DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 80002269 CONTRACT NO. 9613

WATER MAIN REPLACEMENT – 16" REDUNDANT FEED TO THE DOWNTOWN AIRPORT

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Burns & McDonnell Engineering Company, 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:

The project consists of design professional services for water main replacements and other water distribution system improvements for the 16" redundant feed to the downtown airport, as further specified by City.

The Design Professional Scope of Services may include construction phase services.

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

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

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

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

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

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

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a

period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is $275,000.00, as follows:
   1. $77,498.00 for the services performed by Design Professional under this Agreement.
   2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C.**

      A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.
   3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $172,292.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
   4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $25,210.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
   5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier.

The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule 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 may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.

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

8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the 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 and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, including a breakdown of previous invoiced amounts, total contract amounts, and total of approved optional service amounts, monthly status report, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions

of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Rights & Equal Opportunity (CREO KC) Department.

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

City:
Water Services Department
Wes Minder, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0504
E-mail address: Wes.Minder@kcmo.org

Design Professional:
Burns & McDonnell Engineering Company, Inc.
Contact: Jeff Heidrick
9400 Ward Parkway
Kansas City, MO 64114
Phone: (816) 839-6784
E-mail address: jheidrick@burnsmcd.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and

decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

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

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

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

Attachment A – Scope of Services
Attachment B – Electronic Format Requirements
Attachment C – Engineering Fee Summary and Schedule of Position Classifications
Attachment D - Licensed Geographical Information System Data
Attachment E – CREO KC Documents
1. Contractor Utilization Plan/Request for Waiver
2. Letter of Intent to Subcontract
3. Timetable for MBE/WBE Utilization
4. Request for Modification or Substitution
5. Contractor Affidavit for Final Payment
6. Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit
Attachment G – Non-Construction Subcontractors Listing
Attachment H – Non-Construction Application for Payment
Attachment I – Reserved
Attachment J – CREO Contract Assurances Addendum

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 G.**

Sec. 11. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment F.** If Design Professional fails to

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

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 5/18/2023

By: _____

Name: KARIN BRICKMAN

Title: VICE PRESIDENT

KANSAS CITY, MISSOURI

Date: _____

By: DocuSigned by: Wes Minder 50CCF2C28AE1472...

Name: _____

Title: _____

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by: Eric Clemenger 18F59B5A8EE444E... 6/23/2023

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

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

Sec. 23. Quality Services Assurance Act. If this Contract exceeds $160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds $100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in Employment. Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

ATTACHMENT A

SCOPE OF SERVICES FOR WATER MAIN REPLACEMENT - 16" REDUNDANT FEED TO THE DOWNTOWN AIRPORT

Owner:	City of Kansas City, Missouri, Water Services Department (CITY)
Design Professional:	Burns & McDonnell Engineering Company, Inc. (DESIGN PROFESSIONAL)
Project Title:	Water Main Replacement – 16" Redundant Feed to the Downtown Airport
WSD Contract No.:	9613
WSD Project No.:	80002269

PROJECT DESCRIPTION

The following Scope of Services describes the DESIGN PROFESSIONAL's services associated with the Project. These services shall be completed within 365 calendar days after the Notice to Proceed.

The Project consists of evaluating two (2) different alignment alternatives to provide a redundant feed to the Downtown Airport. Generally, these two alignments will consider:

1. The extension of approximately 12,000 LF of 16" water main through North Kansas City from the CITY's Water Treatment Plant to City Limits at N. Atlantic Street.
2. The extension of approximately 5,000 LF of 16" water main from Madison Avenue & W. 8th Street under the Missouri River to the Downtown Airport.

This Project includes an alternatives alignment evaluation study of a pipeline route for two (2) alternative alignments. CITY will select one (1) of the two (2) alternatives evaluated. A contract amendment will be issued to authorize the DESIGN PROFESSIONAL to complete preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on plans and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the CITY's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

The Project includes alignment study and design of either a 16" diameter water main through open cut through North Kansas City or a 16" diameter water main by horizontal directional drilling (HDD) methods under the Missouri River and associated connections to existing water distribution system. Both alignment studies should consider impacts for design and construction including, but not limited to coordination with:

- U.S. Army Corps of Engineers (USACE),
- Railroad Owners (UPRR, BNSF, KCSR),
- Aviation Department of Kansas City,
- Federal Aviation Administration (FAA),
- Missouri Department of Transportation (MODOT),
- City of North Kansas City, Missouri

The DESIGN PROFESSIONAL's Scope of Services for this Project includes project administration, preliminary field and record investigations, and an alternative alignment evaluation study. Additional services that may be added by contract amendment include: geotechnical investigations, property surveys, pipeline route survey, permitting, easement acquisition, traffic control, preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on all drawings and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the CITY's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

CITY will prepare the "front-end" bidding documents and technical specifications (other than specific information contained or detailed on the construction drawings). DESIGN PROFESSIONAL will supplement bidding documents and technical specifications associated with the selected final alignment, i.e., HDD water main components and construction applications. The CITY will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction phase services, unless the CITY and DESIGN PROFESSIONAL agree for the DESIGN PROFESSIONAL to complete these services as part of a future contract Amendment.

