

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81000713 / CONTRACT NO. 1765**  
**FOR IN-LINE STORAGE: OK CREEK GATES-BENDING WEIR**  
**WATER SERVICES DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Black and Veatch Corporation (“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:

Construction phase engineering services for the construction of a new bending weir structure upstream of the existing in-line storage gates, including structural modifications to the OK Creek double box culvert and modifications to the existing grit/rock management facility which is located at 2301 State Line Road in Kansas City, Jackson County, Missouri. The bending weir upstream of the south storage gate will simplify operation, enhance reliability, and provide increased combined sewer overflow capture for the in-line storage gates.

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

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

- A. Design Professional shall perform Scope of Services listed in **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 \$620,000.00, as follows:

1. \$458,272.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

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.

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 \$161,062.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$666.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services.

Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's 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**

Office of the Director  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-0504  
Facsimile: (816) 513-0226  
E-mail address: kenneth.morgan@kcmo.org

**Design Professional:**

**Black & Veatch Corporation**

Jeff Henson  
8400 Ward Parkway  
Kansas City, MO 64114  
Phone: (913) 458-3410  
E-mail address: HensonJ@bv.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 Data Requirements

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

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

**Attachment E** – CREO KC Documents

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

**Attachment F** – Employee Eligibility Verification Affidavit

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

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

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

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

*<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>*

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

**Attachment J** – Non-Construction Application for Payment

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

**Sec. 11. Contract Information Management System.** Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use

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

**Sec. 12. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's CREO KC, 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. 13. Effectiveness; Date.** This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

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

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

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

Name: Andy Shively, P.E.

Title: Deputy Director

Water Services Department

Approved as to form:

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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.

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Director of Finance

Date

## PART II

### STANDARD TERMS AND CONDITIONS

#### **Sec. 1. General Indemnification.**

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

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

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

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

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

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

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

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

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

#### **Sec 3. Insurance.**

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

\$1,000,000 accident with limits of:

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid 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](http://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, recency and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

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

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

## **Sec. 28. Affirmative Action.**

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

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

CREO at any point within the previous two (2) calendar years.

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

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

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

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

### **Section 30. Truth-In-Negotiation Certificate.**

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

### **Section 31. Consent Decree Project**

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

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

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

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

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

## ATTACHMENT A4

### ADDITIONAL SCOPE OF SERVICES FOR BENDING WEIR

DP: Black & Veatch Corporation

Owner: City of Kansas City, Missouri

Project: In-line Storage: OK Creek Gates-Bending Weir

Contract No.: 1765

Project No.: 81000713

#### I. GENERAL

The following paragraphs provide a general description of the Work to be performed by Design Professional (DP) under this Scope of Services. Subsequent paragraphs describe in detail the DP services to be provided.

##### A. Additional Background Information

This phase of Work adds the following Basic Services:

Engineering office and field support services for the installation of a bending weir in the south box culvert. Field representative construction phase services will be provided for all Work included in the construction contract documents. This phase will include 365 days of construction phase services and 90 days of project close out activities.

##### B. General Description of Activities. The Basic Scope of Services to be performed by DP consists of construction phase services for the Project. The Work consists of the following professional services:

1. Project Management and Administration
2. Construction office and field support services
3. Part time Resident Project Representative services
4. Project closeout services

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

Task Series 100 – Project Management and Administration

Task Series 500 – Construction Phase Services

Task Series 600 – Resident Project Representative (RPR) Services

Task Series 700 – Project Closeout

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

A. DP will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY:

1. Task Series 100 will be extended 455 calendar days, or 15 months, as anticipated to complete construction and project closeout activities.
2. Task Series 500 and 600, Services will be completed on or before 365 calendar days, or 12 months, as anticipated to complete construction activities.
3. Task Series 700 – Project Closeout will be completed within 90 calendar days, or three (3) months from either the CONTRACTOR's Submittal of Construction Record Markups, or DP's review of CONTRACTOR's Final Application for Payment, whichever occurs later.

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

The following paragraphs describe the Scope of Services to be provided by the DP for the Project.

### **TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION**

The Project Management and Administration services are developed based on extending the schedule Four Hundred and Fifty-Five (455) days as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

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

Time extension to account for construction phase services. No changes to project management services task.

#### **Task 102 Conduct Project Initiation Meeting – No Changes**

#### **Task 103 Monthly Invoicing**

Time extension to account for construction phase services. No changes to monthly invoicing task.

#### **Task 104 Provide Monthly Status Report**

Time extension to account for construction phase services. No changes to Monthly Status Report.

## **Task 105 Subconsultant Agreements and Administration**

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

## **Task 106 Document Management**

Time extension to account for construction phase services. No changes to Document Management task.

# **TASK SERIES 500 – BENDING WEIR CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES**

To establish the basis for the DP's compensation, Construction Office and Field Support services are based on an anticipated construction schedule of twelve (12) months for the Project. Any changes to this anticipated construction schedule may result in changes to the scope and may require an adjustment to the Scope of Services and/or DP's compensation as approved by the CITY.

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

## **Task 501 CONTRACTOR Communication**

The DP's project manager and Resident Project Representative (RPR) will act as the primary points of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DP and all written communication of any kind will be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

## **Task 502 Review CONTRACTOR's Schedules and Monthly Payment Applications**

DP will receive, review, and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for the project, and monthly updates of the construction schedule, schedule of submittals, and monthly payment applications.

1. Construction Schedule. Review of CONTRACTOR's construction schedule will be for general conformity of the construction schedule to the requirements for

scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents. DP will review up to 12 CONTRACTOR monthly schedules.

2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments and will not constitute an agreement as to the value of each indicated item.
4. Schedule of Monthly Payments: DP will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
5. Monthly Payment Applications: DP will review up to fifteen (15) CONTRACTOR payment request for accuracy and confirm with the RPR that all items were performed as noted. DP will forward recommendations for payment of items on the monthly payment request to the CITY's Project Manager including monthly photographs, progress narrative, updated schedule, and updated schedule of monthly payments, and materials/equipment delivered (and evidence of insurance if stored offsite if allowed by the CITY).

CITY will have final approval authority for all schedules and monthly payment applications.

### **Task 503 Interpretations of Contract Documents**

DP will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications as DP may determine necessary, which will be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. DP's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY for review and approval, and distributed to the CONTRACTOR, CITY and RPR.

To establish the basis for the DP's compensation, a maximum of ten (10) Requests for Interpretations will be completed by DP for the project.

### **Task 504 Preconstruction Conference**

DP will facilitate a preconstruction conference, with the CONTRACTOR, CITY and RPRs. The date, time, and location for the preconstruction conference will be determined and provided by the DP in coordination with the CONTRACTOR, and CITY. The preconstruction conference will include a discussion of the CONTRACTOR's preliminary schedules, work plan, procedures for transmittal, review, and acceptance of the CONTRACTOR's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the CONTRACTOR's responsibilities for safety and first aid, and other administrative items; and will address questions. DP will preside over the meeting, will prepare meeting notes to the CITY for review and approval, and distribute meeting notes to all parties in attendance of the Preconstruction Conference.

