DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 81000821/CONTRACT NO. 1394

BLUE RIVER WWTP BIOSOLIDS FACILITY

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Carollo Engineers, Inc. ("Design Professional"). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

A. The services to be provided under this Agreement are for the following project (Project) and purpose: Preliminary Design, Conceptual Design, and assistance in selecting the project delivery method for the following scope of work including but not limited to: Thermal Hydraulic Processes for processing Wastewater sludge from Blue River WWTP, Westside WWTP, and Birmingham WWTP, sludge screening, sludge degritting, pre-dewatering equipment, final dewatering equipment, intermediate sludge storage facilities, cooling sludge heat exchangers, sidestream ammonia treatment, rehabbing the Blue River Solids Building, rehabilitation of the east holding tank, upgrading and replacing obsolete electrical systems including a power study for portions of the Blue River WWTP, placing wells on site for plant water, rehabilitation and upgrading of the anaerobic digesters, boilers for steam generation, power generation from biogas, nutrient recovery, rehabilitation of the Birmingham sludge force mains, dewatered sludge storage, treatment of digester biogas, site investigation of existing infrastructure and startup/commissioning assistance.

The Design Professional Scope of Services maybe include:

A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

C. Special Consultants or independent professional associates requested or authorized by CITY.

D. Completing the final (30%-100%) design of the Solids Improvements

E. Bidding Phase Services for the Solids Improvements (Engineer's Estimate of Probable Construction Cost with error bars, Pre-Bid Conference, Review and Process Substitutions and "Or Equals", review bids, and conforming documents.

F. Development of RFP and supporting document for Design-Build advertisement.

G. Assistance in the advertisement and evaluation of Design-Build proposals including a recommended proposal.

H. Assistance in the negotiations and contracting of Design-Build proposals and related procurement services.

I. Tagging of existing equipment in the solids handling area that will continue to be used after the completion of the solids improvements.

J. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology

K. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis) for relevant portions of Blue River WWTP's Solids Process, develop recommended key performance indicators (KPI) for Blue River WWTP's Solids Process, development of operations shift sheet, recommended placement of laminated SOPs, process training of solids handling equipment, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.

L. Creation of Autocad or BIM as-builts

M. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.

N. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.

O. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

P. Assisting CITY with appraisal and/or acquisition of additional easements.

Q. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.

R. Assistance with bid protests and re-bidding.

S. Providing construction phase services.

T. Assisting CITY with seeking EnvisionTM certification.

U. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.

V. Phase 2 environmental audit for property acquisition.

W. Commissioning and Startup Assistance

X. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:

1. Changes in size or complexity;

2. Method of financing or availability of funding;

Y. Additional work necessary for WWTD to fulfill its commitments.

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

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

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

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

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

Sec. 3. Term of Contract 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 Reimbursable.

A. The maximum amount that City shall pay Design Professional under this Agreement is $6,327,902.77, as follows:

1. $2,149,971.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C.**

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $3,377,931.77. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation and public outreach materials.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $800,000.00 for Optional

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

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

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

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

City:

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

Design Professional:

Carollo Engineers, Inc.

Contact: Patrick McCole

Address: 903 E 104th Street Suite 230, Kansas City, MO 64131

Phone: (816) 326-6713 Facsimile: NA

E-mail address: PMcCole@carollo.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 and design standards as required.

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

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

Attachment A – Scope of Services (See Exhibit B)
Attachment B – Electronic Format Requirements
Attachment C – Engineering Fee Summary and Schedule of Position Classifications
Attachment D - Licensed Geographical Information System Data
Attachment E – HRD Documents
1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit
Attachment G – Non-Construction Subcontractors Listing

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

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

Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: July 30 2018

By: Patrick M. McGee Brian D Clow

Name: Patrick M. McGee Brian D Clow

Title: SVP VP

KANSAS CITY, MISSOURI

Date: 8/13/18

By:

Name: Terry Leeds

Title: Director of Water Services

Approved as to form:

Assistant City Attorney

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

for Kathleen Bee 8/15/18

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid 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 Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A – SCOPE OF SERVICES

Design Professional:	Carollo Engineers, Inc.
Owner:	City of Kansas City, Missouri
Project:	Blue River WWTP Biosolids Facility
Contract No:	1394

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to develop biosolids improvements for Wastewater Treatment Division.

The Project. The Water Services Department (WSD) of Kansas City, Missouri (CITY) intends to undertake a solids improvements project primarily at the Blue River WWTP, which is located at 7300 Hawthorne Rd, Kansas City, MO 64120. The CITY is contracting with DP to provide the necessary design professional services.

