR  
DIVERSION STRUCTURE 068 RELIEF SEWER**

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

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and George Butler Associates, Inc. (“Design Professional”). City and Design Professional agree as follows:

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

The services to be provided under this Agreement are for the following project (Project) and purpose: To reduce typical year overflows at Outfall 058 by replacing the existing combined sewer system with a larger sewer or constructing a parallel relief sewer from Diversion Structure 068 to the Blue River Interceptor Sewer.

The project consists of design professional services for a complete sewer system evaluation; utility investigations; topographic survey; sanitary sewer flow calculations and modeling; coordination with CITY and utility infrastructure planning; public involvement; preparation of a conceptual alternatives evaluation, preliminary design and preparation of construction contract documents; bid phase services; and preparation of opinions of probable construction cost.

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

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. Specific requirements for drawings and specifications are included in **Attachment B**.

- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

**Sec. 4. Compensation and Reimbursables.**

- A. The maximum amount that City shall pay Design Professional under this Agreement is Eight Hundred Thousand Dollars (\$800,000.00), as follows:
  - 1. Four Hundred and Thirty-Four Thousand Five Hundred and Twenty-Eight Dollars (\$434,528.00), for the services performed by Design Professional under this Agreement.
  - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
  - 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed Two Hundred and Eighty-Two Thousand Nine Hundred and Seventy-Two Dollars (\$282,972.00). The following are

reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Eighty-Two Thousand Five Hundred Dollars (\$82,500) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
  5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
  6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
  7. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.
- B. Method of Payment.
- Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from

its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

**City:**

**Water Services Department**

Terry Leeds, Director  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-0528  
Facsimile: (816) 513-0288  
E-mail address: terry.leeds@kcmo.org

**Design Professional:**

George Butler and Associates  
Contact: Timothy M. Schneller  
Address: 9801 Renner Boulevard  
Lenexa, KS 66219  
Phone: (913) 577-8374  
Facsimile: (913) 577-8346  
E-mail address: tschneller@gbateam.com

Design Prof. Service Agreement Part I 071013

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

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

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

**Sec. 8. Responsibilities of City. City shall:**

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

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

**Attachment A** – Scope of Services (See Exhibit B)

**Attachment B** – Electronic Format Requirements

**Attachment C** – Engineering Fee Summary and Schedule of Position Classifications

**Attachment D** - Licensed Geographical Information System Data

**Attachment E** – HRD Documents

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

4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

**Attachment F** – Truth-In-Negotiation Certificate

**Attachment G** – Employee Eligibility Verification Affidavit

**Attachment H** – Affidavit of Compliance with the Federal Consent Decree

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

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

**Attachment I**– Non-Construction Subcontractors Listing

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

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

**Sec.12. Professional services certification.** Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the



## ATTACHMENT A

### DRAFT SCOPE OF SERVICES

Design Professional:

Owner: City of Kansas City, Missouri

Project: Diversion Structure 068 Relief Sewer

City Design Phase Services: 1200

City Project No: 81000698

#### I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to facilitate the design of a relief sewer for diversion Structure 068 located in the Middle Blue River (MBR) Basin in Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to construct approximately 9,400 feet of relief or replacement sewers from Diversion Structure 068 to the Blue River Interceptor Sewer (BRIS) in the Middle Blue River Basin in order to reduce overflow volumes at Outfall 058 to no more than 0.32 million gallons (MG) annually and to reduce overflows at Outfall 058 to no more than seven (7) occurrences in a typical year. As such, the CITY is contracting with DP to provide the necessary professional engineering services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DP and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare Construction Contract Documents for the Diversion Structure 068 Relief Sewer Project. This project will involve either replacing approximately 9,400 linear feet of existing combined sewer with larger-diameter pipes or constructing a parallel relief sewer.
- D. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of professional engineering design and bid phase services for the project. The Work consists of the following professional services:
  1. Performance of a conceptual alternatives evaluation, environmental permits acquisition assistance, preliminary and final design, the preparation of construction contract documents (plans and specifications), and bid phase services for the construction of a relief sewer or new larger replacement sewers from Diversion Structure 068 to the Blue River Interceptor Sewer.



2. Perform pipe condition assessment utilizing data provided by City to determine if the existing combined sewer pipes should be replaced or rehabilitated, if a parallel relief sewer is proposed. The designs shall expand upon the plan as identified in the *Middle Blue River Project Area Development of Preliminary Improvement Scenarios Technical Memorandum* prepared by HDR dated May 2008.
  3. Perform utility investigations and coordination with CITY and local utility companies; topographic survey; sanitary sewer flow calculations and hydraulic and hydrologic modeling; public involvement; and preparation of opinions of probable construction cost.
- F. Project Objectives. DP shall provide services necessary to achieve the following project objectives:
1. Perform an alternatives evaluation (conceptual design) to determine most economical solution. To reduce the total typical year overflow volume of Outfall 058.
  2. Perform a pipe condition assessment and determine required rehabilitation for the existing sewers if construction of a parallel relief sewer is proposed.
  3. Develop recommended solutions, costs, and schedule for the construction of the relief sewer or replacement sewer.
  4. Develop Construction Contract Documents to be used to receive bid proposals and construct wastewater system improvements.
- G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
  2. Task Series 200 - Envision™ Sustainability Design
  3. Task Series 300 - Public Involvement and Neighborhood Coordination
  4. Task Series 400 - Conceptual Design
  5. Task Series 500 - Preliminary Design
  6. Task Series 600 - Permitting Services
  7. Task Series 700 - Construction Contract Documents
  8. Task Series 800 - Utility and Railroad Coordination
  9. Task Series 900 - Bid Phase Services
- H. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- I. Construction Procurement. Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents will be developed for a single construction project.

- J. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable construction cost for the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable construction cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services.

## **II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS**

- A. Project Milestones and CITY Review Requirements. DP will complete Task Series 100 through 800 within 350 calendar days following the City's issuance of a Notice to Proceed to DP and Task Series 900 within 60 calendar days thereafter, subject to the timely advertisement of Construction Contract Documents by CITY to solicit bid proposals. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A meeting with CITY will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of CITY's written consolidated review comments to discuss DP's written responses to the CITY's review comments.

## **III. BASIC SCOPE OF SERVICES**

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

### **Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION**

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

#### **Task 101 Project Management Services**

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; implementation of a project specific Work Plan; cost-loaded scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

#### **Task 102 Monthly Invoicing and Project Status Reports**

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. Each invoice by DP and subcontractors shall be broken down by each Task Series. The monthly progress status

reports shall document work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DP's ability to meet project M/WBE goals and schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

### **Task 103 Subconsultant Agreements and Administration**

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

### **Task 104 Quality Control**

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

### **Task 105 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project kickoff meeting with the CITY within 30 days, unless agreed to otherwise by CITY, to review project objective and sustainability goals, lines of communication and project administration procedures. DP shall present its proposed work Plan including cost-loaded implementation schedule, and outline high-level sustainability approaches to meet Envision credit requirements. DP shall also present other logistics for effective project execution, including planned project implementation schedule and content outline for subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting.

### **Task 106 Work Plan**

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. CITY will provide the format and guidelines for the information to be included in the Work Plan. The Work Plan for the project will include, at a minimum the following:
  - a. A summary of dedicated key team members roles and responsibilities, including any field crew leaders and contact information.
  - b. A summary of the project objective and goals, and DP's basic scope of services.
  - c. A listing and a map of sewer line segments recommended for inclusion in the project.