The specific design criteria for this Project shall include the following:

- Develop an alignment alternatives evaluation study including evaluation of permitting, costs, and constructability considerations for two (2) alignment alternatives.
- Evaluate the overall distribution system within the project area to ensure adequate capacity and pressure to all customers.
- Replace break-prone or obsolete water mains and appurtenances and provide transfer of existing services to new mains.
- Ensure adequate fire protection for all residences, businesses, and facilities.
- Locate new water mains and appurtenances in the public right of way, avoiding acquisition of private easements and avoiding placing new mains under street pavement as much as possible. If a private easement is necessary, the proposed alignment should cause the least disturbance to existing features and improvements.
- Eliminate dead ends within the system by providing main loops within the system.
- Provide sufficient valves to isolate mains into segments to maintain water service to adjacent customers to the maximum extent feasible.
- Locate valves on all sides of proposed water main junctions.
- Perform QA/QC reviews prior to all plan submittals.

For General Design Guidelines, see the latest version of Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on CITY's web page at http://www.kcwater.us/projects/rulesandregulations/.

The basic Scope of Services for this Project is organized into seven (7) major Task Series:

- Task Series 100 – Project Administration
- Task Series 200 – Preliminary Design

- Task Series 300 – Final Design (contract amendment)
- Task Series 400 – Bidding Services (contract amendment)
- Task Series 500 – Construction Services (contract amendment)
- Task Series 600 – Optional Services

TASK SERIES 100 – PROJECT ADMINISTRATION

100. Conduct Project Administration Services. DESIGN PROFESSIONAL will provide the management functions required to successfully complete the work, including all project correspondence with the CITY; consultation with the CITY's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of sub consultants, continuous monitoring of work progress; and invoicing for the work performed. DESIGN PROFESSIONAL shall prepare and distribute minutes of plan review meetings with the CITY with action items.

101. Monthly Project Status Reports. DESIGN PROFESSIONAL shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of CITY for an efficient and effective delivery of the DESIGN PROFESSIONAL's services, potential project scope variances with corrective actions suggested by the DESIGN PROFESSIONAL, a general assessment of the DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each Task Series in this Scope of Services based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given Task Series.

102. Initial Project Meeting. DESIGN PROFESSIONAL will conduct an initial project meeting to clarify the CITY's intended scope of work, schedule, budget requirements, and other special requirements for the Project; to review pertinent available data and to present DESIGN PROFESSIONAL's draft work plan and work schedule to confirm they meet the CITY's expectations. Following the initial project meeting, DESIGN PROFESSIONAL shall submit to the CITY for approval its work plan and work schedule for the Project, providing for completion within the term of the Contract. DESIGN PROFESSIONAL shall make modifications to the work plan and work schedule as necessary to obtain CITY approval.

103. Coordination with Appropriate Stakeholders. DESIGN PROFESSIONAL will meet (in-person or virtually) with representatives of appropriate stakeholders to understand requirements and impacts to the alignment alternatives. Stakeholders include, but are not limited to: USACE, Railroad Owners (UPRR, BNSF, and KCSR), Aviation Department of Kansas City, FAA, MODOT, and the City of North Kansas City, Missouri. DESIGN PROFESSIONAL will discuss and document all proposed work for each alignment within areas impacted by each stakeholder.

TASK SERIES 200 - PRELIMINARY DESIGN

200. Perform Corridor Analysis for North Kansas City Alignment.

A. Conduct Field and Record Investigations. DESIGN PROFESSIONAL shall conduct field and record investigations for proposed alignment. These services will include the following tasks:

a. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Provide the CITY electronic copies of the photos taken.

b. Locate and obtain copies of as-built drawings for existing water mains in the area and mains where connections will be made. Provide the CITY one copy of the water main as-built drawings for all project sites.

c. Contact Utility Companies with utilities in the area of the proposed alignments to obtain maps and information for existing and planned utilities. Copies of obtained mapping information will be provided to the CITY.