A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking this project to prepare design documents and procurement recommendation on solids improvements at the Blue River WWTP based upon WSD's Wastewater Master Plan and subsequent modification using the Master Plan decision making framework.
2. Previous reports, the Wastewater Master Plan, operations data, lab data, and as-built drawings shall be made available to the DP.
3. DP shall use the Aconex document management system.
4. DP shall use a scheduling software such as Microsoft Project or P6 for the development and updates to the project schedule.
5. DP shall submit meeting agendas and expected DP attendees at least three (3) days prior to each meeting and distribute draft meeting minutes within one (1) business day of the meeting.
6. DP shall perform extensive site investigations including but not limited to: review of existing geotechnical reports, additional geotechnical soil work recommended by the DP as Optional Services, utility and process piping surveys in the solids handling area of Blue River WWTP, piping and process equipment identification above grade, determination of out of service piping and equipment, demolition plan for out of service piping and equipment, asset risk review and useful life determination, review of existing drawings and site plans. The above works shall be limited to the existing facilities that are impacted by the Blue River WWTP Solids Improvements. The DP shall develop a Building Information Model (BIM) for the existing Solids Processing Building and the new facilities that WSD selects to carry through the preliminary design. The BIM shall be consistent with generally acceptable industry standards for level of detail at the preliminary design. The final format of the BIM will be selected

by WSD using a standard commercially available program. At the end of preliminary design, the DP shall transmit the BIM to the Design-Builder or Designer (i.e., 3rd Party) in its native format. The 3rd Party may use the BIM for design progression and/or to the further develop the BIM to a completed level, including integration of BIM into WSD's ArcGIS geodatabase, using DP developed standards and workflows

7. DP shall develop a conceptual design for solids and ancillary improvements based on a thermal hydrolysis process (THP) system. Ancillary improvements may include but are not limited to: Automation of the solids process downstream of clarifiers ; connection of new and relevant existing equipment to SCADA and necessary SCADA upgrades; identify and define NFPA classification of various areas undergoing improvement including recommendations to bring them to code, other code improvements in area undergoing improvements; necessary and recommended structural improvements to existing facilities per WSD's Wastewater Master Plan, CITY Engineer evaluation, and DP's evaluation; replacement of mechanical and electrical equipment per DP's evaluation and WSD's Wastewater Master Plan in areas impacted by the solids improvements; evaluation of the Birmingham WWTP sludge force mains with recommendation for further evaluations under Optional Services; process water wells on the Blue River WWTP site, sludge screening, sludge degritting, and side-stream ammonia treatment of filtrate/supernatant from dewatered solids.

8. DP shall prepare a recommendation for project delivery method(s), recommendation for equipment to be pre-purchased including any assistance with sole source waivers, recommending staff for new solids improvements, recommendations on in sourcing, partnering, and out sourcing for the future improvements, and project phasing based on constructability, risk, funding, and other factors.

9. DP shall provide a preliminary design developed for fixed-price design build project, along with associated deliverables outlined within the Basic Scope of Services, for the solids and ancillary improvements selectedby WSD at the end of the conceptual design that correspond with the City's approved Blue River WWTP Solids Improvements project budget.

B. Follow-On Phases. At the discretion of the CITY , the DP may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Blue River WWTP and other associated locations, and other services that are outside the Base Scope of Services for the project. Such services will be considered Optional Services (see Part IV herein).

C. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, railroads, other utilities, City venders, City consultants including the Smart Sewer Program and City contractors. The DP will be required to coordinate with other DPs and contractors involved in ongoing projects, including the Lime Stabilization Project and any other projects under design or construction at the Blue River WWTP during this project.

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

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects
3. Task Series 300 - Conceptual Design (10% Design)
4. Task Series 400 - Envision™ Sustainable Design
5. Task Series 500 - Public Outreach
6. Task Series 600 - Preliminary Design (20% Design)

E. Construction Procurement. Preliminary Design Documents (20%) shall be of sufficient detail for the CITY to obtain bids through the standard City fixed-price design-build process. If desired under Optional Services, 100% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process.

F. Travel. DP has included travel expenses in the fee estimate and will be reimbursed for non-local travel if pre-approved in writing by the CITY's project manager. Travel Requests submitted after the fact may be denied.

G. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. Task Series 100 shall be completed within 410 calendar days following the City's issuance of a Notice To Proceed, NTP, to the DP

2. Task Series 300 shall be completed within 258 calendar days following the CITY's issuance of a NTP.

3. Task Series 200, 400, 500, and 600 shall be completed within 410 calendar days following the CITY's issuance of a NTP.

4. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 410 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

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

A total of 14 months of Project Management Services has been assumed by the DP for the Basic Scope of Services.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly Project Status Report (PSR) which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly PSRs shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly PSRs shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with

corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested.

A total of 14 monthly invoices and PSR submittals have been assumed by the DP for the Basic Scope of Services.