- d. Detailed cost-loaded schedule for performance of all work.
  - e. Define any issues requiring special coordination with CITY, local utilities and/or other City projects occurring or scheduled to occur in the project area.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed and present at the Project Kick Off Meeting. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

**Task 107 Monthly Progress Meetings**

Participate in up to eleven (11) monthly progress meetings with CITY to provide updates on DP's work progress, budget and schedule status, current issues, and potential variances in the Basic Scope of Services. DP planned work activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes within 7 days after each meeting.

**Task Series 200 - ENVISION™ SUSTAINABILITY DESIGN**

Envision™ will be utilized by CITY and DP to incorporate the use of enhanced sustainability measures that consider environmental quality, social equity and economic vitality. The DP shall evaluate Envision™ accreditation viability and maintain proper documentation through the completion of preliminary design phase of the project. At the completion of preliminary design the CITY will review DP's Envision™ recommendations and decide whether to have DP proceed with documentation to seek Envision™ accreditation. If the CITY approves continued documentation to seek Envision™ accreditation this additional work will be authorized through the use of Optional Services. If Envision™ accreditation is not pursued, the CITY may have DP incorporate improvements related to select Envision™ credits into the final Construction Contract Documents as Optional Services.

**Task 201 Envision™ Credits to Pursue**

The CITY has elected to pursue Envision™ goals and design criteria for the Project. The DP shall coordinate, manage, and document Envision™ credits pursued by CITY for this Project. The following is a list of credits that have been preliminarily identified by the CITY; the applicability of these credits shall be evaluated by DP as part of the work.

- 1. QUALITY OF LIFE
  - a. QL1.1, Improve Community Quality of Life – Conserving
- 2. LEADERSHIP
  - a. LD1.1, Provide Effective Leadership and Commitment – Conserving
  - b. LD1.2, Establish a Sustainability Management System – Conserving
  - c. LD1.3, Foster Collaboration and Teamwork – Conserving
  - d. LD1.4, Provide for Stakeholder Involvement – Enhanced

- e. LD2.2, Improve infrastructure Integration – Enhanced
  - f. LD3.1, Plan for Long-term Monitoring and Maintenance – Conserving
  - g. LD3.3, Extend Useful Life – Conserving
3. RESOURCE ALLOCATION
- a. RA1.4, Use Regional Materials – Enhanced
  - b. RA2.2, Use Renewable Energy – Enhanced
  - c. RA2.3, Commission and Monitor Energy Systems – Enhanced
  - d. RA3.1, Protect Fresh Water Availability – Enhanced
4. NATURAL WORLD
- a. NW1.6, Avoid Unsuitable Development on Steep Slopes – Conserving
  - b. NW1.7, Preserve Greenfields – Enhanced
  - c. NW2.2, Manage Stormwater – Enhanced
  - d. NW2.3, Prevent Surface and Groundwater Contamination – Superior
  - e. NW3.4, Maintain Wetland and Surface Water Functions – Enhanced
5. CLIMATE AND RISK
- a. CR2.2, Avoid Traps and Vulnerabilities – Conserving

**Task 202 Envision™ Workshop**

Prepare for and conduct an Envision workshop with CITY staff focused on defining the overall vision for the project, setting goals/credits (easily obtainable as well as ‘stretch’ goals/credits) using the Envision Rating System as the framework of the meeting. DP shall facilitate the workshop as well as prepare meeting minutes summarizing key Envision credits DP proposes to pursue.

**Task 203 Envision™ Assessment / Implementation**

Based on the outcome of the Envision workshop, the list of credits and goals will be further refined as well as strategies for implementing these goals identified. DP shall oversee the project team’s implementation of identified credits through routine communication with all members of the project team. Additionally, the DP shall prepare the following for submittal to the CITY:

1. Prepare and provide a sustainability performance report described in Envision™ credit LD1.1 that demonstrates DP’s overall commitment and approach to achieving sustainability goals. This document shall be included within the Preliminary Design Report (Task 504).
2. Prepare and provide the sustainability management plan described in Envision™ credit LD1.2, in which the project management system is designed to manage the scope, scale and complexity of a project with sustainability goals. DP will incorporate this document into the Project Work Plan developed under Task 106.
3. Summarize credits and stretch goals as identified in the Envision™ workshop for inclusion in the project design development. Identify and evaluate strategies to meet the selected credits as it pertains to the project scope and objectives. Evaluation shall include, but not be limited to, assessment of cost/benefit, regulatory considerations,

constructability, operability, and maintenance considerations. This document shall be included within the Preliminary Design Report (Task 504).

### **Task 204 Monthly Reports**

As part of the monthly project status report prepared under Task 102, incorporate work activities related to sustainability goals and Envision™ credits, including the following:

1. Progress or schedule milestones accomplished in reporting period
2. Planned progress for the upcoming month including:
  - a. Key decisions to be made, including by whom and date required.
  - b. Outstanding issues to be addressed.
  - c. Key collaborations needed (either within the project team or with stakeholders).

### **Task Series 300 - PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION**

#### **Task 301 Public Meeting Assistance**

Assist CITY in conducting up to two (2) public meetings for all property owners within the project area. The meetings will focus on communicating to the residents the anticipated nature, location, and schedule of planned work in the project area. The meetings shall also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvements, and to provide them with information about the sanitary sewer system with respect to existing and proposed conditions.

1. CITY will establish meeting dates, meeting times and venues and make necessary arrangements for meetings. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.
2. Provide CITY with project area boundaries in order to determine mailing addresses for notifications. CITY will prepare mailings to businesses and property owners within the project and notify City Council representatives whose districts fall within the project area boundaries. CITY will distribute meeting notices and information to stakeholders to notify them of the public meetings and increase awareness of the project. CITY will pay costs related to mailing distribution, copies, and postage.
3. CITY will finalize and approve templates of meeting materials, including agendas, presentations, display boards based on information provided by DP, comment cards and sign-in sheets for public meetings. DP shall print all meeting materials and pay all related costs.
4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation at the public meetings.
5. Attend and assist CITY in conducting the public meetings and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes will include a summary of any resident concerns expressed at the meeting and the expected approach by CITY and DP, as applicable, to address each concern. The CITY will submit draft

minutes within 5 calendar days after the public meeting to the DP for review. DP comments and revisions shall be submitted to the CITY within 5 calendar days.

### **Task 302 Communication with Property Owners**

Upon request, assist CITY with responding to inquiries from businesses and property owners throughout the duration of the project. Document communications with property owners and promptly submit this documentation to CITY within 5 days after communication with property owner. CITY shall respond to requests for information from public officials and the media.

### **Task 303 Stakeholder Workshops**

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

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

## **Task Series 400 - CONCEPTUAL DESIGN**

### **Task 401 Review Existing Reports, GIS, and Field Data**

Perform a compilation and review of pertinent existing reports, including Middle Blue River Project Area Development and Preliminary Improvement Scenarios – Combined Sewer System Basins Technical Memorandum; HDR: May 2008, GIS information provided by the CITY, and other related efforts completed previously by or for CITY within the project area. Review existing field data, including CCTV inspection tapes and manhole inspection reports to verify system connectivity and pipe sizes. The CITY will provide a survey of public sewer infrastructure consisting of manhole inspections, CCTV data, and an updated ArcGIS geodatabase. Reference the following WSD protocols for field data evaluation guidance.

1. Manhole Inspection Protocol, July 2014
2. CCTV Investigation Protocol, February 2015

Prepare a Data Gap Technical Memorandum that identifies missing information and recommends further investigation to obtain more information on areas of concern.