### **Task 505 Perform Site Visits**

DP and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, functional acceptance testing, and leak testing with CONTRACTOR and CITY. DP and its Subconsultants will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted in Task 508. To establish the basis for the DP's compensation, four (4) site visits attended by DP and its Subconsultants are anticipated. Three (3) hours for each site visit and travel time is assumed. The following breakdown of the site visits by engineering discipline is assumed:

Discipline	No. of Visits
Electrical Engineer	1
I&C Engineer	1
Structural Engineer - DuBois	1
Site Civil Engineer - TREKK	1

### **Task 506 Shop Drawings and Data Submittals**

DP will receive, review, and accept shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DP's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DP is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free

of errors, inconsistencies, or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

DP will complete the review and respond to submittal items within twenty-eight (28) calendar days of receipt thereof for final approval.

To establish the basis for the DP's compensation, a maximum of thirty-four (34) submittals for the project, including resubmittals, are budgeted to be reviewed. Additional submittals may be reviewed by DP as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DP as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Some sections will have several submittals, such as the valves and concrete rebar.

### **Task 507 Review Operation and Maintenance Manuals.**

DP will receive and review preliminary and final operation and maintenance manuals developed by equipment manufacturers and submitted by CONTRACTOR. DP's review will be for general conformance to the O&M manual development requirements and applicability to the equipment items actually installed. DP will submit its review comments along with preliminary O&M manuals to CONTRACTOR and CITY, and final O&M Manuals received from the CONTRACTOR to CITY.

To establish basis for DP's compensation a combined total of up to ten (10) preliminary, final, and electronic O&M manuals are budgeted to be reviewed as part of the Basic Services. O&Ms are required for the bending weir, velocity meters, instrumentation and controls, and PLC.

### **Task 508 Attend Progress Meetings**

DP along with the RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes.

To establish the basis for DP's compensation, DP will attend a maximum of twelve (12) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one-hour site visit. DP attendance will be limited to 2 people (not including RPRs) and 4 hours per person including travel and review of CONTRACTOR's meeting notes.

### **Task 509 Assist in Evaluating Claims and Change Order Requests**

DP will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DP issuance for request for proposal. DP will evaluate the construction cost and schedule impact of each change order request. DP will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule. DP will

review change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DP will prepare a written recommendation stating the reason for each change order request and recommended action by CITY. The DP will negotiate change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under a change order request, DP will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services. The DP will draft all change orders for the CITY. CITY will review, approve and execute all change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish the basis for DP's compensation, a maximum of two (2) change orders and four (4) associated work change directives have been budgeted. Additional change orders will be provided as Optional Services.

### **Task 510 Field Material Testing.**

Provide the services of an independent testing laboratory to perform all materials testing required by the Construction Contract Documents. Through a Subconsultant agreement, DP will conduct concrete compression tests, field air content, slump tests, and soil standard proctor, relative density and density tests to verify compliance with the requirements of the Construction Contract Documents. DP will evaluate the test results and submit them to the City. Up to ten (10) sets of four cylinders will be prepared for concrete compressive strength tests. Up to ten (10) concrete compression tests, ten (10) field air content tests, and ten (10) slump tests will be performed. Up to one (1) standard Proctor tests will be performed on soil backfill materials. Up to two (2) nuclear density tests on compacted backfill will be performed.

### **Task 511 Substantial Completion Inspection**

The DP, RPR and Subconsultants will perform an inspection at substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that each lead discipline engineer will attend. The DP will submit to the CITY a statement of substantial completion.

### **Task 512 Final Completion Inspection**

The DP's Engineering Manager and the RPR will perform a final inspection of the work to determine if the punch list of deficiencies from the Substantial Completion Inspection have been corrected. The DP and the RPR will submit to the CITY a statement of final completion.

### **Task 513 Prepare Operations Manual**

The DP will prepare an Operations Manual for the bending weir gate and modifications to the Turkey Creek Pump Station and downstream gate controls. The following topics will be included in the Operations Manual:

- System Description. Description of the bending weir gate and work modified in the OK Creek Sewer Interceptor and Turkey Creek Interceptor as provided by the instrumentation and controls description for all elements in the project.
- Design Criteria. Tables of design criteria for the system components.
- Normal Operation. System's normal operation procedures with block diagrams of normal start-up and shutdown procedures. The format to be used will include descriptions of the three control modes: a Normal Operating Mode of Remote Automatic operation and local manual operation will be addressed. DP will not be responsible for the development of any emergency procedures; emergency procedure development and implementation shall be the sole responsibility of the CITY. Emergency procedures development is not included in this Project. The following topics will be included in the operations manual prepared by the DP.

Name of System or Process	Operator-Centric Description
Process Objective and Description	Description of the system or process with the objective of 'connecting' the upstream and downstream processes specific to the facility. This section will include a description of the 'normal operating mode' and the 'alternative operating modes' as provided in the instrumentation and controls descriptions.
Operational Process Control	Description of the system or process with the objective of providing site-specific process control tools such as screening operating scenarios.
Process Alarms and Set Points	Description and/or table of the system or process alarms and set points with the objective of providing site-specific directions.
Startup Procedures	Step-by-step procedures for initiating normal process operation, including local control panel configuration, instrumentation, monitoring and control, SCADA monitoring and control.
Shutdown Procedures	Step-by-step procedures for initiating shutdown of process/system flow, securing pumping equipment, instrumentation, SCADA and other ancillary systems/subsystems.
Process Control Troubleshooting	Description of the system or process with the objective of providing site specific process control troubleshooting information using flow charts and/or tables.

- Maintenance. Discussion of the normal and preventative maintenance procedures.

The DP will provide electronic copies in Word format and two (2) hard copies of the preliminary Operations Manual to OWNER for review. The DP will update the preliminary manual after commissioning and acceptance testing and submit electronic copies in Word format and two (2) hard copies to OWNER.

## **TASK SERIES 550 – ROCK BOX MODIFICATION CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES**

To establish the basis for the DP's compensation, Construction Office and Field Support services are based on an anticipated construction schedule of twelve (12) months for the Project. Any changes to this anticipated construction schedule may result in changes to the scope and may require an adjustment to the Scope of Services and/or DP's compensation as approved by the CITY.

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

### **Task 551 CONTRACTOR Communication**

The DP's project manager and Resident Project Representative (RPR) will act as the primary points of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DP and all written communication of any kind will be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

### **Task 552 Interpretations of Contract Documents**

DP will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications as DP may determine necessary, which will be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. DP's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY for review and approval, and distributed to the CONTRACTOR, CITY and RPR.