Task 103 Subconsultant Agreements and Administration

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

A total of 14 monthly subcontractors' invoices, and 14 monthly subcontractor utilization reports have been assumed by the DP for the Basic Scope of Services.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, cost-loaded schedule, and expected MBE/WBE utilization schedule, and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff three (3) business days prior to the meeting and prepare and distribute the draft meeting minutes within one (1) business day of the meeting date.

Task 106 Work Plan

A. **Work Plan Format.** DP shall prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:
   a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.
   b. A summary of the Project's scope of services.

c. Detailed cost-loaded schedule for performance of all work. This cost-loaded schedule will be submitted as part of the Work Plan, however the DP will not be required to update cost loading on any subsequent schedule updates.
d. Sustainable planning and design goals, objectives, and processes.
e. Define any issues requiring special coordination with CITY, and/or adjacent projects.

B. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 7 business days of the notice to proceed. CITY will review the draft Work Plan and provide comments within five (5) business days of receipt of the draft Work Plan. DP will revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within ten (10) business days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 107 Progress Meetings

DP will participate in up to 14 monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY three (3) business days prior to each meeting and prepare/distribute draft meeting minutes within one (1) business day of the meeting.

DP will participate in up to 14 roundtable coordination meetings, either in-person or by telephone conference, with CITY to identify and discuss issues, pending or critical-path decisions, and other coordination activities.

TASK SERIES 200 - SITE INVESTIGATION, REVIEW OF EXISTING WORK, AND REVIEW OF PREVIOUS PROJECTS

Task 201 Review Existing Documents and Drawings

Perform a compilation and review of pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, and other sources provided by the CITY. DP will perform a preliminary survey of the proposed work site(s) with CITY staff.

DP shall scan up to 200 drawings at WSD, which will be identified by the City. DP will provide CITY with one (1) electronic copy of the scanned drawings.

Task 202 Site Investigations

Task 202.a Inside Plant Site Investigations

DP shall perform site investigations including but not limited to: review of building condition, existing geotechnical reports, , utility and process piping surveys in the solids handling area of Blue River WWTP, piping and process equipment identification above grade, determination of out of service piping and equipment, demolition plan for out of service piping and equipment,

asset risk review and useful life determination, review of existing drawings and site plans. The above work shall be limited to the existing solids facilities that are impacted by the Blue River WWTP Solids Improvements project.

DP will then perform a Utility Survey of CITY property around the Blue River WWTP solids processing area. The Utility Survey will verify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer both above and below grade in the solids handling area. DP will map process piping (sludge, influent sanitary sewer, primary effluent, filtrate, return, DAF overflow, etc.) both above- and below-grade. DP will identify and document valves, meters, and sensors. DP will use existing as-builts and site sketches/drawings provided by CITY as a baseline to determine what assets exist and their general location. DP will determine which above- and below-grade piping and equipment is out of service. DP will identify and locate the existing equipment in the solids processing area impacted by the improvements. DP will tag the above-grade assets found using WSD's tagging standard. DP will perform potholing at utility tie in points only to verify locations. DP assumes that the existing subsurface utilities/ yard piping verification potholing will not exceed 45 individual potholes. Additional effort, if required, will be considered an Optional Services and will require CITY approval. Note: BIM for subsurface utilities will be based upon "As-Built" drawings, and the number of potholes specified above.

Task 202.b Birmingham Force Main Condition Assessment

DP will use a tiered approach to conduct the condition assessment of the force mains to make recommendations for improvements that will be necessary within the next 20 years. Tier 1 is included in this Base Scope of Services.

The DP will perform a Tier 1 inspection, which will consist of a survey-level assessment that identifies areas of suspected poor condition. The Tier 1 activities will include records review, topside appurtenance inspection, and pipe/soil corrosion surveys. Results will be used to develop recommendations for continued assessments for Tier 2 inspections. Tier 2 inspections, following CITY approval and authorization, will consist of direct assessments of the force mains, and may include excavated test pits, in-line inspection tools (e.g., "smart pigs", CCTV), exterior inspect tools (e.g., ultrasonic), and/or destructive coupons.

As part of the Tier I inspection, DP will review the GIS maps, as-built drawings, and construction records for the pipelines to confirm the anticipated modes of pipe failure that could pose a hazard. DP will also review readily available soil-corrosivity mapping for this area, maintenance records, and break history. DP will locate and identify obvious defects, leaks, and deteriorated pressure pipes based on ground surface evidence, indicators, or observations. Tier 1 inspections will include the following activities:

- Preparation of a schedule outlining inspection dates and locations.
- Walking the alignment by trained observers, documenting the surface conditions and appurtenances (control valves, air/vacuum valves, etc.).
- Record obvious defects, leaks (wet soils or sinkholes), or other features that could pose a hazard (signs of adjacent excavation, eroding soils, or similar adverse factors).