### **Task 402 Analysis of Existing Sewer System and Alternatives Evaluation**

Perform analyses of the existing sewer system and prepare an alternatives evaluation for the new sanitary sewer. Perform or develop the following elements:

1. Evaluate up to three (3) base alternatives to provide relief for Diversion Structure 068 and the existing interceptor starting from Diversion Structure 068 and ending at Manhole S147-034 on the Blue River Interceptor Sewer. At a minimum, the DP shall prepare one alternative for a parallel relief sewer and required rehabilitation of the existing system and one alternative for a replacement sewer. A third base alternative may consist of some combination of sewer replacement and a parallel relief sewer if it is shown to meet the project requirements and is cost-effective. Raising proposed or

existing manholes above existing grade shall only be presented as a cost savings alternate to a base alternative. All base alternatives shall assume that the existing or proposed manhole rim elevations are at existing grade. Pipe sizes, slopes and inverts will be based on available CITY information and design standards.

2. Perform hydraulic modeling of the alternatives to verify performance by modifying the CITY's existing InfoWorks CS hydraulic model. The CITY will provide the "Existing Conditions" InfoWorks CS model. The proposed alternatives shall reduce the annual recreation season overflow activations to no more than seven (7) and reduce the annual recreation season overflow volume to 0.32 million gallons at Outfall 058. In addition, the proposed alternatives shall provide adequate capacity in the existing and or proposed interceptor, or combination of both, to convey Storm H without flooding. Modeling shall be performed in accordance with the WSD Hydrologic and Hydraulic Model Protocol dated August 2015.
3. Prepare a Technical Memorandum (TM) describing the evaluated alternatives. At a minimum, the TM shall include the following: executive summary, introduction and discussion of how the project meets the performance criteria of the CITY's Overflow Control Plan (OCP) and Federal Consent Decree, site description, description of the alternatives considered to meet the OCP requirements Federal Consent Decree, advantages/disadvantages/risks assessment summary table, conceptual improvement schematics for each alternative, existing sewer system analysis, rehabilitation recommendations for each alternative, hydrologic and hydraulic modeling results including a hydraulic grade line profile for each alternative, opinion of probable construction costs for each alternative and recommendation for advancement to preliminary design. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards.
4. Submit three (3) copies of the Alternatives Evaluation TM and a single electronic file in portable document format (PDF). Submit one electronic copy of the hydraulic models.
5. Conduct a Conceptual Design meeting (up to 2 hours) with the CITY to review the results of the Conceptual Design TM and to obtain direction from the CITY for advancement to preliminary design.

## **Task Series 500 - PRELIMINARY DESIGN**

### **Task 501 Topographic Survey**

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

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plan Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.



2. Detailed Topographic Survey - Perform a detailed topographic survey along the proposed routes for the new sanitary interceptor sewer and sanitary sewers to be replaced. Surveys in existing street corridors shall extend from right-of-way to right-of-way. Outside of street corridors, surveys shall extend at least 50' on either side of the proposed improvements. The topographic surveys shall include the location of existing utilities, combined sewers, sanitary sewers, waterlines, and storm water structures, power poles, and telephone poles; sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Existing manholes shall be named as shown in the CITY's GIS.
3. Prepare Base Map - Prepare a base map of existing parcels and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc. Property addresses shall be shown on all parcels.
4. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to obtain utility maps and records.
5. Locate Geotechnical Borings - Survey will provide field locations of all soil borings performed during geotechnical investigations.

#### **Task 502 Geotechnical Investigations**

Conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of a geotechnical report. The geotechnical report shall include professional interpretations and opinion of the probable soils to be encountered. Obtain a maximum of ten (10) soil borings at an approximate anticipated average depth of twenty (20) feet located at critical Project locations. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. In addition, perform up to five (5) street corings to determine composition and thickness of existing street surfacing and street base materials. The geotechnical investigations will include the following services:

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

for review and comment. Revise the report to address review comments and submit four (4) printed copies and one PDF copy of final geotechnical report to CITY.

### **Task 503 Preliminary Design Drawings**

Prepare preliminary plan and profile drawings identifying the proposed locations of the new sanitary interceptor sewer pipes and manholes, recommended rehabilitation of the existing pipes, and abandonment of existing pipes and structures. The preliminary drawings shall note areas where relocation of utilities and water mains may be required to construct the new/replacement sewers. The preliminary drawings will not include pavement, driveway, sidewalk or infrastructure removal/replacement drawings, pavement replacement drawings, intersection improvements, or detail drawings. The drawings shall have sufficient detail to show the proposed alternative, but are not required to be a complete set of construction drawings. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and DP's own design procedures, drafting standards, and design criteria.

### **Task 504 Draft Preliminary Design Report**

Prepare a draft Preliminary Design Report for the project, including but not limited to executive summary, introduction and discussion of how the project meets the performance criteria of the CITY 's Overflow Control Plan (OCP) and Federal Consent Decree, a summary of previous reports and efforts, the findings of field investigations, options for repairs or remediation, hydrologic and hydraulic modeling results, constructability issues for the project and repair options, permitting requirements including the environmental desktop survey (Task 601) and the permitting matrix (Task 602), Envision<sup>TM</sup> credits, stretch goals, and strategy evaluation results, and a preliminary opinion of probable construction cost for the project. The preliminary opinion of probable cost shall be based on the preliminary design drawings. This estimate will be a Class 3 estimate consistent with AACE standards; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 percent. The Preliminary Design Report shall also include hydrologic and hydraulic modeling results and computations and analyses addressing system performance issues and demonstrating achievement of OCP performance criteria. The geotechnical report, preliminary design drawings Envision Sustainability Report and Management Plan, and the updated InfoWorks model shall be included as appendices.

Submit 3 copies of a draft Preliminary Design Report and a single electronic file in portable document format (PDF). Submit one copy of the hydraulic models.

### **Task 505 Preliminary Design Report Review Meeting and Field Review Meeting**

1. Within 7 days after submitting the draft Preliminary Design Report, DP will conduct a plan in hand walk through of the proposed alignment. The purpose of the plan in hand walk through is to review the preliminary sewer alignment in the field, evaluate existing surface conditions and potential road/trolley trail work that may be required, identify preliminary utility conflicts, and develop a list of other potential issues which could impact design. The CITY will provide its review comments to DP within 7 days following the plan in hand walk through.

2. Conduct a design review meeting (up to 4 hours) with the CITY to review the results of the Preliminary Design Report, Plans and CITY review comments.

### **Task 501 Final Preliminary Design Memorandum**

Within 15 calendar days following receipt of the CITY's review comments, revise the draft Preliminary Design Report and submit 5 printed copies of the final Preliminary Design Report and a single electronic PDF file.

### **Task Series 600 - PERMITTING SERVICES**

Construction projects must maintain compliance with federal, state, and local regulations. The DP shall create a permit matrix, perform a desktop survey of available information, conduct required field surveys, and provide necessary permitting assistance to the City.

### **Task 601 Environmental Desktop Survey**

To assist in development of the permit matrix, DP shall conduct a desktop survey of available information to identify potential environmental permits that may be needed for the Project. The desktop survey will be used to investigate for the potential presence of waters of the United States (streams, creeks, rivers, open water areas, and adjacent wetlands), threatened and endangered species habitat, potential cultural resource sites, and Federal Emergency Management Agency (FEMA) flood zones. The desktop investigation will consist of reviewing available current aerial photography, USGS 7.5 minutes topographic maps (USGS Maps), U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, MDNR SHPO online database of significant cultural resources, FEMA floodplain maps, and other data sources as needed.