To establish the basis for the DP's compensation, a maximum of five (5) Requests for Interpretations will be completed by DP for the project.

### **Task 553 Perform Site Visits**

DP and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, functional acceptance testing, and leak testing with CONTRACTOR and CITY. DP and its Subconsultants will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and

drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted in Task 508. To establish the basis for the DP's compensation, two (2) site visits attended by DP and its Subconsultants are anticipated. Three (3) hours for each site visit and travel time is assumed. The following breakdown of the site visits by engineering discipline is assumed:

Discipline	No. of Visits
Geotechnical Engineer	1
Site Civil Engineer - TREKK	1

### **Task 556 Shop Drawings and Data Submittals**

DP will receive, review, and accept shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DP's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DP is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

DP will complete the review and respond to submittal items within twenty-eight (28) calendar days of receipt thereof for final approval.

To establish the basis for the DP's compensation, a maximum of twenty-two (22) submittals for the project, including resubmittals, are budgeted to be reviewed. Additional submittals may be reviewed by DP as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DP as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Some sections will have several submittals, such as the valves and concrete rebar.

### **Task 557 Review Operation and Maintenance Manuals.**

DP will receive and review preliminary and final operation and maintenance manuals developed by equipment manufacturers and submitted by CONTRACTOR. DP's review will be for general conformance to the O&M manual development requirements and applicability to the equipment items installed. DP will submit its review comments along with preliminary O&M manuals to CONTRACTOR and CITY, and final O&M Manuals received from the CONTRACTOR to CITY.

To establish basis for DP's compensation a combined total of up to six (6) preliminary, final, and electronic O&M manuals are budgeted to be reviewed as part of the Basic Services. O&Ms are required for the in-line grinder, isolation valves, modulating plug valve, magmeter, air release valve, and slide gates.

### **Task 558 Attend Progress Meetings**

DP along with the RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes.

To establish the basis for DP's compensation, DP will attend a maximum of two (2) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one-hour site visit. DP attendance will be limited to 4 hours per person including travel and review of CONTRACTOR's meeting notes.

### **Task 559 Assist in Evaluating Claims and Change Order Requests**

DP will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DP issuance for request for proposal. DP will evaluate the construction cost and schedule impact of each change order request. DP will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule. DP will review change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DP will prepare a written recommendation stating the reason for each change order request and recommended action by CITY. The DP will negotiate change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under a change order request, DP will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services. The DP will draft all change orders for the CITY. CITY will review, approve and execute all change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish the basis for DP's compensation, a maximum of one (1) change orders and three (3) associated work change directives have been budgeted. Additional change orders will be provided as Optional Services.

### **Task 561 Field Material Testing.**

Provide the services of an independent testing laboratory to perform all materials testing required by the Construction Contract Documents. Through a Subconsultant agreement, DP will conduct concrete compression tests, field air content, slump tests, and soil standard proctor, relative

density and density tests to verify compliance with the requirements of the Construction Contract Documents. DP will evaluate the test results and submit them to the City. Up to three (3) sets of four cylinders will be prepared for concrete compressive strength tests. Up to three (3) concrete compression tests, three (3) field air content tests, and three (3) slump tests will be performed. Up to one (1) standard Proctor tests will be performed on soil backfill materials. Up to three (3) nuclear density tests on compacted backfill will be performed.

### **Task 564 Prepare Operations Manual**

The DP will prepare updates to the Turkey Creek Pump Station Operations Manual to incorporate rock box recirculation line modifications. The following topics will be included in the Operations Manual:

- System Description. Description of the recirculation loop and work modified in the Turkey Creek Pump Station and ‘normal operating mode’ as provided by the instrumentation and controls description for all elements in the project.

<b>Name of System or Process</b>	<b>Operator-Centric Description</b>
Process Objective and Description	Description of the system or process with the objective of ‘connecting’ the upstream and downstream processes specific to the facility. This section will include a description of the ‘normal operating mode’ and the ‘alternative operating modes’ as provided in the instrumentation and controls descriptions.
Operational Process Control	Description of the system or process with the objective of providing site-specific process control tools such as recirculation operating scenarios.
Process Alarms and Set Points	Description and/or table of the system or process alarms and set points with the objective of providing site-specific directions.
Startup Procedures	Step-by-step procedures for initiating normal process operation, including local control panel configuration, instrumentation, monitoring and control, SCADA monitoring and control.
Shutdown Procedures	Step-by-step procedures for initiating shutdown of process/system flow, securing pumping equipment, instrumentation, SCADA and other ancillary systems/subsystems.
Process Control Troubleshooting	Description of the system or process with the objective of providing site specific process control troubleshooting information using flow charts and/or tables.

- Design Criteria. Tables of design criteria for the system components.
- Normal Operation. System's normal operation procedures with block diagrams of normal start-up and shutdown procedures. The format to be used will include descriptions of the three control modes: a Normal Operating Mode of Remote Automatic operation and local manual operation will be addressed. DP will not be responsible for the development of any emergency procedures; emergency procedure development and implementation shall be the sole responsibility of the CITY. Emergency procedures development is not included in this Project. The following topics will be included in the operations manual prepared by the DP.
- Maintenance. Discussion of the normal and preventative maintenance procedures.

The DP will provide electronic copies in Word format and two (2) hard copies of the preliminary Operations Manual to OWNER for review. The DP will update the preliminary manual after commissioning and acceptance testing and submit electronic copies in Word format and two (2) hard copies to OWNER.

## **TASK SERIES 600 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

DP will provide Resident Project Representative (RPR) services to observe the construction work associated with the Project as defined in the Construction Contract Documents. Through a Subconsultant agreement, DP will provide RPR assistants.

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

1. RPR Level of Effort: To establish a basis for DP's compensation for resident project representative services, the effort for Task Series 300 is based on providing one part-time RPR working up to 16 hours per week over the course of twenty weeks until substantial completion and four hours per week over the course of four weeks until final completion for a total of 335 hours. Additional inspection will be provided as Optional Services upon written authorization from the CITY.
2. General Responsibilities. RPR will be on site from the CONTRACTOR's mobilization until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DP, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work.

## **Task 601 Schedules**

RPR will assist DP with the review of CONTRACTOR's monthly construction schedule updates as described in Task 202. RPR will provide comments concerning their acceptability to DP.

## **Task 602 Meeting and Conferences:**

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

## **Task 603 Liaison**

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

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. Awareness of job site activities, at times when the RPR is not on site, is limited to that which is reported to the RPR by the CONTRACTOR.
3. Track the CONTRACTOR's progress on a daily basis. Keep a running record of work performed. Record will be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings.
4. Provide a monthly summary of work completed by the CONTRACTOR in the monthly CPS status report.