- Measure soil resistivity at regular intervals along the pipe alignments using the Wenner 4-pin method to assess the corrosivity of the soil.
- Measure pipe-to-soil potential measurements (where metal components are exposed) using a hand-held voltmeter to assess the potential for corrosion to be occurring.
- Document inspections with field notes, standardized forms, and photographs.
- Provide necessary traffic control permit and implementation of required traffic control.

DP will analyze and present the results of the Tier 1 inspection in a TM including a narrative and associated graphs and tables. The TM will include recommendations for preventative maintenance and/or Tier 2 investigations. DP will present the findings to WSD staff in a workshop format.

Following completion of the Tier 1 inspection, an affirmative cost estimate of the proposed Tier 2 inspections will be provided to WSD by the DP.

Task 203 Load Study and Electrical Work

DP will review feeds from KCP&L, switchgear, substations, MCCs feeding the solids handling and nearby areas on site and in existing drawings include the Blue River WWTP one-line diagram. DP will review current CIP projects on the Blue River WWTP site from the Wastewater Master Plan, Overflow Control Plan, and other projects in the CITY's Wastewater CIP.

DP will develop a complete load study on each MCC, substation, transformers, other electrical equipment, switchgear, and feeds within the WWTP area of this project. DP will update existing Blue River WWTP one-line diagrams based on field investigation findings of existing conditions. DP will use this information in developing phasing and recommended improvements, as well as requirements to bring existing facilities up to current codes and maintain redundant feeds. SKM Software will be utilized for the electrical load study and also to develop the one-line diagram. The load schedules from SKM can be exported to Excel for insertion into CAD plans. One (1) SKM license will be provided to WSD. For smaller equipment such as panel boards, 80% loads will be estimated. WSD will provide an electrician during the investigation to open electrical equipment and feeders to verify sizes where required.

CITY shall provide the following items, if available:

1. Electronic copies of building floor plans, furniture and equipment plans, reflected ceiling plans, and site plan on disk in .DWG or .DXF format.

2. Copy of site survey indicating utility line locations, sizes, and capacities.

3. Copies of architectural elevations, sections, details, etc. sufficient to show ceiling, wall and floor construction types, fire ratings, and clear spaces available.

Any water, sewer, gas or electrical site utilities located outside of the plant site north of the primary clarifiers, or any special studies, specialty lighting, arc flash calculations, reports or other items requested by lenders or governmental agencies are not provided as part of the Basic

Scope of Services, but will be considered as Optional Services, should they be required and authorized by the CITY.

Task 204 Geotechnical Investigation

DP will review existing geotechnical reports to determine if they are sufficient (desktop study). and will provide up to 6 spot borings. DP will use the results attained from the spot borings to augment the desk top geotechnical study. DP will provide additional geotechnical engineering services ncluding exploratory field work, laboratory and field testing, and preparation of additional geotechnical reports as an Optional Service.

The geotechnical desktop study report will be augmented with spot boring information, shall include professional interpretations/opinion of the probable soils to be encountered, and shall discuss the general soil, ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts. DP will submit initial geotechnical report to CITY for review and comment. DP will revise the report to address review comments, and include the final report as an appendix to the Conceptual Design Technical Memorandum (TM). The final geotechnical report will be submitted in both PDF and TIFF formats.

The DP will drill one (1) aquifer test well at locations at the Blue River WWTP, and will coordinate with the Army Corp of Engineers at locations within the critical zone of the level. The DP will perform a yield analysis on the one test well. DP may make use of previous geotechnical reports. The results of the well investigations shall be prepared in a report. DP will revise the report to address review comments and include the final report as an appendix to the Conceptual Design Technical Memorandum (TM). The final well report will be submitted in both PDF and TIFF formats.

Task 205 Field Review Meeting

Conduct two (2), 4-hour, on-site field review meetings with CITY staff. These meetings are to be held following completion of the site investigations. The purpose of these meetings is to review the DP's findings regarding existing conditions, and to discuss previous investigations.

Task 206 BIM Development

BIM development approach, and the proposed utilization of BIM in the preliminary design of the various existing solids processing facilities being impacted by the project, and the new facilities being constructed, is described below. The BIM will not be used for conceptual design.

Task 206.a Solids Processing Building:

DP will develop a BIM for the existing solids processing building. LiDAR scanning will be used to develop the BIM for this building. The point cloud generated by the LiDAR will be converted

to a 3D model. The LiDAR is expected to capture piping and conduits as small as 1 to 2-inches, but not smaller. This BIM will be used for 2 purposes; to show the demolition, and to develop the Basis of Design Report (BDR) for the facility.