Current aerial photography will be used to identify current land use in the Project area and to investigate for the presence of potential waters of the U.S. or critical habitat. The USGS maps will be reviewed to identify land features (streams, terrain, buildings, roads, and utilities). The NWI maps will be reviewed to determine if wetlands are likely to be present. In addition, perform an on-line search of available information regarding threatened and endangered species and cultural resources. The on-line review of the threatened and endangered (T&E) species database will consist of viewing the United States Fish and Wildlife Service (USFWS) (federally listed species) and the Missouri Department of Conservation (MDC) (state listed species) Web sites to determine if there are known T&E species or critical habitat in the area. The on-line cultural resources review will consist of reviewing the MDNR SHPO Web site to determine if there are known registered Historic Sites or cultural resource surveys in the vicinity of the Project site.

### **Task 602 Permitting Matrix**

A permit matrix shall be created to identify which permits, approvals, or clearances may be needed for the Project. The permit matrix will include a list of permits, approvals, or clearances required, a timeline for acquiring each, responsible party for preparation and a description of the requirements for each. This information will be presented in a matrix that will serve as an assessment tool in the decision-making process. Anticipated permits may include, but are not limited to:

1. U.S. Army Corps of Engineers (Section 404 Permit)
2. U.S. Army Corps of Engineers (Section 10 Permit)
3. Missouri Department of Natural Resources Section 401 Water Quality Certification
4. U.S. Fish and Wildlife Service (federally listed threatened and endangered species clearance)
5. Missouri Department of Natural Resources Historic Preservation Office (cultural resources clearance)
6. State of Missouri Floodplain Fill Permit
7. City of Kansas City Floodplain Development Permit
8. Missouri Department of Natural Resources general Land Disturbance Permit
9. City of Kansas City Stormwater Pollution Prevention Plan (to be prepared by the contractor)

### **Task 603 Field Investigations**

If required, the DP shall conduct the following field investigations within the proposed Project site:

1. Wetland delineation: After conducting the initial desktop survey of available information, a wetland delineation will be conducted to identify the location and extent of waters of the U.S. The wetland delineation will be conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region – Version 2.0. DP will prepare a Wetland Delineation Report to discuss results of the wetland delineation and will submit to the City for review and comment.
2. Provide an assessment of the Project site for potential threatened and endangered species habitat during the wetland delineation study. Prepare a preliminary report outlining the findings of the investigations for City’s consideration and submittal to the USFWS and MDC for review and comment.

### **Task 604 Permit Applications and Assistance**

Provide assistance to City in consulting with agencies and obtaining all required permits, approvals, and clearances from government agencies, which will consist of the following:

1. Prepare drafts of all required permit applications, exhibits, drawings, and specifications. Submit three (3) copies of the draft permits for CITY review and comment.
2. DP shall address review comments received from CITY related to the draft submittal and submit final permit applications to CITY. CITY will pay all direct application and permit fees.

3. Furnishing additional information about the project design based on the agency reviews.
4. If required, meetings with the U.S. Army Corps of Engineers.

## **Task Series 700 - CONSTRUCTION CONTRACT DOCUMENTS**

### **Task 701 60% Design**

1. **60% Design Plan Sheets:** Prepare and submit 60% complete design drawings for review. Plans will also include detailed information with respect to sanitary sewer improvements, diversion structure modifications, roadway and sidewalk replacement, curb/sidewalk ramp replacements, water line and utility relocations, traffic control, easements, and erosion control. Horizontal and vertical watermain relocation design extents shall be shown as required to construct the project's proposed improvements. DP shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.
2. **60% Sewer Design Calculations:** Complete the hydraulic and final design calculations for the proposed sanitary sewer system. Sanitary sewers shall be designed in accordance with the CITY standards. If new sewer segments cannot meet CITY standards due to conflicts with the existing storm pipes and or utilities, DP will provide documentation of substandard velocities and grades with the following information: pipe segment, proposed slope, proposed velocity, self-cleaning velocity, and 10 State's Standards flow and velocity.
3. **Construction Sequencing and Constructability Issues:** Prepare recommended project sequencing/phasing to maintain sewage flow at all times, to maintain access to homes, businesses, streets, and include traffic control and detour plans, where appropriate. DP will evaluate the sequence of construction, the necessity of coordination with other City projects in the project area, and examine issues of phasing and constructability in consultation with WSD. DP will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing will also consider appropriate methods for sediment and erosion control in conformance with CITY's Stormwater Pollution Prevention Plans permit and required NPDES permitting.
4. **60% Technical Specifications:** The CITY will provide a copy of its front-end contract documents and standard technical specifications for review. DP shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by the DP, where appropriate. The DP shall develop drafts of Section 00412 – Adjustment Unit Prices, Section 01015 – Specific Project Requirement, and Section 01270 - Adjustment Unit Price and Measurement Procedures.
5. **60% Opinion of Probable Construction Cost:** Prepare an updated opinion of probable construction cost based on the 60% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's

preliminary opinion of probable construction costs. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. The opinion of probable construction cost will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

6. Submit the following for CITY review:
  - a. Three (3) half-size printed and bound sets of 60% design plan sheets
  - b. Three (3) printed and bound sets of 60% technical specifications list, specification sections developed by DP, and draft Sections 00412, 01015, and 01270
  - c. Three (3) printed and bound sets of the 60% Opinion of Probable Construction Cost
  - d. Three (3) printed and bound sets of the 60% Sewer Calculations
  - e. Three (3) printed copies of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
  - f. A single electronic file in portable document format (PDF) of all documents
7. The CITY will distribute plans to the appropriate CITY departments and staff for review.
8. Review Meeting: DP shall conduct a review meeting, up to four hours in length, with City staff following the City's review of the 60% deliverables to review the 60% deliverables and the City's review comments.

### **Task 702 80% Design**

The 80% design submittal is meant to provide the CITY an opportunity to review the construction drawings before advancement to 100% design.

1. 80% Design Plan Sheets: Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the City for review and comment at the 80% design stage.
2. DP shall provide three (3) sets of drawings to the CITY for review. CITY will provide review comments within 14 days for incorporation into the 100% design documents.
3. Design Workshop: Within 7 days of receiving CITY's review comments, conduct up to a four hour workshop with City staff to review the DP's responses to the City's review comments.

### **Task 703 100% Design**

The 100% design submittal is meant to be a complete, bid-ready set of construction contract documents. The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the project for construction.

1. 100% Design Plan Sheets: Address review comments received from the CITY related to 80% submittal and incorporate them into the design documents. Prepare and submit drawings to the City for review and comment at the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 100% Technical Specifications: The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DP. The supplemental technical specifications, including Section 01015 – Specific Project Requirements, Section 00412 – Adjustment Unit Prices, and Section 01270-Adjustment Unit Price and Measurement Procedures shall be submitted. The CITY will be responsible for the preparation of all other CITY standard front end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front end documents to the DP for review. DP will provide review comments for City's incorporation as appropriate into the front end documents and the technical specifications.
3. 100% Opinion of Probable Construction Cost: Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 60% opinion of probable construction cost submitted. The 100% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.
4. CITY Review: Submit the following for CITY review:
  - a. One (1) full-size set and two half-size (2) printed and bound sets of 100% plans.
  - b. Three (3) printed and bound sets of 100% technical specifications developed by the DP
  - c. Three (3) printed copies of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
  - d. Three (3) printed and bound sets of the 100% Opinion of Probable Costs.
  - e. Three (3) printed sets of completed permits.
  - f. PDF files of plans, specifications, and 100% Opinion of Probable Costs.

The CITY will distribute plans to the appropriate CITY departments and staff for review.

5. Review Meeting: Conduct up to a four hour review meeting with City staff to review the DP's responses to the City's review comments and the opinion of probable construction cost, including the detailed breakdown/basis used to arrive at the total construction cost.