5. Witness and document testing performed by the CONTRACTOR.
6. Immediately notify DP and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

#### **Task 604 Review of Work, Rejection of Defective Work, Inspections and Testing**

1. RPR will conduct onsite observations of the general progress of the Work to assist DP in determining if the Work is performed in accordance with the Construction Contract Documents.
2. RPR will report to DP whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DP when RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DP will report unsatisfactory work to the CITY.
3. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.
6. Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DP and CITY for review and information.
7. RPR will verify that tests and operations and maintenance training is conducted as required by the Contract Document and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DP appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR is on site.

#### **Task 605 Records**

1. RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DP's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.

2. RPR will keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is onsite, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR will record names, addresses, and telephone numbers of all CONTRACTOR, Subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 401.

### **Task 606 Reports and Document Review**

1. Submit to DP, with a notification to the CITY's Project Manager or designate on a weekly basis, the daily reports of RPR observed events at the job site, including the following information:
  - a. Hours the CONTRACTOR worked on the site.
  - b. Review CONTRACTOR and Subcontractor personnel on site (Daily Labor Force Report received from CONTRACTOR).
  - c. Construction equipment on the site.
  - d. Observed delays and potential causes.
  - e. Weather conditions.
  - f. Data relative to claims for extras or deductions.
  - g. Daily construction activities and condition of the work.
  - h. Observations pertaining to the progress of the Work. Materials received on site.
  - i. Construction issues, and resolutions or proposed resolutions to issues.
2. All reports will be prepared using CITY-provided forms or DP's forms approved by the CITY.

### **Task 607 Payment Requisitions**

RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DP, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness.

### **Task 608 Substantial Completion Inspection**

1. Before DP conducts Substantial Completion Inspection, and after CONTRACTOR certifies the project is ready for Substantial Completion, RPR will provide the DP with an opinion as to the project's readiness.
2. RPR and DP will conduct substantial completion inspection in the company of the CITY and CONTRACTOR. RPR and DP will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before distribution by the CITY.
3. The DP will provide technical assistance in the identification of project punch-list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work.

### **Task 609 Final Completion Inspection**

1. RPR and DP will conduct final completion inspection in the company of the CITY and CONTRACTOR. RPR and DP will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before it is distributed by the DP.
2. RPR and DP will verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

## **TASK SERIES 700 – PROJECT CLOSEOUT**

### **Task 701 Construction Record Drawings**

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DP will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.

2. DP is not responsible for any errors or omission in the information from others that is incorporated into the record drawings.
3. DP will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format.
4. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DP will review these items with RPR before issuing a statement of final completion to the CITY.

### **Task 702 Furnish CONTRACTOR's Completion Documents**

DP will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Review Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DP in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DP will be limited as provided under the "Review Shop Drawings and Data Submittals" in the Construction Phase Services task.

### **Task 703 Project Closeout Documentation**

The DP will review and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY. DP will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DP's final invoice.

## **TASK SERIES 800 – OPTIONAL SERVICES**

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

1. Additional performance of field-testing services beyond those defined in the Basic Scope of Services. Field testing services is planned to be the responsibility of the DESIGN PROFESSIONAL under the Construction Contract Documents.
2. Additional RPR Services or Office Phase Services beyond the quantities defined in the Basic Scope of Services.
3. Survey Services
4. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by

CONTRACTOR pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY will reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.

5. Regulatory Coordination: Liaison with Regulatory Agencies beyond coordination already completed or associated with the Work.
6. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.

#### **END OF SCOPE OF SERVICES**

**ATTACHMENT B**

**ELECTRONIC DATA REQUIREMENTS**

**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 apprised 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) KC 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**

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.

**ATTACHMENT C**

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

		Staffing Summary																			
	Client Position	PMT05	PMT03	ADM03	PJC02	FIN03	FIN03	EST06	ENG131	ENG128	ENG133	ENG131	ENG129	ENG132	ENG129	ENG131	ENG129				
	Discipline	PM&S - Project Management	PM&S - Project Management	PM&S - Project Admin Support	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Project Billing	PM&S - Estimating	EDS - Design/Engineering Management	EDS - Civil	EDS - Civil	EDS - Structural/Architectural	EDS - Structural/Architectural	EDS - Electrical	EDS - Electrical	EDS - Instrumentation & Controls	EDS - Instrumentation & Controls				
	HOURS\ COST TOTALS IN USD \$:	90	260	200	19	32	16	28	585	779	26	4	36	11	49	18	26				
	BILLING RATE IN USD \$ \ MARKUP:	\$ 397.28	\$ 321.71	\$ 111.18	\$ 142.23	\$ 109.91	\$ 109.91	\$ 253.72	\$ 225.37	\$ 144.88	\$ 300.14	\$ 225.37	\$ 168.78	\$ 262.38	\$ 168.78	\$ 225.37	\$ 168.78				
	CONTRACT TOTALS IN USD \$:	\$ 35,755	\$ 83,645	\$ 22,235	\$ 2,702	\$ 3,517	\$ 1,759	\$ 7,104	\$ 131,839	\$ 112,861	\$ 7,804	\$ 901	\$ 6,076	\$ 2,886	\$ 8,270	\$ 4,057	\$ 4,388				
Task	Description																				
<b>Task 1</b>	<b>Task 100 - Project Management and Administration</b>																				
1/01	Project Management Services	15	16																		
1/02	Monthly Invoicing		16	16			16	16													
1/03	Monthly Status Report		16	16	15																
1/04	Subconsultant Agreements	2	4	16	4	16															
1/05	Document Management			21					16												
<b>Task 1 Subtotals</b>		<b>17</b>	<b>52</b>	<b>69</b>	<b>19</b>	<b>32</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>			
<b>Task 2</b>	<b>Task 500 - Bending Weir Construction Office and Field Support</b>																				
2/01	Contractor Communication			39								92	207								
2/02	Review Contractor Schedules and Pay Applications		7									24	37								
2/03	RFIs	11	11	21								10	40	59		1	1	1	1		
2/04	Preconstruction Conference	3	4	3								8	13				3	3			
2/05	Perform Site Visit		4									14	11				4	4			
2/06	Shop Drawings	9	35									70	71		1	17	2	10	6		
2/07	Review O&M Manuals	6	11									22	23			1	2	1	2		
2/08	Progress Meetings		25									38	39								
1600	Change Orders	33	33	9								8	50	51			1	3	1		
2/10	Field Material Testing		5									10									
2/11	Substantial Completion	5	2									8	11								
2/12	Final Completion		2	2								6	7								
2/13	Prepare Operations Manuals		3	3								6	7								
<b>Task 2 Subtotals</b>		<b>47</b>	<b>150</b>	<b>83</b>								<b>18</b>	<b>382</b>	<b>536</b>	<b>2</b>	<b>18</b>	<b>5</b>	<b>22</b>	<b>12</b>	<b>9</b>	
<b>Task 3</b>	<b>Task 550 - Rock Box Modifications Construction Office and Field Support</b>																				
3/01	Contractor Communication			8								27	53								
3/02	RFIs	5	6	10								5	21	29	8	1	1	1	1		
3/03	Perform Site Visits		2									7	4	6			4				
3/04	Shop Drawings		4	22								41	45	12	1	17	2	10	8		
3/05	Review Operation and Maintenance Manuals		2	6								13	13				1	2	1		
3/06	Attend Progress Meetings		2									7	7								
3/07	Change Orders	17	16	8								5	33	33			1	3	1		
3/08	Field Material Testing		4									5	5								
3/09	Prepare Operations Manuals		2	2								5	5								
<b>Task 3 Subtotals</b>		<b>22</b>	<b>46</b>	<b>48</b>								<b>10</b>	<b>159</b>	<b>194</b>	<b>26</b>	<b>2</b>	<b>18</b>	<b>5</b>	<b>22</b>	<b>5</b>	<b>15</b>
<b>Task 4</b>	<b>Task 600 - Resident Project Representative Services</b>																				
4/01	RPR Services																				
<b>Task 4 Subtotals</b>																					
<b>Task 5</b>	<b>Task 700 - Project Closeout</b>																				
5/01	Construction Record Drawings	2	4									16	23				1	5	1	2	
5/02	Furnish Contractor's Completion Documents	1	4									4	9								
5/03	Project Closeout Documentation		1	4								8	17								
<b>Task 5 Subtotals</b>		<b>4</b>	<b>12</b>									<b>28</b>	<b>49</b>			<b>1</b>	<b>5</b>	<b>1</b>	<b>2</b>		