d. Perform a Limited Environmental Screening Assessment (ESA) for the corridor.
   i. Review federal, state, and local records for potential environmental database listings from databases and sources identified by ASTM E1527-21.
   ii. Review readily available historical Sanborn Fire Insurance Maps, historical topographic maps, and aerial photography from Environmental Data Resources library.
   iii. Observe and assess exterior of current on-site parcel exterior features/conditions from public right of way.
   iv. Evaluate data, provide findings and conclusions, identify data gaps, and provide general recommendations regarding items that may require additional investigation.
   v. Prepare letter report summarizing findings, conclusions, and recommendations.
   vi. Assumptions and exclusions related to the screening assessment:
      1. Screenings will assess areas of potential contamination associated with current and past uses of commercial property near the proposed alignments to assess risks associated with hazardous materials that might be encountered and need to be managed during construction operations. The assessment is a subset of tasks within a typical Phase 1 ESA. These tasks are noninvasive and thus may not identify substances that are not identified through records investigation. The intent is to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions to be present in the site area evaluated. The scope does not include the following standard Phase 1 ESA tasks:

2. Interviews of current or former owners or operators
3. Observations within buildings and within areas of the parcel that are not viewable from public right-of-way
4. Review of prior environmental reports
5. Review of City directory data. This historical task has been excluded due to the large volume of data that would apply for this site area
6. Review of title records, such as title commitments and chain of title data
7. Environmental lien and activity and use limitation searches
8. User interviews and questionnaires
9. Local regulatory inquiries, such as to the fire department, health department, and building department
10. State regulatory agency file reviews or interviews
11. No sampling of any kind
12. Photographs will only be taken of properties with visible potential environmental conditions observed.
13. The CITY will assist in obtaining access to observe the airport site. The fee assumes no security training, badging, or background checks will be required for access to the airport site. If these items are necessary, this will be treated as an Optional Service.
14. Three separate reports will be prepared for: 1. Airport Site, 2. South of the river Site, and 3. North Kansas City Corridor Site.

B. Using data obtained from the field and records investigation, develop GIS mapping for potential alignments through North Kansas City.

C. Meet with CITY to review information obtained and potential alignments. Select a preferred alignment alternative through North Kansas City. Selected preferred alignment will be the alignment included in the Evaluation Study.

201. Perform Alignment Analysis for River Crossing Alignment.

A. Conduct Field and Record Investigations. DESIGN PROFESSIONAL shall conduct field and record investigations for proposed alignment. These services will include the following tasks:

a. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Provide the CITY electronic copies of the photos taken.

b. Locate and obtain copies of as-built drawings for existing water mains in the area and mains where connections will be made. Provide the CITY one copy of the water main as-built drawings for all project sites.

c. Contact Utility Companies with utilities in the area of the proposed alignments to obtain maps and information for existing and planned utilities. Copies of obtained mapping information will be provided to the CITY.

d. Perform a Limited Environmental Screening Assessment (ESA) for the alignment area South of the river, and for the airport site.
    i. Review federal, state, and local records for potential environmental database listings from databases and sources identified by ASTM E1527-21.
    ii. Review readily available historical Sanborn Fire Insurance Maps, historical topographic maps, and aerial photography from Environmental Data Resources library.
    iii. Observe and assess exterior of current on-site parcel exterior features/conditions from public right of way.
    iv. Evaluate data, provide findings and conclusions, identify data gaps, and provide general recommendations regarding items that may require additional investigation.
    v. Prepare letter report summarizing findings, conclusions, and recommendations.
    vi. Assumptions and exclusions related to the screening assessment:
        1. Screenings will assess areas of potential contamination associated with current and past uses of commercial property near the proposed alignments to assess risks associated with hazardous materials that might be encountered and need to be managed during construction operations. The assessment is a subset of tasks within a typical Phase 1 ESA. These tasks are noninvasive and thus may not identify substances that are not identified through records investigation. The intent is to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions to be present in the site area evaluated. The scope does not include the following standard Phase 1 ESA tasks:
        2. Interviews of current or former owners or operators
        3. Observations within buildings and within areas of the parcel that are not viewable from public right-of-way
        4. Review of prior environmental reports
        5. Review of City directory data. This historical task has been excluded due to the large volume of data that would apply for this site area
        6. Review of title records, such as title commitments and chain of title data
        7. Environmental lien and activity and use limitation searches
        8. User interviews and questionnaires
        9. Local regulatory inquiries, such as to the fire department, health department, and building department
        10. State regulatory agency file reviews or interviews
        11. No sampling of any kind

12. Photographs will only be taken of properties with visible potential environmental conditions observed.
13. The CITY will assist in obtaining access to observe the airport site. The fee assumes no security training, badging, or background checks will be required for access to the airport site. If these items are necessary, this will be treated as an Optional Service.
14. Three separate reports will be prepared for: 1. Airport Site, 2. South of the river Site, and 3. North Kansas City Corridor Site.