#### **Task 704 Final Construction Contract Documents**

DP will address review comments received from the CITY related to the 100% design completion submittal and from other agencies final reviews and will incorporate them into the final Construction Contract Documents. CITY will provide final front end documents and

standard technical specifications for incorporation into the Construction Contract Documents. DP will provide signed and sealed original documents to the CITY.

Prior to submittal of the signed and sealed Construction Contract Documents, the DP shall submit two (2) hard copies and one (1) electronic copy of the corrected final documents for review and acceptance by the CITY.

1. DP will update the 100% Class 1 cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 100% design submittal.
2. DP will submit the following final deliverables:
3. Contract Drawings: 3 copies; all copies – “D” size and properly bound.
  - a. Electronic Contract Drawings: 1 copy; all copies per CITY’s Electronic Format per Attachment B and PDF.
  - b. Project Manual: 3 copies; all copies - 8 ½” x 11” size and properly bound. Submittal shall include front end documents provided by CITY, CITY’s standard specifications, and all technical specifications developed by the DP.
  - c. Electronic Project Manual: 1 copy; all copies – PDF.
  - d. Final Opinion of Probable Construction Cost – 1 printed copy, 1 PDF copy.

#### **Task 705 Modeling**

Update the InfoWorks CS hydraulic and hydrologic computer model developed in Task Series 400 and 500 to reflect design changes made since completion of Preliminary Design and demonstrate compliance with the Overflow Control Plan and the Federal Consent Decree. Submit the revised model to the City for review and approval. Modeling shall be performed in accordance with the WSD Hydrologic and Hydraulic Model Protocol dated August 2015.

#### **Task 706 Easement Exhibits**

Determine the locations and limits for permanent and temporary construction easements and review with CITY staff. Obtain “ownership and encumbrance” reports for each parcel of property where easements or acquisition is required immediately following the 60% and 100% design submittal and provide to CITY. Prepare easement exhibits and legal descriptions for CITY’s use in appraising the land and acquiring the required permanent and temporary easements upon notice to proceed from the CITY. Each easement will consist of a legal description and an 8.5-inch by 11-inch (or 11-inch by 17-inch for larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. Should additional easement exhibits and legal descriptions be required, the additional work will be performed as Optional Services approved by the CITY.

Prepare Easement Exhibits and Legal Descriptions: Obtain “ownership and encumbrance” reports and prepare easement exhibits and descriptions. This task is based on preparing easements exhibits and legal descriptions for the following:



1. A maximum of twenty (20) temporary easements
2. A maximum of twelve (12) permanent easements

## **Task Series 800 - UTILITY AND RAILROAD COORDINATION**

### **Task 801 Utility Coordination**

DP shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility Coordination shall be performed in accordance with the City of Kansas City, Missouri's Four Step Utility Notification Guideline, to be provided by the CITY. The DP shall track and record Utility Coordination activities in accordance with the Utility Log, to be provided by the CITY. The Utility Log shall be delivered to the CITY with the 30%, 60%, 100% and Final Contract Documents submittals. The DP shall conduct up to two (2) utility coordination meetings, coordinated with the CITY, to review the proposed plans and identify impacts and potential relocation plans for the existing utilities. DP shall prepare and distribute meeting minutes. Based on information obtained from the utilities and the utility coordination meetings the DP shall input utility locations into CADD and the design drawings.

### **Task 802 Railroad Coordination**

DP shall coordinate with all railroad companies to determine requirements for crossing and or encroaching on the existing tracks and for deep construction adjacent to the railroad tracks. DP will determine the necessary railroad Right-of-Way, access and/or crossing permits or license agreements required by the railroad companies that must be obtained by the CITY. Preliminary and final designs will be presented to the railroad companies as required or requested showing proposed construction methods, shoring designs and bypasses or detours along with estimated construction and service interruption, if applicable. Modifications to the preliminary and final designs shall be made as required to address any concerns or restrictions. Assist CITY with completion of license agreement applications.

## **Task Series 900 - BID PHASE SERVICES**

### **Task 901 Pre-Bid Conference**

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

### **Task 902 Interpret Bidding Documents and Prepare Addenda**

DP will assist the CITY with interpretation of the Construction Contract Documents and develop addenda (up to three) as may be required during the bid advertisement period to clarify Construction Contract Documents. CITY will post addenda.

### **Task 903 Review Bids and make Recommendation of Award**

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

### **Task 904 Conforming Documents**

DP will incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. DP will provide two half-size and two full-size sets of Conformed Drawings and three sets of Conformed Specifications to the CITY. Contract Documents will also be furnished electronically on DVD in PDF format.

## **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in the Basic Scope of Services will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$82,500 for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Additional project sites, sewer lines, and/or manholes beyond the quantification in the Base Scope of Services.
- B. Vacuum excavation (potholing) to locate buried utilities that may directly affect the alignment and grade of the new sanitary or storm sewers, for which accurate as-built information or surveys are not available.
- C. Coordinate and track team progress on implementing Envision™ goals and credits based on the final list and strategies identified in Preliminary Design.
- D. Provide documentation to CITY for identified credits should the CITY decide to pursue full certification. Documentation shall be as outlined in the Envision™ Guidance Manual to support the levels of achievement as recommended by DP and as approved by the CITY.
- E. Resolution of problems or revision to the existing InfoWorks CS model supplied by the CITY.
- F. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- G. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

- H. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- I. Easement or right-of-way acquisition services beyond those defined in Basic Scope of Services, including appraisal and/or acquisition of easements.
- J. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - 1. Changes in size or complexity;
  - 2. CITY's project schedule, design, or character of construction;
  - 3. Method of financing or availability of funding;
  - 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
  - 5. A change to the number of bid packages, which is assumed herein to be three (3) packages.
  - 6. Relocation of existing water mains due to the implementation of distributed storage sites and required for constructability of the sites.
- K. Reviewing and Processing of Substitutions and Or Equals during the Bid Phase.
- L. Updating the DP's Final Opinion of Probable Construction Cost to reflect items impacted by addenda changes or changes in market conditions.
- M. Providing Construction Phase Services.

**V. CITY'S RESPONSIBILITIES**

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will coordinate meetings between City staff and the DP.
- C. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- D. Provide the City's Standard Front End Documents and Standard Technical Specifications to DP for review and comment prior to the 60% and 100% design completion submittals. CITY will also provide final Front End Documents and Standard Technical Specifications for incorporation into the Project Manual by the DP.
- E. Bidding Services. CITY will provide the following bidding phase services:
  - 1. Conduct the pre-bid conference.

2. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
3. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.

F. Obtain all right-of-way, easements, and pay all direct permit fees

(End of Scope of Services)