								Hours	Labor	Subcontract Summary			Subcontracts	Travel Expenses	Project Total	
Client Position		ENT130	ENT127	ENT127	ENT128	ENT128	ENT131			TREKK	DuBois	Tsi				
Discipline		EDS - Virtual Design & Data Solutions	EDS - Process Engineering													
	HOURS\COST TOTALS IN USD \$:	9	26	9	5	4	72	2,304		\$ 61,934	\$ 87,128	\$ 12,920	\$ 161,982			
	BILLING RATE IN USD \$\\MARKUP:	\$ 166.19	\$ 107.34	\$ 107.34	\$ 122.12	\$ 122.12	\$ 197.75			0.00%	0.00%	0.00%				
	CONTRACT TOTALS IN USD \$:	\$ 1,496	\$ 2,791	\$ 966	\$ 611	\$ 488	\$ 14,238			\$ 456,390	\$ 61,934	\$ 87,128	\$ 12,920	\$ 161,982	\$ 962	\$ 619,334
Task	Description															
<b>Task 1</b> <i>Task 100 - Project Management and Administration</i>																
1/01	Project Management Services							31	\$ 11,107	\$ 4,200	\$ 6,000		\$ 10,200		\$ 21,307	
1/02	Monthly Invoicing							64	\$ 10,443	\$ 1,900			\$ 1,900		\$ 12,343	
1/03	Monthly Status Report							47	\$ 9,060						\$ 9,060	
1/04	Subconsultant Agreements							42	\$ 6,188						\$ 6,188	
1/05	Document Management							37	\$ 5,941						\$ 5,941	
<b>Task 1 Subtotals</b>								221	\$ 42,738	\$ 6,100	\$ 6,000		\$ 12,100		\$ 54,838	
<b>Task 2</b> <i>Task 500 - Bending Weir Construction Office and Field Support</i>																
2/01	Contractor Communication							338	\$ 63,270	\$ 4,200			\$ 4,200		\$ 67,470	
2/02	Review Contractor Schedules and Pay Applications							68	\$ 13,021						\$ 13,021	
2/03	RFIs							156	\$ 31,225	\$ 3,200	\$ 2,200		\$ 5,400		\$ 36,625	
2/04	Preconstruction Conference							37	\$ 7,681	\$ 1,100	\$ 600		\$ 1,700	\$ 40	\$ 9,421	
2/05	Perform Site Visit							37	\$ 7,612	\$ 3,200	\$ 700		\$ 3,900	\$ 160	\$ 11,672	
2/06	Shop Drawings							223	\$ 39,619	\$ 7,200	\$ 2,800		\$ 10,000		\$ 49,619	
2/07	Review O&M Manuals							68	\$ 12,606	\$ 400			\$ 400		\$ 13,006	
2/08	Progress Meetings							102	\$ 22,257	\$ 2,400	\$ 1,200		\$ 3,600	\$ 522	\$ 26,379	
1600	Change Orders							190	\$ 46,577	\$ 1,800	\$ 1,600		\$ 3,400		\$ 49,977	
2/10	Field Material Testing							15	\$ 3,862				\$ 8,614		\$ 12,476	
2/11	Substantial Completion							26	\$ 5,228	\$ 1,200	\$ 800		\$ 2,000	\$ 40	\$ 7,268	
2/12	Final Completion							17	\$ 3,232	\$ 1,200	\$ 400		\$ 1,600	\$ 40	\$ 4,872	
2/13	Prepare Operations Manuals							40	\$ 11,575						\$ 11,575	
<b>Task 2 Subtotals</b>								40	\$ 1,324	\$ 265,116	\$ 25,900	\$ 10,300	\$ 8,614	\$ 44,814	\$ 802	\$ 310,732
<b>Task 3</b> <i>Task 550 - Rock Box Modifications Construction Office and Field Su</i>																
3/01	Contractor Communication							88	\$ 16,337	\$ 4,200			\$ 4,200		\$ 20,537	
3/02	RFIs							94	\$ 19,527	\$ 3,200	\$ 2,200		\$ 5,400		\$ 24,927	
3/03	Perform Site Visits							23	\$ 5,276	\$ 3,200	\$ 700		\$ 3,900	\$ 80	\$ 9,256	
3/04	Shop Drawings							164	\$ 30,202	\$ 7,200	\$ 2,800		\$ 10,000		\$ 40,202	
3/05	Review Operation and Maintenance Manuals							41	\$ 7,455	\$ 400			\$ 400		\$ 7,855	
3/06	Attend Progress Meetings							16	\$ 3,235	\$ 2,400	\$ 800		\$ 3,200	\$ 80	\$ 6,515	
3/07	Change Orders							118	\$ 27,440	\$ 1,800	\$ 1,600		\$ 3,400		\$ 30,840	
3/08	Field Material Testing							14	\$ 3,138				\$ 8,614		\$ 11,752	
3/09	Prepare Operations Manuals							32	\$ 9,045						\$ 9,045	
<b>Task 3 Subtotals</b>								32	\$ 604	\$ 121,656	\$ 17,934	\$ 4,700	\$ 4,306	\$ 26,940	\$ 160	\$ 148,756
<b>Task 4</b> <i>Task 600 - Resident Project Representative Services</i>																
4/01	RPR Services									\$ 51,260			\$ 51,260		\$ 51,260	
<b>Task 4 Subtotals</b>										\$ 51,260			\$ 51,260		\$ 51,260	
<b>Task 5</b> <i>Task 700 - Project Closeout</i>																
5/01	Construction Record Drawings	9	26	9	5	4		107	\$ 17,041	\$ 10,200	\$ 10,960		\$ 21,160		\$ 38,201	
5/02	Furnish Contractor's Completion Documents							18	\$ 3,890						\$ 3,890	
5/03	Project Closeout Documentation							30	\$ 5,950	\$ 1,800	\$ 3,908		\$ 5,708		\$ 11,658	
<b>Task 5 Subtotals</b>								155	\$ 26,880	\$ 12,000	\$ 14,868		\$ 26,868		\$ 53,748	