B. Using data obtained from the field and records investigation, develop GIS mapping for potential alignment.

202. Prepare Alternative Alignments Evaluation Study.

A. Prepare an Evaluation Study to summarize findings of two (2) alternative alignments for the redundant water main to the Downtown Airport.

a. The alternative alignments will consider the location of existing utilities, utility data, surface features, right-of-way, laydown area, construction equipment, available geotechnical data, environmental screening assessment, and existing water main materials, age, and location. Prepare a GIS based map showing the alternative alignments with the above information included.

b. For the river crossing alignment, complete a pipe material evaluation and material recommendation.

c. Prepare a planning level (50% contingency) opinion of probable construction cost (OPCC) for each alternative alignment. The OPCC will be based on the DESIGN PROFESSIONAL's experience and judgement as a professional consultant combined with information from past experience, vendors, and published sources. Since the DESIGN PROFESSIONAL has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final project costs will vary from the opinions of costs presented in this study and funding needs must be carefully reviewed prior to making specific financial decisions or establishing final budgets.

d. Prepare an environmental permit matrix identifying necessary permits required for each alignment.

B. Submit Draft Evaluation Study to the CITY for review.

C. Meet with CITY staff to review the Evaluation Study and discuss comments. Meeting may take place in the office and/or in the field. A summary of the meeting and final decision for the alignment will be documented in a memo addressed to the project manager.

D. Address comments, make necessary changes, and submit a final version of the Evaluation Study.

E. Upon acceptance of the Evaluation Study and selection of an alignment by the CITY; CITY will work with DESIGN PROFESSIONAL to finalize scope and fee for the final design, bidding services, and construction services for the selected alignment.

TASK SERIES 600 – OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in WRITING by the CITY to perform Optional Services. Optional services will not be performed, nor is the DEISGN PROFESSIONAL approved to utilize any of the allowance amount unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

CITY'S RESPONSIBILITIES

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

A. Assist with coordination required to obtain access to the alignment sites for field investigations by DESIGN PROFESSIONAL.

B. Negotiate, sign, and provide access agreements for DESIGN PROFESSIONAL's use to conduct field investigations on adjacent private property considered for acquisition, if required.

C. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, operation and maintenance records, and any other data relative thereto.

D. The CITY hereby commits to review periods for interim deliverables of no more than fifteen (15) calendar days from receipt of deliverables from DESIGN PROFESSIONAL. CITY shall provide consolidated written review comments to DESIGN PROFESSIONAL within that period.

E. CITY's Project Manager will coordinate meetings between the CITY's management, engineering, and operations and maintenance groups, and the DESIGN PROFESSIONAL.

F. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DESIGN PROFESSIONAL.

G. Property and easement acquisition is the responsibility of the CITY. Submittal of all easements obtained to the Jackson County Court House or Clay County Court House for recording of sites and along pipeline corridor is the CITY's responsibility.

H. Preparation and distribution of notification of the CITY's intent to install a new water main to all affected property owners. Assist with coordination required to obtain permission for DESIGN PROFESSIONAL to conduct field investigations, site surveys, geotechnical site investigations, environmental site assessments, etc. on their property, as required.

END OF ATTACHMENT A

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.

4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
    a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
    b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user's fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense.
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership

as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
   a. Individuals may use the User Application included in these specifications or may request the User Application.
   b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
   c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

E. KC Water Digital Data Submittal Standard

Purpose

In an effort to streamline the process of updating KC Water's Geographic Information System (GIS), KC Water is requiring digital copies of the "Approved for Construction" drawings and "Construction Record Drawings".

Information is to be provided in a format that adheres to the requirements outlined below.

1. **Required Submittals Types**
   a. **Approved for Construction Drawings**
      Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings.
      If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.
      (1) Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
      (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. **Submittal Specifications**

a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
c. In the case of an incomplete submission the digital copies may be returned for correction with comments.

3. **Questions/Technical Support**
   a. In the instance of a technical error, question, or discrepancy in the process please contact:

      GIS Manager
      Water.GIS@kcmo.org

4. **CAD Layers and Object Data Tables:**

   The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

   For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.