**ATTACHMENT B**  
**ELECTRONIC DATA REQUIREMENTS**

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

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



KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT			DIVERSION STRUCTURE 068 RELIEF SEWER WSD CONTRACT NO. 1200														(SUB # 1)	(SUB # 2)	(SUB # 3)	(SUB # 5)																					
FIRMS			Prime & Subconsultants		(PRIME) GBA		Principal	Project	Associate	Senior	Engineer I	Engr II	Senior	Engr	Sr Constr	GBA Direct	T&B	EAE	Vireo	TSi																					
Contract Time of 350 days (12 months)			TASK TOTAL \$	TASK TOTAL HRS	TASK TOTAL \$	TASK TOTAL HRS	Manager			Engineer			Tech	Tech	Observer	Clerical	Expenses	TASK TOTAL \$	TASK TOTAL \$	TASK TOTAL \$	TASK TOTAL \$																				
			\$236	\$175	\$166	\$140	\$117	\$93	\$116	\$95	\$117	\$81	(Printing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0																				
<b>TASK 600 - PERMITTING SERVICES</b>																																									
601	Environmental Desktop Survey		\$1,028	8	\$1,028	8	0	0	0	4	4	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0																				
602	Permitting Matrix		\$840	6	\$840	6	0	0	0	6	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0																				
603	Field Investigations		\$16,297	128	\$16,297	128	0	0	0	78	26	0	0	24	0	0	\$55	\$0	\$0	\$0	\$0																				
604	Permit Applications and Assistance		\$15,390	130	\$14,186	118	0	4	0	42	28	0	0	44	0	0	\$150	\$0	\$0	\$1,204	\$0																				
	Task Hours			272		260	0	4	0	130	58	0	0	68	0	0																									
	Task Fee		\$33,555		\$32,351		\$0	\$700	\$0	\$18,200	\$6,786	\$0	\$0	\$6,460	\$0	\$0	\$205	\$0	\$0	\$1,204	\$0																				
<b>TASK SERIES 700 - CONSTRUCTION CONTRACT DOCUMENTS</b>																																									
701	60% Design		\$75,003	683	\$58,521	533	0	26	24	34	33	120	40	212	44	0	\$278	\$0	\$6,221	\$7,654	\$2,608																				
702	80% Design		\$20,929	205	\$18,935	179	0	4	0	6	13	32	40	84	0	0	\$278	\$0	\$0	\$1,994	\$0																				
703	100% Design		\$26,961	261	\$22,683	213	0	10	0	0	7	40	24	96	36	0	\$278	\$0	\$0	\$4,278	\$0																				
704	Final Construction Contract Documents		\$10,243	93	\$10,143	93	0	2	0	0	3	16	16	32	24	0	\$250	\$0	\$0	\$100	\$0																				
705	Modeling		\$3,129	31	\$3,129	31	0	3	0	0	0	28	0	0	0	0	\$0	\$0	\$0	\$0	\$0																				
706	Easement Exhibits		\$23,467	161	\$3,427	33	0	3	0	0	2	10	0	18	0	0	\$28	\$20,040	\$0	\$0	\$0																				
	Task Hours			1,434		1082	0	48	24	40	58	246	120	442	104	0																									
	Task Fee		\$159,731		\$116,837		\$0	\$8,400	\$3,984	\$5,600	\$6,786	\$22,878	\$13,920	\$41,990	\$12,168	\$0	\$1,111	\$20,040	\$6,221	\$14,026	\$2,608																				
<b>TASK SERIES 800 - UTILITY AND RAILROAD COORDINATION</b>																																									
801	Utility Coordination		\$21,932	215	\$4,232	41	0	4	0	0	0	19	0	18	0	0	\$55	\$0	\$17,700	\$0	\$0																				
802	Railroad Coordination		\$21,616	160	\$1,755	4	0	4	0	0	0	0	0	0	0	0	\$1,055	\$0	\$19,861	\$0	\$0																				
	Task Hours			375		45	0	8	0	0	0	19	0	18	0	0																									
	Task Fee		\$43,548		\$5,987		\$0	\$1,400	\$0	\$0	\$0	\$1,767	\$0	\$1,710	\$0	\$0	\$1,110	\$0	\$37,561	\$0	\$0																				
<b>TASK SERIES 900 - BID PHASE SERVICES</b>																																									
901	Pre-Bid Conference		\$1,349	12	\$1,001	8	0	2	0	0	2	4	0	0	0	0	\$45	\$0	\$0	\$348	\$0																				
902	Interpret Bidding Documents and Prepare Addenda		\$7,126	66	\$6,204	56	0	2	0	0	2	12	0	8	32	0	\$0	\$0	\$0	\$922	\$0																				
903	PReview Bids and make Recommendation of Award		\$3,481	29	\$3,481	29	0	4	0	0	3	6	0	0	16	0	\$0	\$0	\$0	\$0	\$0																				
904	Conforming Documents		\$4,586	47	\$3,636	37	0	1	0	0	2	14	0	20	0	0	\$25	\$0	\$0	\$950	\$0																				
	Task Hours			154		130	0	9	0	0	9	36	0	28	48	0																									
	Task Fee		\$16,542		\$14,322		\$0	\$1,575	\$0	\$0	\$1,053	\$3,348	\$0	\$2,660	\$5,616	\$0	\$70	\$0	\$0	\$2,220	\$0																				
<b>TOTAL</b>																																									
	Hours			6,081		3,870	39	361	24	170	796	941	203	1,054	200	82																									
	Fee		\$717,500		\$438,101		\$9,204	\$63,175	\$3,984	\$23,800	\$93,132	\$87,513	\$23,548	\$100,130	\$23,400	\$6,642	\$3,573	\$130,440	\$57,506	\$53,331	\$38,122																				
	Total MBE		\$168,562	21%																																					
	Total WBE		\$110,837	14%																																					
	Optional Services		\$82,500																																						
	Worksheet Estimates																																								
	PRIME		\$438,101	3870																																					
	SUB #1 - Taliaferro & Browne (MBE)		\$130,440	1004																																					
	SUB #2 - Environmental Advisors and Engineers (WBE)		\$57,506	476																																					
	SUB #3 - Vireo (WBE)		\$53,331	549																																					
	SUB #5 - TSi (MBE)		\$38,122	182																																					
	Total Labor Hours			6,081																																					
	Total Fee		\$800,000																																						

**ATTACHMENT C**  
**Schedule of Position Classifications**

<b>Employee Classification</b>	<b>Hourly Rates</b>
Principal	\$70.00-\$90.00
Senior Associate	\$60.00-75.00
Associate	\$50.00-\$70.00
Senior Architect/Engineer/Specialist	\$35.00-\$55.00
Architect/Civil Engineer/Specialist I	\$30.00-\$45.00
Architect/Civil Engineer/Specialist II	\$25.00-\$40.00
Architect/Civil Engineer/Specialist III	\$20.00-\$35.00
Senior Architect/Engineer/Specialist Technician	\$30.00-\$50.00
Design Technician I	\$25.00-\$40.00
Design Technician II	\$20.00-\$35.00
Design Technician III	\$15.00-\$30.00
Senior Construction Observer	\$30.00-\$50.00
Construction Observer I	\$20.00-\$35.00
Construction Observer II	\$15.00-\$30.00
Field Technician I	\$20.00-\$40.00
Field Technician II	\$15.00-\$30.00
Field Technician III	\$10.00-\$25.00
Administrative Assistant I	\$15.00-\$30.00
Administrative Assistant II	\$10.00-\$20.00
General Office I	\$20.00-\$35.00
General Office II	\$10.00-\$25.00
Registered Land Surveyor	\$30.00-\$50.00
Survey Technician I	\$20.00-\$40.00
Survey Technician II	\$15.00-\$30.00
Survey Technician III	\$10.00-\$25.00



## ATTACHMENT D

### CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

**Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records,

except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

# **ATTACHMENT E**

## **HRD DOCUMENTS**

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



- b. Name of M/WBE Firm Environmental Advisors and Engineers, Inc.  
 Address 19211 W. 64<sup>th</sup> Terrace, Shawnee, KS 66218  
 Telephone No. ( 913 ) 599-4326  
 I.R.S. No. 43-1806626
- c. Name of M/WBE Firm Vireo  
 Address 929 Walnut Street, Suite 700, Kansas City, MO 64106  
 Telephone No. ( 816 ) 756-5690  
 I.R.S. No. 43-1714841
- d. Name of M/WBE Firm TSi Engineering, Inc.  
 Address 1300 Adams Street, Kansas City, KS 66103  
 Telephone No. ( 913 ) 749-4010  
 I.R.S. No. 43-1535463
- e. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- f. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

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

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

**MBE/WBE BREAKDOWN SHEET**

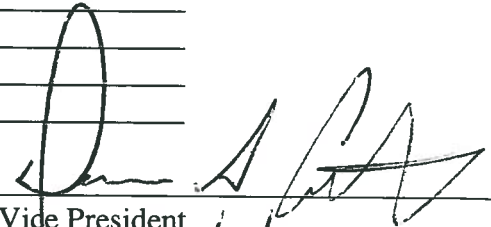
**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Taliaferro &amp; Browne, Inc.</u>	<u>Contractor</u>	<u>\$ 81,878</u>	<u>100%</u>	<u>10.2%</u>
<u>TSi Engineering, Inc.</u>	<u>Contractor</u>	<u>\$ 38,122</u>	<u>100%</u>	<u>4.8%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Dennis Cantrell, P.E.  
 Address: 9801 Renner Boulevard  
Lenexa, Kansas 66219  
 Phone Number: 913-492-0400  
 Facsimile number: 913-577-8346  
 E-mail Address: dcantrell@gbateam.com

By:   
 Title: Vice President  
 Date: 8/7/2015  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 7<sup>th</sup> day of August, 2015.