**ATTACHMENT C**

**BLACK & VEATCH CORPORATION**  
**SCHEDULE OF POSITION CLASSIFICATIONS FOR CONSTRUCTION PHASE**  
**SERVICES**  
**FOR**  
**CITY OF KANSAS CITY, MISSOURI**

The Attachment C hourly rates for an employee may be increased by the Design Professional during the term of this Agreement a maximum of 5% annually. Design Professional will provide the City for approval on April 1st of each City's fiscal year proposed salary rate ranges for the job classification listed. New job classification will be added to the above list as applicable

Hourly Billing Rates Effective April 1, 2025 through March 31, 2026

<b>JOB CLASSIFICATION</b>	<b>CLASSIFICATION</b>	<b>SALARY RATE</b>	
		<b>MINIMUM RATE</b>	<b>MAXIMUM RATE</b>
Administrative Business (ADM)	ADM 001	15.72	29.70
	ADM 002	20.24	48.54
	ADM 003	23.37	52.16
	ADM 004	28.91	61.53
	ADM 005	33.90	76.30
	ADM 006	44.52	89.14
	ADM 007	51.92	106.85
	ADM 008	62.07	120.04
	ADM 009	86.41	148.47
Administrative Support (ADO)	ADO-001	15.55	30.03
	ADO-002	16.15	34.10
	ADO-003	17.87	39.33
	ADO-004	19.53	44.95
	ADO-005	21.08	48.29
	ADO-006	23.60	52.89
	ADO-007	26.94	61.00
Architectural (ARC)			
	ARC-001	23.20	40.98
	ARC-003	24.73	44.16
	ARC-004	33.87	49.11
	ARC-005	37.71	57.59
	ARC-006	49.12	75.76
	ARC-007	65.48	89.15
	ARC-008	68.82	96.00
Construction Services (CNS)	CNS-001	18.91	39.88
	CNS-002	22.95	48.73
	CNS-003	25.92	58.07

**CONFIDENTIAL**

<b>JOB CLASSIFICATION</b>	<b>CLASSIFICATION</b>	<b>SALARY RATE</b>	
		<b>MINIMUM RATE</b>	<b>MAXIMUM RATE</b>
	CNS-004	32.41	66.12
	CNS-005	33.15	93.50
	CNS-006	40.92	96.80
	CNS-007	48.82	99.00
	CNS-008	54.46	109.37
	CNS-009	67.46	137.86
	CNS-010	79.88	148.25
	CNS-011	100.29	149.48
	CNS-012	118.49	164.32
Consulting (CST)	CST-001	29.60	56.00
	CST-002	34.08	68.80
	CST-003	38.60	85.15
	CST-004	55.62	124.80
	CST-005	66.82	165.00
	CST-006	90.34	170.78
	CST-007	102.42	175.27
	CST-008	120.27	189.75
Engineering (ENG)	ENG-097	17.39	39.99
	ENG-127	29.16	57.43
	ENG-128	31.29	65.59
	ENG-129	36.04	73.34
	ENG-130	42.45	87.73
	ENG-131	49.40	105.77
	ENG-132	56.69	120.82
	ENG-133	68.10	141.11
	ENG-134	78.61	165.71
	ENG-135	84.06	168.56
	ENG-136	88.86	171.77
Engineering & Technical Specialties (ENS)	ENS-127	24.27	48.38
	ENS-128	29.35	51.70
	ENS-129	34.72	69.77
	ENS-130	39.82	75.22
	ENS-131	45.29	89.33
	ENS-132	52.50	103.50
	ENS-133	62.96	111.91
	ENS-134	75.73	125.65
	ENS-135	83.91	129.50
	ENS-136	85.42	131.67

**CONFIDENTIAL**

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Engineering Technician (ENT)	ENT-097	16.15	28.88
	ENT-125	19.58	41.41
	ENT-126	21.31	45.87
	ENT-127	24.48	48.24
	ENT-128	27.57	54.20
	ENT-129	32.32	64.98
	ENT-130	36.89	70.84
	ENT-131	43.43	92.93
	ENT-132	52.60	97.88
	ENT-133	61.28	115.50
	ENT-134	72.31	106.64
Estimating (EST)	EST-001	24.43	45.65
	EST-002	30.19	48.39
	EST-003	33.18	55.99
	EST-004	35.53	79.21
	EST-005	47.45	90.65
	EST-006	56.88	103.35
	EST-007	68.15	122.47
	EST-008	80.44	147.00
	EST-009	99.67	149.35
Finance (FIN)	FIN-001	17.29	26.52
	FIN-002	20.42	35.36
	FIN-003	24.42	50.71
	FIN-004	29.93	55.17
	FIN-005	35.38	63.69
	FIN-006	42.61	77.86
	FIN-007	51.52	92.46
	FIN-008	66.54	110.77
General Management (GMT)	GMT-001	44.30	86.90
	GMT-002	58.94	111.46
	GMT-003	64.84	117.99
	GMT-004	77.29	149.57
	GMT-005	82.18	169.70
	GMT-006	94.15	192.74
	GMT-007	114.20	221.15
	GMT-008	124.69	223.72
	GMT-009	143.65	235.40
Information Technology Services (ITS)	ITS-1	17.63	29.70
	ITS-2	21.80	38.01