City of Kansas City, Missouri
Water Main Replacement
16" Redundant Feed to the Downtown Airport
October 3, 2022

									Subs/Expenses					
Task #	Task Description	Project Manager	Project Engineers	QA/QA Review	Detailers	Admin	Subtotal	Total Labor Cost	Trekk (NKC Alignment)	T&B (River Alignment)	EAE (Environmental Assessment)	Tsi (Geotech Data Review)	Copies/ Plotting /Printing	Total Project Cost
	Project Administration													
100	Conduct Project Administration Services	40		4		16	60	$11,228	$9,524	$4,159		$1,059	$250	$26,220
101	Monthly Project Status Reports	12					12	$2,700	$1,292	$2,706		$450	$50	$7,198
102	Initial Project Meeting	2	4				6	$1,230	$2,272	$3,757		$530	$25	$7,814
103	Coordination with Appropriate Stakeholders	4	24				28	$5,580						$5,580
	Preliminary Design													
200	Corridor Analysis for North Kansas City Alignment													
A.a.b.c., B	Field and Records Investigation	8	24				32	$6,480	$78,923					$85,403
A.d.	Environmental Site Assessment	2	4				6	$1,230			$6,950			$8,180
C	Meet with City to Select Preferred Route	4	4				8	$1,680	$2,272					$3,952
201	Alignment Analysis for River Crossing Alignment													
A.a.b.c., B	Field and Records Investigation	8	24				32	$6,480		$40,687				$47,167
A.d.	Environmental Site Assessment	2	4				6	$1,230			$8,700			$9,930
202	Prepare Alternative Alignments Evaluation Study													
A	Prepare Evaluation Study	24	128	8	16		176	$34,800				$8,461	$200	$43,461
B	Submit Draft Evaluation Study		2				2	$390						$390
C	Review Meeting	4	4				8	$1,680					$25	$1,705
D	Address Comments, Submit Final Evaluation Study	2	12				14	$2,790						$2,790
	Total Labor Hours (not including Optional Services) =	112	234	12	16	16	390	$77,498	$94,283	$51,309	$15,650	$10,500	$550	**$249,790**

Total Fee w/o Optional Services	**$249,790**
Optional Services	**$25,210**
Total Fee w/ Optional Services	**$275,000**

ATTACHMENT C

COMPENSATION SCHEDULE
(Effective Through 12/31/23)

Position Classification	Classification Level	Hourly Compensation Range
General Office*	5	$11.00 - $39.00
Technician*	6	$16.00 - $45.00
Assistant*	7	$18.00 - $55.00
	8	$19.00 - $60.00
	9	$23.00 - $70.00
Staff*	10	$24.00 - $77.00
	11	$25.00 - $82.00
Senior	12	$34.00 - $86.00
	13	$36.00 - $97.00
Associate	14	$42.00 - $105.00
	15	$56.00 - $112.00
	16	$61.00 - $123.00
	17	$71.00 - $133.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.

3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.

4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.

5. Officers of Burns & McDonnell will be billed at a maximum rate of $300 per hour.

6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (*) will be based on 1.5 times the employee's hourly billing rate.

7. A charge will be applied at a rate of $5.00 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.

8. The services of contract/agency and/or any personnel employed in the United States by a subsidiary or affiliate of Burns & McDonnell Engineering Company, Inc. shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell Engineering Company, Inc."

9. The hourly compensation ranges shown above are effective through December 31, 2023 and subject to revision thereafter.

10. The services of all personnel employed by Burns & McDonnell India, a subsidiary to Burns & McDonnell Engineering Company, Inc. will be billed to Owner at a standard billing rate of $100/hour.

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

CREO KC DOCUMENTS

1. Contractor Utilization Plan & Request for Waiver
2. Letter of Intent to Subcontract
3. Timetable for MWB/WBE Utilization
4. Request for Modification or Substitution
5. Contractor Affidavit for Final Payment
6. Subcontractor Affidavit for Final Payment

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80002269

Project Title Water Main Replacement - 16" Redundant Feed to the Downtown Airport

Water (Department Project) | KC Water Department

Burns & McDonnell Engineering, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Darin Brickman, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 15 **% MBE** and 10 **% WBE.**

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

   - **BIDDER/PROPOSER PARTICIPATION:** 15 **% MBE** 10 **% WBE**

   - **POST-BID/POST-RFP ESTIMATED BUDGET: $** 249,790.00

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

   - Name of M/WBE Firm Taliaferro & Browne, Inc.
     Address 1020 East 8th Street. Kansas City, MO 64106
     Telephone No. (816) 283-3456
     I.R.S. No. 48-0758891

Name of M/WBE Firm TSi Geotechnical, Inc.
Address 8248 NW 101 st Terrace, #5, Kansas City, MO 64153
Telephone No. (816) 599-7965
I.R.S. No. 43-1535463