DP will conduct site investigations and review the existing record drawings as part of Task Series 200. After the 3D model has been generated for the existing solids processing building, DP will conduct four (4), 6-hr. workshops with WSD to determine in-service/out-of-service status of equipment, verify the accuracy of what was found on record drawings. Upon conclusion of these workshops, DP will update the 3D models.

The major assets identified as out-of-service and the assets that are being demolished as part of the project will be placed on a separate layer. 2D extractions will be created from this BIM to further elaborate the extent of demolition. The demolition will be limited to the equipment, process piping, ducts, electrical panels and conduits that need to be demolished to make room for the new equipment and the major equipment that has been identified as out-of-service.

The same model will then be used to develop the BDR by turning off the demolition layer, and placing new equipment, and major pipelines, and inline instrumentation in the model. The new items shown on the BIM will be tagged for identification purposes. Further intelligence will not be added to these elements. Existing equipment, pipelines, valves, ducts, electrical panels and conduits that continue to be in service will not be tagged or converted to design elements.

At the end of BDR, the BIM will be transmitted to the Design-Builder or Designer (i.e., 3rd Party) in its native format. The 3rd Party will take the BIM to the final level, including integration of BIM into WSD's ArcGIS geodatabase using DP developed standards and workflows

Task 206.b Other Existing Solids Processing Facilities:
For all other existing solids processing facilities that will undergo minor modifications as a part of this project, DP will conduct site investigations and review the existing record drawings as part of Task Series 200.

3D models and BIM will not be developed for these facilities. The most accurate existing 2D drawings will be used to show the proposed improvements in the preliminary design. If electronic drawings are not available, the PDFs will be converted to electronic files in the chosen CAD platform. Photo views will be utilized to further define the preliminary design intent.

Task 206.c New Facilities:

DP will develop a BIM for the new facilities being constructed as a part of this project. The 3D model will be used for BDR.

At the end of BDR, the BIM will be transmitted to the Design-Builder or Designer (i.e., 3rd Party) in its native format. The 3rd Party will take the BIM to the final level, including integration of BIM into WSD's ArcGIS geodatabase using DP developed standards and workflows

BIM Level of Detail

The level of detail for the solids processing building and the new facilities BIM, at the time of delivery to the 3rd Party, will be as follows:

- Process: All major equipment will be shown in the BIM as boxes. Major piping (4" and larger), along with major valves and inline instruments will also be shown. Flushing and drain connections, and smaller piping such as recirculation and bypass loops, etc., will not be shown. For utilities (e.g., service water, potable water), only the building entrance points will be shown. The smaller equipment and piping will be captured in the P&IDs. Limited number of 2D extractions will also be generated and annotated to further define the design intent.

- HVAC: Based on the anticipated heat loads, DP will size the major HVAC equipment (MAUs, AHU, ACCUs, etc.) and locate it in the BIM as boxes. HVAC duct routing will not be shown. However, the BIM will include reserved space for major ducts to avoid interference with process piping. 2D sketches will be created to show the interconnecting ductwork, anticipated sizes of the ducts, and intake points, etc.

- Electrical: Based on motor list and approximate horse powers, the DP will size MCCs, VFDs, 480 VAC and 120 VAC power panels, and show them in the BIM as boxes. Automatic transfer switches, transformers, etc., will also be shown on the BIM as needed. The electrical details will be captured in 2D one-line diagrams and power wiring schematics as necessary. The conduit and raceway routing will not be shown. However, the BIM will include space reservation for major electrical raceways.

- I&C: The I&C design will be captured in P&IDs. The control panels will also be shown in the BIM as boxes.
- Structural: The BIM will include rough building sizing/envelope. Buildings and structures will be shown with correct geometry and located on the site plan with correct positioning to the plant or state plane coordinate system. 2D draft floor plans will be generated from the model. For new facilities, BIM will show the rough sizing and material for beams, columns, floor slabs, roof, etc., based on anticipated equipment weights. For existing facilities, area needing structural rehab/modifications will be identified on 2D extractions. For example, this may include recommendations for additional beams or isolation platforms to support new equipment designed to 30% level.

The DP will conduct the following additional tasks:

Task	Scope	Anticipated Result
BIM Planning Workshop	• Working back from end goals and data needs, develop the overall BIM requirements. • Define output requirements and	• Completed draft data flow diagram of BIM related data and workflow notes. Endorsement of platform and

	overall high-level goals for BIM Define platform and all discipline specific applications. Discuss software licensing requirements. Discuss hardware requirements	software selection, interaction with subconsultants, draft outline of BIM plan sections with specifically requested goals defined within each. Follow up on-line meetings to address any data specific requirements unresolved or needing other input (equipment tagging, integration with O&M system, report generation, etc.).
Draft Client BIM Requirements	• Draft BIM requirements document, incorporating planning workshop details, standards and responsibilities of the project team. Complete internal review.	• Completed draft of WSD's BIM Requirements for final review/approval.
Draft Software & Hardware Selection Memo	• Prepare draft technical memo. Complete internal review • Include hardware and software requirements.	• Completed draft of Hardware & Software Tech Memo for final review/approval
Final BIM Requirements Memo, and Hardware & Software Selection Memo	• Incorporate WSD comments	• Completed Final BIM Requirements memo, and Hardware & Software Tech Memos.
Draft BIM Plan to meet requirements	• Draft project BIM Plan based on draft BIM Requirements. Complete internal review.	• Completed draft of BIM Plan specific to KCMO Blue River WWTP project for final review/approval.
Final BIM Plan	• Conduct follow-up online meetings regarding data requirement. Conclude data requirements for equipment identification, integration with ArcGIS geodatabase, O&M systems, reporting, etc. • Incorporate WSD comments • Complete internal review	• Final BIM plan including the decisions relative to specific data requirements, to be delivered to the 3rd Party.

Develop BIM project instructions	• Create discipline and component specific instructions for the project based on the Final BIM Plan Addresses content creation within the 3D model. Addresses direction for content to be shown on 2D drawings only (diagrams) vs. 3D models.	• Completed BIM instructions by discipline in a tabular reference format for easy reference, to be delivered to the 3rd Party.
Develop CAD Standards	• Develop documentation of CAD Standards based on existing client CAD standards (if desired). Address relevant CAD standards for plan development. Address approach for sheet setup from model, including model views and attachments. Incorporate standards for graphical data exchange. Incorporate annotation standards.	• A project specific document that addresses CAD standards for drawing preparation and BIM workflows, to be delivered to the 3 Party.
BIM Team QC Activities	• Includes establishing the workflows for clash detection and periodic source file review to a defined checklist of criteria.	• Completion of clash detection (cross-discipline) per facility and a decrease in overall risk associated with model components not adhering to BIM requirements.
Software support	• Ongoing offline support through the BDR to address specific areas of the learning curve and data development.	

Task 207 Site Survey Deliverables

1. Electronic copy of the Utility Survey and supporting documents
2. Electronic copy of applicable asset data
3. Electronic copy of the System Load Analysis in its native file format.
4. One (1) Copy of the program used to develop the System Load Analysis along with a minimum 1-year license.
5. Updated Blue River WWTP one-line electrical diagram
6. Electronic copy of Geotechnical Report (if applicable)
7. Electronic copy of the Building Information Model (BIM) in its native file format or on a shared server.

8. Electronic copy of scanned documents
9. Electronic copy of Tier 1 Birmingham Force Main Condition Assessment TM

TASK SERIES 300 - CONCEPTUAL DESIGN (10% DESIGN)

Task 301 Evaluation of THP Processes

DP will assist the CITY in the evaluation of at least two (2) thermal hydrolysis process (THP) systems for use at the Blue River WWTP. Potential THP systems that may be considered include Cambi's Thermal Hydrolysis Process, Veolia's Exelys, Suez Biological Hydrolysis, and Haarslev Continuous Hydrolysis System. The CITY or DP may request to evaluate an additional THP systems. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), operational complexity, sustainability, community effects, environmental effects, land use, and other relevant criteria. The CITY will be evaluating the operation and maintenance costs in the same manner as capital as long-term viability and cost is considered to be as critical in the future. Planned maintenance of significant expense should be identified on a recommended practical schedule to provide for comprehensive ongoing expenses in future years. Evaluation will be complied into the Conceptual Design Technical Memorandum (TM) and presented to the CITY.

Task 302 Conceptual Design Technical Memorandum

Evaluate alternative processes for rehabilitation and upgrade of the Blue River WWTP sludge processing facilities using the WSD's Wastewater Master Plan and CITY recommendations as a starting point. The Conceptual Design TM will incorporate deliverables in Task Series 200. DP will develop an integrated liquid and solids model for the Blue River WWTP with the feasibility to model the future Blue River WWTP activated sludge and side-stream ammonia treatment. Model development will utilize IWA's GMP Unified Protocol. CITY will provide at least two years of recent operations data collected from Blue River, Westside, and Birmingham WWTPs which will be used by the DP to validate the model. CITY may elect to have previous generated models incorporated into the Blue River WWTP model. DP will recommend evaluation software and methods. DP will turn over the model to the CITY. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), operational complexity, sustainability, land use, and other relevant criteria. The evaluations will be compiled into a Conceptual Design TM and presented to the CITY.