**CONFIDENTIAL**

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	ITS-3	25.88	46.50
	ITS-4	29.74	66.09
	ITS-5	35.99	85.08
	ITS-6	45.05	88.53
	ITS-7	57.05	153.37
	ITS-8	68.90	158.13
	ITS-9	95.76	166.86
	ITS-10	117.12	175.62
Legal (LGL)	LGL-001	28.05	44.00
	LGL-002	33.37	45.52
	LGL-003	36.07	57.30
	LGL-004	38.81	60.12
	LGL-005	47.55	84.77
	LGL-006	58.29	106.74
	LGL-007	75.39	134.97
	LGL-008	89.67	160.55
	LGL-009	110.21	170.90
	LGL-010	127.13	172.95
Marketing & Communications (MAC)	MAC-001	19.82	29.21
	MAC-002	22.97	32.50
	MAC-003	25.62	43.29
	MAC-004	33.01	57.37
	MAC-005	37.37	67.95
	MAC-006	39.92	97.90
	MAC-007	49.88	100.78
	MAC-008	56.78	122.68
	MAC-009	87.33	126.61
	MAC-010	95.15	132.04
Procurement (PCR)	PCR-001	22.16	40.45
	PCR-002	25.69	54.74
	PCR-003	29.69	59.61
	PCR-004	32.99	68.25
	PCR-005	41.84	75.12
	PCR-006	49.73	97.75
	PCR-007	57.11	108.72
	PCR-008	77.54	113.30
Project Controls (PJC)	PJC-001	27.67	49.11
	PJC-002	30.88	55.99
	PJC-003	35.25	66.85

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<b>JOB CLASSIFICATION</b>	<b>CLASSIFICATION</b>	<b>SALARY RATE</b>	
		<b>MINIMUM RATE</b>	<b>MAXIMUM RATE</b>
	PJC-004	43.30	78.93
	PJC-005	50.36	93.95
	PJC-006	60.01	112.36
	PJC-007	71.23	121.38
	PJC-008	78.24	129.28
	PJC-009	82.25	130.41
Project Management (PMT)	PMT-001	43.56	124.32
	PMT-002	51.32	127.21
	PMT-003	53.29	132.29
	PMT-004	80.39	149.91
	PMT-005	88.76	165.19
	PMT-006	98.72	193.60
	PMT-007	112.17	173.10
	PMT-008	127.52	175.18
Sales (SAM)	SAM-001	22.84	43.17
	SAM-002	25.28	47.60
	SAM-003	29.53	51.43
	SAM-004	33.36	60.48
	SAM-005	37.33	81.56
	SAM-006	48.34	126.13
	SAM-007	57.80	121.99
	SAM-008	66.10	142.73
	SAM-009	86.23	169.58
	SAM-010	106.16	172.65
	SAM-011	118.57	199.15
Security Services (SEC)	SEC-006	48.42	72.87
	SEC-007	51.36	77.26
	SEC-008	58.01	98.37
Specialized Staff (SPC)	SPC-001	19.12	42.35
	SPC-002	22.43	44.88
	SPC-003	26.97	47.28
	SPC-004	30.19	60.20
	SPC-005	40.49	72.23
	SPC-006	45.50	84.74
	SPC-007	50.39	99.36
	SPC-008	66.81	115.14
	SPC-009	68.63	119.40

End of Attachment C

## **ATTACHMENT D**

### **CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA**

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



## CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number PN 81000713/CN1765

Project Title Inline Storage: OK Creek Gates - Bending Weir

KANSAS CITY  
MISSOURI

Inline Storage: OK Creek Gates - Bending Weir  
(Department Project)

Water Services Department  
Department

**Black & Veatch Corporation**  
(Bidder/Proposer)

STATE OF Missouri \_\_\_\_\_ )  
COUNTY OF Jackson \_\_\_\_\_ ) ss

I, Patrick O'Neill, 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:** \$ 619,334.00

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 TREKK Design Group (WBE)  
Address 1411 East 104th Street, Kansas City, MO 64131  
Telephone No. 816-874-4655  
I.R.S. No. 43-1953275



Name of M/WBE Firm DuBois Consultants, Inc  
Address 7611 State Line Road, Suite 103, Kansas City, MO 64114  
Telephone No. 816-333-7700  
I.R.S. No. 43-1494206

Name of M/WBE Firm TSi Geotechnical  
Address 8248 NW 101st Terrace, Suite 5, Kansas City, MO 64133  
Telephone No. 816-839-5505  
I.R.S. No. 43-1535463

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

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
DuBois Consultants, Inc	Contractor	\$ 87,128.00	\$ 87,128.00	14.00
TSI Geotechnical	Contractor	\$ 12,920.00	\$ 12,920.00	2.10



**TOTAL MBE \$ / TOTAL MBE %:** \$ 100,048.00 16.10 %

### **WBE FIRMS:**

\*“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.

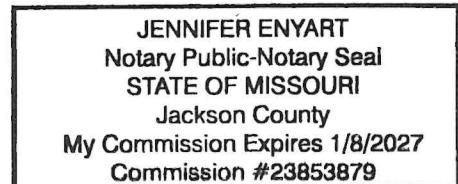
5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further 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: Chris Ramsey  
Address: 8880 Ward Parkway, Kansas City, MO 64114

Phone Number: 913-458-3303  
Facsimile number: 913-458-2934  
E-mail Address: ramseycl@bv.com



By: *Patent O'Dell*  
Title: Senior Vice President  
Date: 03/26/2025  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 26 day of March, 2025.

My Commission Expires: 1/8/2027

*Patent O'Dell*  
Notary Public





# LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: <input checked="" type="checkbox"/>
Updated LOI: <input type="checkbox"/>

Project Name/Title Inline Storage: OK Creek Gates-Bending Weir

Project Location/Number Kansas City, MO / CN 1765 PN 81000713

**PART I:** Prime Contractor Black & Veatch Corporation agrees to enter into a contractual agreement with M/W/DBE Subcontractor DuBois Consultants 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.]

Assist with construction phase services related to structural design including development of RFI responses, submittal review, change order review, and site visits.

Provide resident project representative services during construction.

Assist with project close out services including development of as constructed documents.

for an estimated amount of \$ 87,128.00 (or 14 % 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: Black & Veatch Corporation

  
Signature: Prime Contractor  
Senior Vice President

Title

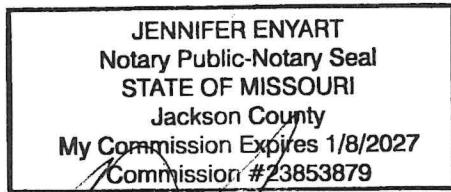
State of Missouri )  
County of Jackson )

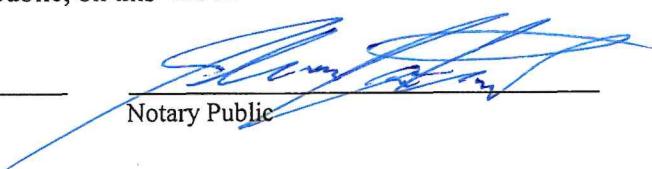
I, Patrick O'Neill, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 26th day of March, 2025

My Commission Expires: 1/8/2027

STAMP:



  
Notary Public

MWDBE SUBCONTRACTOR BUSINESS NAME: DuBois Consultants, Inc.