Name of M/WBE Firm Environmental Advisors & Engineers, Inc.
Address 19211 W 64th Terrace, Shawnee, KS 66218
Telephone No. (913) 599-4326
I.R.S. No. 43-1806626

Name of M/WBE Firm Trekk Design Group, LLC
Address 1441 East 104th Street, Suite 105, Kansas City, MO 64131
Telephone No. (816) 874-4655
I.R.S. No. 43-1953275

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

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
Taliaferro & Browne, Inc.	Subcontractor	$ 31,224.00	$ 31,224.00	12.50
TSi Geotechnical, Inc.	Subcontractor	$ 6,245.00	$ 6,245.00	2.50

TOTAL MBE $ / TOTAL MBE %: $ 37,469.00 15.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Environmental Advisors & Engineers, Inc.	Subcontractor	$ 3,497.00	$ 3,497.00	1.40
Trekk Design Group, LLC	Subcontractor	$ 21,482.00	$ 21,482.00	8.60

TOTAL WBE $ / TOTAL WBE %: $ 24,979.00 10.00 %

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

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

9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Jeff Heidrick
Address: 9400 Ward Parkway
Kansas City, Missouri, 64114
Phone Number: 816-839-6784
Facsimile number: N/A
E-mail Address: jheidrick@burnsmcd.com

By: _____
Title: Vice President
Date: 2/8/2023
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 8th day of February, 2023.

My Commission Expires: 3-14-24

_____
Notary Public

ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☑
Updated LOI:	☐

Project Name/Title Water Main Replacement - 16" Redundant Feed to the Downtown Airport

Project Location/Number KC Water/80002269

PART I: Prime Contractor Burns & McDonnell Engineering Company, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Environmental Advisors & Engineers, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Perform a Limited Environmental Screening Assessment (ESA) for the proposed project corridors.

for an estimated amount of $_____ (or 1.4 % of the total estimated contract value.)

M/WBE Vendor type:

- ☑ Subcontractor/manufacturer (counts as 100% of contract value towards goals)
- ☐ Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
- ☐ Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

Select one:

- ☑ The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
- ☐ The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____
Street number and name City, State and Zip Code

Primary contact: _____
Name Phone

a) This subcontractor is (select one): ☐MBE ☐WBE ☐DBE ☐N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI); SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

Signature: Prime Contractor

Darrin Brickman
Print Name

Vice President
Title

2/8/2023
Date

State of Missouri)
County of Jackson)

I, Angie Yelton, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this February day of 8th, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Environmental Advisors & Engineers, Inc.

Signature: Subcontractor

Robert Bens
Print Name

Principal/VP
Title

1/30/2023
Date

State of Kansas)
County of Johnson)

I, Linda Lozano-Dickerson state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 01/30, 2023

My Commission Expires: 11-30-2025

Linda Lozano-Dickerson
Notary Public

STAMP:

LINDA LOZANO-DICKERSON
Notary Public, State of Kansas
My Appointment Expires
11-30-2025

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	✓
Updated LOI:	

Project Name/Title Water Main Replacement - 16" Redundant Feed to the Downtown Airport

Project Location/Number KC Water/80002269

PART I: Prime Contractor Burns & McDonnell Engineering Company, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Taliaferro & Browne, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Conduct field and records investigation, including utility coordination and site survey.

for an estimated amount of $_____ (or 12.5 % of the total estimated contract value.)

M/WBE Vendor type:

- [✓] Subcontractor/manufacturer (counts as 100% of contract value towards goals)
- [ ] Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
- [ ] Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

Select one:

- [✓] The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
- [ ] The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____
Street number and name City, State and Zip Code

Primary contact: _____
Name Phone

a) This subcontractor is (select one): ☐MBE ☐WBE ☐DBE ☐N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI); SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

Signature: Prime Contractor

Print Name: Davin Brickman

Title: Vice President

Date: 2/8/2023

State of Missouri)

County of Jackson)

I, Angie Yelton, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of Feb, 2023

My Commission Expires: 3-14-24

Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWBBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Browne, Inc.

Signature: Subcontractor

Print Name: Hagos E Andebrhan

Title: CEO

Date: 01/30/2023

State of Missouri)

County of Jackson)

I, Hagos E. Andebrhan, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of jan. 30, 2023

My Commission Expires: 03-07-2026

Notary Public

STAMP:

EARTHA J. TAYLOR
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 92458631
My Commission Expires 03-07-2026

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☑
Updated LOI:	☐

Project Name/Title Water Main Replacement - 16" Redundant Feed to the Downtown Airport

Project Location/Number KC Water/80002269

PART I: Prime Contractor Burns & McDonnell Engineering Company, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Trekk Design Group, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Conduct field and records investigation, including utility coordination and utility survey.

for an estimated amount of $ 129,159 (or 8.6 % of the total estimated contract value.)