DP will give recommendations on upgrades to the following existing systems: Birmingham WWTP sludge force mains, east sludge holding tank, digesters, sludge transfer pump station, west sludge holding tank, biosolids conveyors, biogas flare and boilers. For these existing systems, recommendations will also be provided for electrical substations, MCCs, and HVAC improvements, including upgrades required to comply with NFPA 820, other code improvements (not including ADA), improvement of controls connections to loops, process automation, mechanical equipment found to be deficit, and electrical equipment found to be deficit..

DP will give recommendations on the following new unit processes: THP systems, cooling heat exchangers, biogas treatment, combined heat and power systems, plant water wells on site,

sludge screening, sludge degritting, liquid polymer feed systems, pre-dewatering for THP, dewatering digested sludge, side-stream ammonia treatment from filtrate/supernatant from thickened/dewatered solids, fats oils and grease (FOG) receiving stations, septage receiving station, pre-dewatered sludge hopper, digester anti-foaming system, digested cake pad/hopper, and side-stream nutrient recovery. For the new processes, three (3) THP alternatives (two (2) CITY chosen and one (1) alternative chosen by the DP) will be evaluated. Each of the THP alternatives will be coupled with suitable pre- and post-dewatering options. For each of the other new unit processes, a reference technology solution will be identified and will serve as a representative option in terms of performance, space requirements and cost, to be carried through the conceptual design. Selection of these reference technologies will be done jointly by the City and the DP in a workshop environment, and will be based on the presentation by the DP of suitable candidates, and the qualitative consideration of their applicability to this project .

The DP will facilitate and host a one-week (5 business days) Concentrated, Accelerated, Motivated, Problem-Solving (*CAMP*®) integrated process to help coordinate and accelerate conceptual design decisions. The DP will provide or host the location for the *CAMP*® with transportation, lodging, and a per diem being budgeted for up to 12 DP attendees.

The DP will facilitate one (1) 4-hour Quadruple Bottom Line (QBL) Workshop with the City to evaluate select preliminary design alternatives and will provide a Summary Letter Report documenting the workshop and its findings.

DP will prepare a Conceptual Design TM that documents the site investigation in Task Series 200, review and revise the WSD's Wastewater Master Plan solids analysis, process calculations generated, and input parameters to the liquid and solids models including scenarios run.. At a minimum, the Conceptual Design TM shall include the following: executive summary, introduction, description of alternatives considered to meet the Project requirements, advantages/disadvantages/risks summary table, conceptual schematics for each alternative, opinion of probable construction costs for each alternative and recommendation for advancement to preliminary design. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards.

Where feasible, environmentally sustainable design considerations shall be included in the Conceptual Design TM to identify sustainable design opportunities for the project.

Conceptual Design TM shall include schematic drawings showing the general arrangement of the facilities on the available land along with known future work. The BIM Model will not be available for use in the Conceptual Design TM. At this stage, the estimated percent complete of the Conceptual Design has been estimated at 10% as described in the narrative shown by discipline in the table below:

Discipline		Narrative
Process		Process flow diagrams, integrated liquid and solids model with documentation of model parameters and scenarios
Site Civil		Major piping and earth moving sketched out

Discipline		Narrative
Geotechnical		Borings planned
Structural		Areas of structural rehabilitation identified and methods of support for new structures
Mechanical (process piping)		Major piping draw as 1 lines
HVAC		Identify areas to heat and cool
Plumbing		Identify plumbing needs
Architectural		-
Electrical		Power study of existing equipment and required demand
P&IDs		Draft drawings
Sequences of Operation, Control Block Description, Control Description Narrative		-
Floor Plans		Draft floor plans
		-

Task 303 Presentation and Summary of Conceptual Design Technical Memorandum

After the submission of the Conceptual Design TM, DP shall present their findings in two (2) meetings. The first presentation will be for WWTD staff. After WWTD comments are incorporated, the second presentation will take place for WSD management. The Conceptual Design TM will be revised to reflect the comments obtained.

Task 304 Evaluation of Partnership Opportunities

DP will facilitate up to two (2) meetings with the CITY to identify partnering opportunities. DP will participate in up to four (4) meetings with the CITY and possible partners and will provide CITY with recommendations on the feasibility of the partnering opportunities. A summary of the opportunities will be incorporated into the delivery methodology memo. Evaluation of partnership opportunities will precede completion of Task 302.

Task 305 Develop Draft Project Delivery Methodology

Develop a recommendation for the project delivery method or methods based on: plant improvements contained in the Conceptual Design TM as chosen by the CITY, partnership opportunities, CITY experiences, CITY Ordinances, transparency concerns, risk profiles, WSD funding, WSD bonding authorization, WSD staffing, operation's needs, and maintenance needs. Delivery methods the DP should examine are design-bid-build, fixed-price design-build, progressive design-build, design-build operate, design-build finance operate, partnering opportunities, public-private partnerships, direct equipment procurement, and sole source equipment selection. Recommendation(s) will be summarized in a Project Delivery Methodology TM. A workshop will be held prior to finalization of the Project Delivery Methodology TM.