My Commission Expires  3-17

  
 Notary Public



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000698

Project Title Diversion Structure 068 Relief Sewer

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

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

Topographic survey and easement preparation.

for an estimated amount of \$ 81,878 or 10.2 % of the total estimated contract value.

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

  
Signature: Prime Contractor

Dennis Cantrell, P.E.  
Print Name

Vice President  
Title

8/7/2015  
Date

  
Signature: M/W/DBE Subcontractor

HAGOS E. ANDERBHAN  
Print Name

CEO  
Title

08.06.2015  
Date





# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000698

Project Title Diversion Structure 068 Relief Sewer

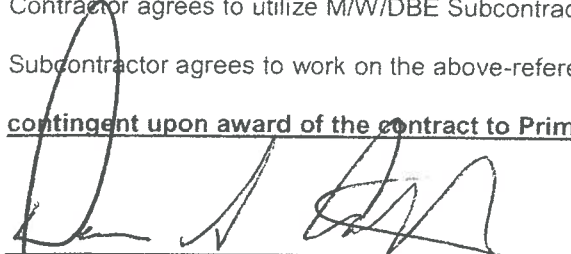
George Butler Associates, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Engineering, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:


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

Geotechnical investigation,

for an estimated amount of \$ 38,122 or 4.8 % of the total estimated contract value.

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

  
Signature: Prime Contractor  
Dennis Cantrell, P.E.  
Print Name  
Vice President  
Title  
8/7/2015  
Date

  
Signature: M/W/DBE Subcontractor  
Dennis J. Harvey  
Print Name  
CEO  
Title  
8/7/15  
Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000698

Project Title Diversion Structure 068 Relief Sewer

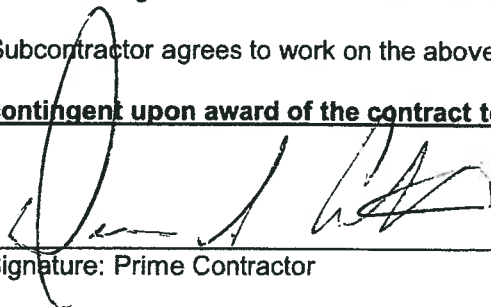
George Butler Associates, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Vireo ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Envision screening, Envision workshop, coordination with KCATA and KCPRD, review and comment on Envision credits, review and comment on KCATA/KCPRD/trail portions of the design memorandum, trail replacement design, trail enhancements design if needed,

for an estimated amount of \$ 40,000 or 5 % of the total estimated contract value.

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

  
Signature: Prime Contractor

Dennis Cantrell, P.E.  
Print Name

Vice President  
Title 8/7/2015  
Date

  
Signature: M/W/DBE Subcontractor

Patti Banks  
Print Name

owner  
Title 8-6-15  
Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000698

Project Title Diversion Structure 068 Relief Sewer

George Butler Associates, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Environmental Advisors and Engineers, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Review of existing CCTV tapes and manhole inspection reports, utility and railroad notifications and coordination, and permitting assistance.

for an estimated amount of \$ 40,000 or 5 % of the total estimated contract value.

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

  
Signature: Prime Contractor

Dennis Cantrell, P.E.  
Print Name

Vice President  
Title

8/7/2015  
Date

  
Signature: M/W/DBE Subcontractor

Jill R. Bresma  
Print Name

President 08/06/15  
Title Date

**TIMETABLE FOR MBE/WBE UTILIZATION**

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

I, Dennis A. Cantrell, acting in my capacity as Vice President/Principal  
*(Name)* *(Position with Firm)*  
of George Butler Associates, Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

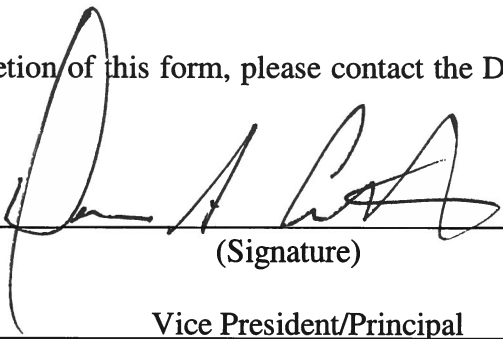
**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**  
*(Check one only)*

15 days \_\_\_\_\_ 75 days \_\_\_\_\_ 135 days \_\_\_\_\_  
30 days \_\_\_\_\_ 90 days \_\_\_\_\_ 150 days \_\_\_\_\_  
45 days \_\_\_\_\_ 105 days \_\_\_\_\_ 165 days \_\_\_\_\_  
60 days \_\_\_\_\_ 120 days \_\_\_\_\_ 180 days \_\_\_\_\_  
Other 350 days (Specify)

Throughout \_\_\_\_\_ Beginning 1/3 \_\_\_\_\_  
Middle 1/3 \_\_\_\_\_ Final 1/3 \_\_\_\_\_  
Beginning 1/3 50 % Middle 1/3 30 % Final 1/3 20 %

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

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

  
\_\_\_\_\_  
(Signature)

Vice President/Principal  
\_\_\_\_\_  
(Position with Firm)

8/10/2015  
\_\_\_\_\_  
(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:** George Butler Associates, Inc.  
**ADDRESS:** 9801 Renner Road, Lenexa, Kansas 66219  
**PROJECT NUMBER OR TITLE:** Diversion Structure 068 Relief Sewer  
**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 1200 / 81000698

Project Title Diversion Structure 068 Relief Sewer

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

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

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

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

3 (✓) \_\_\_ Prevailing wage does not apply; or

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

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

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

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

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

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

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

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

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

My commission expires:

\_\_\_\_\_  
Notary Public





# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 1200 / 81000698

Project Title Diversion Structure 068 Relief Sewer

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

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

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

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

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

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

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

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# ATTACHMENT F

## EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Kansas )  
 ) ss  
COUNTY OF Johnson )

On this 18<sup>th</sup> day of August, 2015, before me appeared Dennis Cantrell, 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:

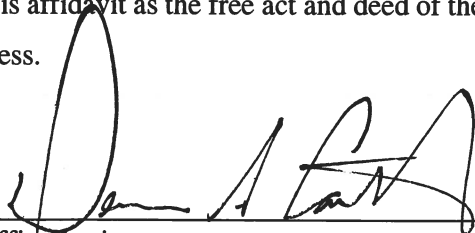
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the            Vice President/Principal (title) of George Butler Associates, Inc. (business entity) and I am duly authorized, directed or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

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

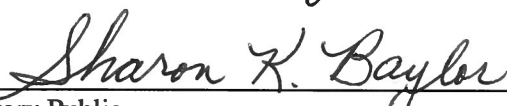
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security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