Signature: Subcontractor

President

Title

State of Missouri )  
County of Jackson )

I, Cervente Sudduth, 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 26th day of March, 2025

My Commission Expires: 04-27-2027

  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

<b>Check one:</b>
<b>Original LOI:</b> <input checked="" type="checkbox"/>
<b>Updated LOI:</b> <input type="checkbox"/>

**Project Name/Title** Inline Storage: OK Creek Gates-Bending Weir

**Project Location/Number** Kansas City, MO / CN 1676,1765 PN 81000713

**PART I:** Prime Contractor Black & Veatch Corporation agrees to enter into a contractual agreement with M/W/DBE Subcontractor TREKK Design Group 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.]  
Assist with construction phase services related to civil site work including development of RFI responses, submittal review, change order review, and site visits.  
Assist with project close out services including development of as constructed documents.

for an estimated amount of \$ 61,934.00 (or 10 % 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: Black & Veatch Corporation



Signature: Prime Contractor

Patrick O'Neill

Senior Vice President

Print Name

Title

3/26/2025

Date

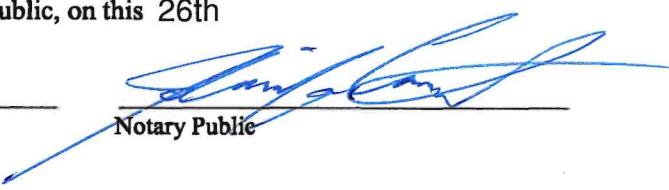
State of Missouri )

County of Jackson )

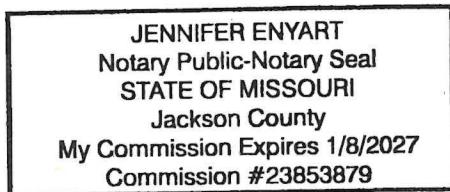
I, Patrick O'Neill, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 26th day of March, 20 25

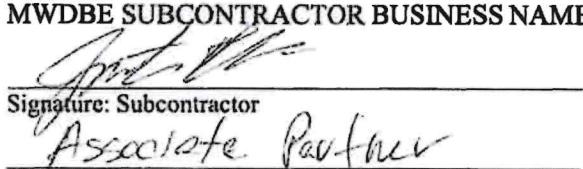
My Commission Expires: 1/8/2027

  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK

  
Signature: Subcontractor

Jvsfia Likes  
Print Name

Title

3-26-25  
Date

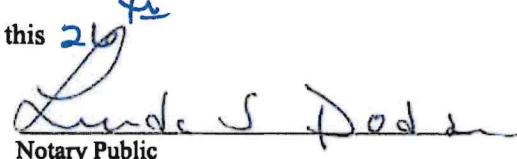
State of MISSOURI )

County of Jackson )

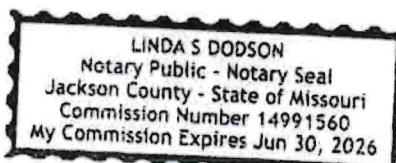
I, Linda S. Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 26 day of March, 20 25

My Commission Expires: 6/30/2026

  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Check one:	<input checked="" type="checkbox"/>
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

Project Name/Title Inline Storage: OK Creek Gates-Bending Weir

Project Location/Number Kansas City, MO / CN 1765 PN 81000713

**PART I:** Prime Contractor Black & Veatch Corporation agrees to enter into a contractual agreement with M/W/DBE Subcontractor TSI Geotechnical 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 onsite material testing including concrete cylinder tests and soil compaction tests for the

for an estimated amount of \$ 12,920.00 (or 2.1 % 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.

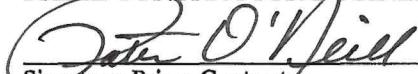
b) Scope of work to be performed: \_\_\_\_\_

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: Black & Veatch Corporation



Signature: Prime Contractor

Senior Vice President

Title Senior

Patrick O'Neill

Print Name

3/26/2025

Date

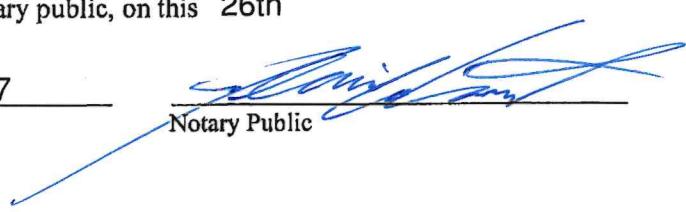
State of Missouri )

County of Jackson )

I, Patrick O'Neill, 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 26th day of March, 20 25

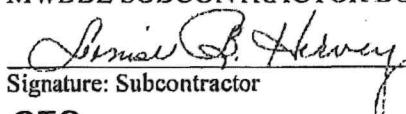
My Commission Expires: 1/8/2027

  
Notary Public

STAMP:

JENNIFER ENYART  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires 1/8/2027  
Commission #23853879

MWDBE SUBCONTRACTOR BUSINESS NAME: TSi Geotechnical, Inc.



Signature: Subcontractor

CEO

Title

Denise B. Hervey

Print Name

03/26/25

Date

State of Missouri )

County of St. Louis )

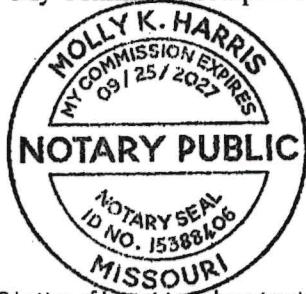
I, Denise B. Hervey, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 26th day of March, 20 25

My Commission Expires: 9-25-27

  
Notary Public

STAMP:



**ATTACHMENT F**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

## 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 \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared  
\_\_\_\_\_, 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 \_\_\_\_\_ (title) of \_\_\_\_\_

(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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Notary Public

My Commission expires:

**ATTACHMENT G**

**TRUTH-IN-NEGOTIATION CERTIFICATION**

## **ATTACHMENT G**

## Truth-In-Negotiation Certificate

## City of Kansas City, Missouri Overflow Control Plan (“OCP”)

Civil Action No. 4:10-cv-0497-GAF

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

I, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, do solemnly swear under oath to the following:

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

Signature of affiant

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, a Notary Public in  
and for said state, personally appeared ( \_\_\_\_\_ ), known to me to be the  
person who executed the within affidavit, and acknowledge to me that he/she executed the  
same for the purposes therein stated.

Notary Public My commission expires: \_\_\_\_\_

**ATTACHMENT H**

**AFFIDAVIT OF COMPLIANCE -CONSENT DECREE**

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

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI )

) ss.

COUNTY OF )

I, \_\_\_\_\_, having full authority to act on  
behalf of \_\_\_\_\_, do solemnly swear under oath to the  
following:

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

<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/6375347181219300>

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

---

Signature of affiant

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

---

Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT I**  
**NON-CONSTRUCTION SUBCONTRACTORS LISTING**

# ATTACHMENT I

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: \_\_\_\_\_  
Submitted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT J**

**NON-CONSTRUCTION APPLICATION PAYMENT**