M/WBE Vendor type:
- ☑ Subcontractor/manufacturer (counts as 100% of contract value towards goals)
- ☐ Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
- ☐ Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

Select one:
- ☑ The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
- ☐ The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: TREKK Design Group, LLC

Full address: 1411 E. 104th Street Kansas City, Missouri 64131
(Street number and name; City, State and Zip Code)

Primary contact: Kimberly Rebanett 816-874-4655
(Name; Phone)

a) This subcontractor is (select one): ☐ MBE ☑ WBE ☐ DBE ☐ N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: 129,159

PART 3:

NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI); SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

Signature: Prime Contractor

Print Name: Dawn Brickman

Title: Vice President

Date: 2/8/2023

State of Missouri)

County of Jackson)

I, Angie Yelton, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this February day of 9th, 2023

My Commission Expires: 3-14-24

Notary Public

STAMP:

ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Trekk Design Group, LLC

Signature: Subcontractor

Print Name: Kimberly Robnett

Title: Managing Partner

Date: 2/2/2023

State of Missouri)

County of Jackson)

I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 2nd day of February, 2023

My Commission Expires: 6/30/2026

Notary Public

STAMP:

LINDA S DODSON
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 14991560
My Commission Expires Jun 30, 2026

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☑
Updated LOI:	☐

Project Name/Title Water Main Replacement - 16" Redundant Feed to the Downtown Airport

Project Location/Number KC Water/80002269

PART 1: Prime Contractor Burns & McDonnell Engineering Company, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor TSi Geotechnical, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Provide a preliminary geotechnical and geological review for the project based on available historic boring data adjacent to the project area.

for an estimated amount of $_____(or 2.5 % of the total estimated contract value.)

M/WBE Vendor type:

- ☑ Subcontractor/manufacturer (counts as 100% of contract value towards goals)
- ☐ Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
- ☐ Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

Select one:

- ☒ The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
- ☐ The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____
Street number and name City, State and Zip Code

Primary contact: _____
Name Phone

a) This subcontractor is (select one): ☐MBE ☐WBE ☐DBE ☐N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI); SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

Signature: Prime Contractor

Darin Brickman
Print Name

Vice President
Title

2/8/2023
Date

State of Missouri)
County of Jackson)

I, Angie Yelton, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of Feb, 2023

My Commission Expires: 3-14-24

Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: TSi Geotechnical, Inc.

Signature: Subcontractor

Denise B. Hervey
Print Name

CEO
Title

2. 30. 2023
Date

State of Missouri)
County of St. Louis)

I, Denise B. Hervey, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 31, 2022

My Commission Expires: 9/25/23

Notary Public

STAMP:
Molly K. Harris
NOTARY SEAL
NOTARY PUBLIC
COMM.#15388406
STATE OF MISSOURI

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Darin Brickman *(Name)*, acting in my capacity as Vice President *(Position with Firm)* of Burns & McDonnell Engineering Company, Inc. *(Name of Firm)*, with the submittal of this Timetable, certify that the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

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

Other 365 days (Specify)

Throughout X Beginning 1/3 _____

Middle 1/3 _____ Final 1/3 _____

Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

PLEASE NOTE: Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Civil Rights & Equal Opportunity Department at: (816) 513-1836.

(Signature)

Vice President
(Position with Firm)

2/8/2023
(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

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

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

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

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

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

   for the MBE/WBE firm _____ which is currently
   (Name of old firm)
   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

   perform the following scope of work: _____.
   (Scope of work of old firm)

   b. ☐ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

   _____ % MBE_____% WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

   TO

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

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

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

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

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

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

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

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

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

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

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

Dated:_____ _____
(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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

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

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

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

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

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

DocuSign Envelope ID: CF07562F-6A3B-4EF2-A92A-60C48F7AB190

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 (1) 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 is 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 $300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR_____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____of the_____,

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

_____ as its free act and deed.

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

My commission expires:

_____ _____
Notary Public

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

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

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

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

Subcontractor's Legal Name and Address

_____

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

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

By: _____ _____
(Signature) (Print Name)

_____ _____
(Title) (Date)

NOTARY

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

My Commission Expires:_____ By_____

_____ _____
Print Name Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 26th day of May, 2023, before me appeared Kathy Newman, 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:

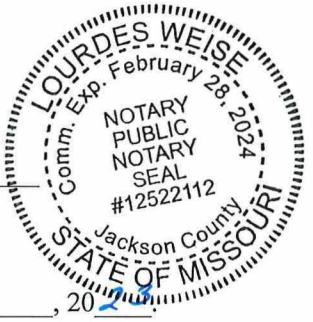
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the HRIS Manager (title) of Burns & McDonnell Eng Co, Inc (business entity) and I am duly authorized, directed or empowered to act with full 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 26th day of May, 2023.