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

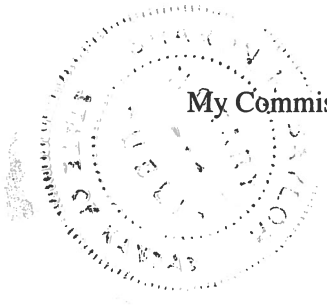
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

  
\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this 18th day of August, 2015.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 6-13-17



Company ID Number: 168705

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 168705

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

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

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

**Employer George Butler Associates, Inc.**

**Michelle Beretta**

Name (Please type or print)

*Dir. Human Resources*  
Title

***Electronically Signed***

Signature

**12/04/2008**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please type or print)

Title

***Electronically Signed***

Signature

**12/04/2008**

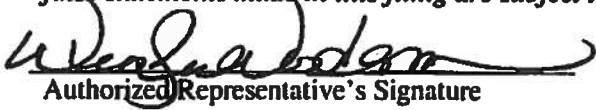
Date

**AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

Comes now Wendee Woodson (Name of Business Entity Authorized Representative) as Director of Human Resources (Position/Title) first being duly sworn on my oath, affirm George Butler Associates, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that George Butler Associates, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

 Wendee Woodson  
Authorized Representative's Signature Printed Name

Director, HR 8/28/14  
Title Date

Wwoodson@gbteam.com 168705  
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 28<sup>th</sup> of August 2014 I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Johnson, State of  
(NAME OF COUNTY)

Kansas, and my commission expires on 6-13-17.  
(NAME OF STATE) (DATE)

 8/28/14  
Signature of Notary Date

**ATTACHMENT G**

**Truth-In-Negotiation Certificate**

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

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

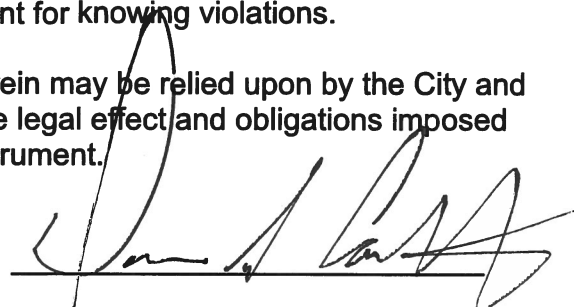
STATE OF MISSOURI    )

) ss.

COUNTY OF JACKSON    )

I, Dennis A. Cantrell, having full authority to act on behalf of George Butler Associates, Inc., do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Diversion Structure 068 Relief Sewer.
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.

  
\_\_\_\_\_  
Signature of affiant

On this 18th day of August, 2015 before me, Sharon K. Baylor a Notary Public in and for said state, personally appeared ( Dennis A. Cantrell ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Sharon K. Baylor

Notary Public



My commission expires: 6-13-17



**ATTACHMENT H**

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

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

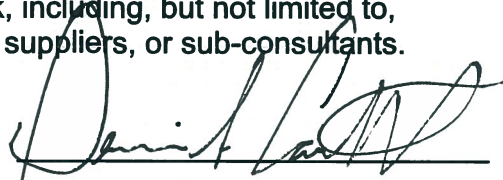
STATE OF KANSAS )

) ss.

COUNTY OF JOHNSON )

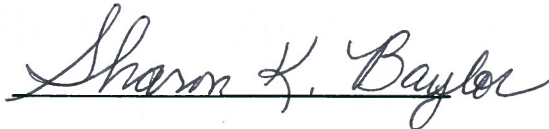
I, Dennis A. Cantrell, having full authority to act on behalf of George Butler Associates, Inc., do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location:  
<https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.



Signature of affiant

On this 10th day of August, 2015 before me, Sharon K. Baylor a Notary Public in and for said state, personally appeared ( Dennis A. Cantrell ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Notary Public

My commission expires: 6-13-17



# ATTACHMENT I

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	<u>Name:</u> Taliaferro & Browne, Inc. Hagos Andebrahn, P.E.  <u>Email:</u> hagos@tb-engr.com	<u>Address:</u> 1020 East 8 <sup>th</sup> Street Kansas City, Missouri 64106  <u>Phone:</u> 816-283-3456 <u>Fax:</u> 816-283-0810
2.	<u>Name:</u> Environmental Advisors and Engineers, Inc. Jill R. Biesma, P.E.  <u>Email:</u> jbiesma@eaei.com	<u>Address:</u> 19211 West 64 <sup>th</sup> Terrace. Shawnee, Kansas 66218  <u>Phone:</u> 913-599-4326
3.	<u>Name:</u> Vireo Patti Banks, PLA, LEED  <u>Email:</u> patti@bevireo.com	<u>Address:</u> 929 Walnut St. Suite 700 Kansas City, Missouri 64106  <u>Phone:</u> 816-756-5690
4.	<u>Name:</u> TSi Engineering, Inc. Denise B. Hervey, P.E.  <u>Email:</u> dhervey@tsi-engineering.com	<u>Address:</u> 1300 Adams Street Kansas City, Kansas 66103  <u>Phone:</u> 913.749.4010 <u>Fax:</u> 913.749.4011
5.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ _____ <u>Phone:</u> _____ <u>Fax:</u> _____
6.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ _____ <u>Phone:</u> _____ <u>Fax:</u> _____
7.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ _____ <u>Phone:</u> _____ <u>Fax:</u> _____
8.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ _____ <u>Phone:</u> _____ <u>Fax:</u> _____
9.	<u>Name:</u> _____ <u>Email:</u> _____	<u>Address:</u> _____ _____ <u>Phone:</u> _____ <u>Fax:</u> _____

Contractor – Company Name:	George Butler Associates, Inc.
Submitted By:	Dennis Cantrell, P.E.
Title:	Vice President
Telephone No.:	913-492-0400
Fax No.:	913-577-8346
E-mail:	dcantrell@gbateam.com
Date:	_____

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

#### Sec. 2. Indemnification for Professional Negligence.

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

#### Sec 3. Insurance.

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

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

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

#### **Sec. 4. Design Standards and Endorsement.**

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

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

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

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

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

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

#### **Sec. 5. Copyright and Ownership of Documents.**

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

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

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

### **Sec. 6. Governing Law.**

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

### **Sec. 7. Compliance with Laws.**

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

### **Sec. 8. Termination for Convenience.**

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

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

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

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

### **Sec. 9. Default and Remedies.**

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

### **Sec. 10. Waiver.**

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

or by law despite any such forbearance or indulgence.

#### **Sec. 11. Acceptance.**

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

#### **Sec. 12. Modification.**

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

#### **Sec. 13. Headings; Construction of Agreement.**

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

#### **Sec. 14. Severability of Provisions.**

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

being performed in accordance with the intentions of the parties.

#### **Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Affirmative Action.**

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

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

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

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

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

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

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

#### **Sec. 17. Tax Compliance.**

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

#### **Sec. 18. Assignability and Subcontracting.**

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



subcontracting as otherwise provided for herein.

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

#### **Sec. 19. Conflicts of Interest.**

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

#### **Sec. 20. Conflict of Interest - Certification.**

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

#### **Sec. 21. Buy American Preference.**

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

#### **Sec. 22. Independent Contractor.**

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

#### **Section 23. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221\\_678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm) . For those Design Professionals enrolled in E-Verify, the first

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

#### **Section 24. Truth-In-Negotiation Certificate**

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

#### **Section 25. Consent Decree Project**

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

The Contractor understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time

period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Contractor fails to meet and

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

Day 1 through Day 30 - \$1000 per day;  
Day 31 through Day 60- \$2000 per day;  
Day61 and thereafter - \$4000 per day.

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