Notary Public

My Commission expires: February 28, 2024

Company ID Number: 34471

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 **Burns and McDonnell Engineering Co, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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

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

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

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

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

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

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

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

Employer Burns and McDonnell Engineering Co, Inc.

Kathy Newman	HR Analyst
Name (Please type or print)	Title
Kathy Newman	**10/06/2006**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 34471

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**10/02/2006**
Signature	Date

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: TSi Geotechnical Inc., Lal Nilesh Email: NLal@tsigeotech.com	Address:8248 NW 101st Terrace #5, Kansas City, MO 64153 Phone: (816) 599-7965 Fax:_____
2.	Name: Environmental Advisors and Engineers, Inc., Jill Biesma, P.E. Email: jbiesma@eaei.com	Address:19211 W 64th Terrace, Shawnee, KS 66218 Phone: (913) 599-4326 Fax: (913) 631-6011
3.	Name: Taliaferro & Browne, Inc., Hagos Andebrhan Email: hagos@tb-engr.com	Address:1020 E 8th St, Kansas City, MO 64106 Phone: (816) 283-3456 Fax: _____
4.	Name: Trekk Design Group, LLC, Travis Biddinger Email: tbiddinger@trekkdesigngroup.com	Address:1441 E 104th Street, Suite 105, Kansas City, MO 64131 Phone: (816) 874-4655 Fax: _____
5.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
6.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
7.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
8.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
9.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
10.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____

Contractor – Company Name: Burns & McDonnell Engineering Company, Inc.
Submitted By: Jeffrey W. Heidrick, P.E.
Title: Senior Project Manager
Telephone No.: (816) 839-6784
Fax No.: (816) 822-3414
E-mail: jheidrick@burnsmcd.com
Date: May 24, 2023

NON-CONSTRUCTION
APPLICATION FOR PAYMENT

ATTACHMENT H

Project Number _____

Contract Number _____

Project Title _____

Final Payment ☐

Application Number: _____ Date:_____

Ordinance Number: _____ Ordinance Date:_____

City PO Number: _____

Design Professional/Contractor:

Legal Name _____

Mail Address: _____

City, ST Zip _____

Vendor Number _____

Application for Work Accomplished: From _____ To: _____

Name of Kansas City, MO Project Mgr: _____

Kansas City, MO Contract Administrator: _____

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

Instructions to Design Professional/Contractor:

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

5. Submit Application to:

Water Services Department
Name, Project Manager
4800 E 63rd St
Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date:_____

Phone: _____ Fax: _____ E-mail:_____

Kansas City:

Approved By: _____ Project Manager Date:_____

Approved By: _____ Director or Designee Date:_____

ATTACHMENT I - RESERVED

Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

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

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

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

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

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

(d) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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

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

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

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

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 9613 PROJECT NO. 80002269
WATER MAIN REPLACEMENT - 16" REDUNDANT FEED TO THE DOWNTOWN AIRPORT

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Co., Inc. (Design Professional). The parties amend the Agreement entered into on May 18, 2023, as follows:

WHEREAS, City has previously entered into a contract dated May 18, 2023, in the amount of $275,000.00: and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of **$949,936.00**, to amend the total contract amount to **$1,224,936.00**; and

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

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

A. Add the following attachments:
   a. Under Attachment A2 – Scope of Services, add Attachment A2 Scope of Services for Amendment No. 1.
   b. Under Attachment C2 – Engineering Fee Summary and Schedule for Position Classifications for Amendment No. 1.
   c. Under Attachment I, add CREO Contract Assurances Addendum.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **$949,936.00**, as follows:

   1. **$817,139.00** for the services performed by Design Professional under this Agreement.

   2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times and Approved

Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C, C1 and C2.**

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

a. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed **$550.00.** The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.

b. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **$132,247.00** for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

c. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04.** A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C1 and C2**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

d. City may revise the Design Professional's Basic Services defined in **Attachments A, A1, and A2** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.

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

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A1 and A2** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments A, A1 and A2**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Rights & Equal Opportunity (CREO KC) Department.

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

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

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

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

DESIGN PROFESSIONAL
I hereby certify that I have authority to execute this document on behalf of Design Professional
By:

Date:_____ _____

Title:

_____

KANSAS CITY, MISSOURI
By:

Date:_____ _____

Title:

_____

Approved as to form:

_____
Assistant City Attorney

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

_____
Director of Finance (Date)