Task 306 Development Draft Project Phasing Plan

Develop draft phasing plan for the construction of the plant improvements contained in the Conceptual Design TM as chosen by the CITY and the Project Delivery Methodology TM. Plan shall consist of two or more construction phases under the same or different contracts taking into account constructability. Recommendation(s) will be summarized in a Project Phasing Plan TM. A workshop will be held prior to finalization of the Project Phasing Plan TM.

Task 307 Risk Management Plan

The DP will develop and maintain a Project Risk Register. After the presentation of the conceptual design, the DP shall develop and implement a project risk analysis. The goal of the risk analysis process will be to identify key project risk elements and address which stakeholder (e.g., CITY, DP, Contractor, Design-Builder, etc.) should be responsible for owning, mitigating, and managing that project risk element. This information will be incorporated into the BDR and/or in alternative project delivery documents and agreements with the goal of balancing cost and risk exposure.

1) The DP will conduct a preliminary risk analysis, which will review the project scope to identify potential risks to the project based on available project-specific information. It should be based on prior experience with other projects of similar scope and/or complexity and based on experience with other alternative delivery method projects. DP will develop a draft Risk Management Planning Matrix.
2) Following the initial identification of the project risk elements, the DP shall facilitate a workshop to:
    a. Review the risk that have been identified and to obtain additional input from CITY Staff. As part of this process, the DP will conduct a qualitative evaluation of each risks probability of occurrence and impact.
    b. Review considerations and best practices associated with risk allocation on alternative delivery method projects. The goal is to review how risk allocation decisions can impact project costs.
    c. Identify the party best equipped to manage each of the identified risks.
    d. The DP shall update the risk management planning matrix for inclusion into the BDR and project delivery documents and shall be used as the basis for development of the draft agreements.
3) The DP will draft the risk provisions of the draft agreements and documents developed during preliminary design based on decisions made at the risk allocation workshop.

Task 308 Conceptual Design Deliverables

1. Two (2) printed Conceptual Design TMs and one (1) electronic copy Conceptual Design TM in MS Word and PDF formats
2. One (1) electronic copy of the Risk Management Planning Matrix
3. One (1) electronic copy of the Project Delivery Methodology TM
4. One (1) electronic copy of the Project Phasing Plan TM
5. One (1) electronic copy of the probable construction cost (Class 4)

6. One (1) electronic copy of the PowerPoint presentation of the Conceptual Design TM
7. One (1) electronic copy of the QBL Workshop Summary Letter report
8. One (1) electronic copy of the integrated liquid and solids model in its native file format.
9. One (1) electronic copy of the software used to generate the liquid and solids model with a 1-year license.

TASK SERIES 400 - ENVISION SUSTAINABLE DESIGN

The CITY has adopted an overall policy supporting a greater use of green solutions or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all CITY projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical. The Envision® Rating System for Sustainable Infrastructure (Envision) is used by the WSD to promote sustainability and to encourage sustainable approaches as an important part of project design. Envision will be used on the Blue River WWTP Solids Improvements Project to evaluate and grade the sustainability of project components as they are developed.

As shown on the *Envision Credits Template*, for ease of reference by the CITY and the DP, Envision credits are broken out into different classes: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. The following sustainability goals have been set for this project:

- The Foundation Credit sustainability goal for this Project is 168 points.
- The Project Credit sustainability goal for this Project is 14 points.
- There is no sustainability goal set for Specialized Credits. The DP shall select ONLY those Specialized credits that are relevant to the Project.
- Policy Credits will not be considered in this Base Scope of Services.

Prior to NTP, the CITY will determine if the *Envision Credits Template* is to be updated for Envision v3 credits. If yes, the updated template will be provided with NTP. If an Envision v3 template is not provided at NTP, the Base Scope of Services will be completed using Envision v2, and the attached template.

All Envision credit scoring shall be completed by or under supervision of a certified Envision Sustainability Professional (ENV SP).

Although the DP shall review the documentation requirements from the appropriate version of the Envision Guidance Manual, gathering and annotation of the Envision credit support documentation, and pursuit of an Envision 3rd party verification award is NOT included in the Basic Scope of Services.

If the CITY decides to move forward with Envision verification, additional DP support services will be provided as Optional Services. The DP shall be responsible for the Envision credit scores reported during this Project. However, it should be noted that there is no guarantee of score attainable in the Envision 3rd party verification award, as this is a streamlined review, and because documentation isn't gathered and annotated as part of this scope.

Task 401 Preliminary Score

Prior to the Project Kickoff Meeting, the DP shall provide the CITY with a preliminary score of Envision credits, based on the available documentation. To help facilitate communication and tracking of progress during this fast-paced project, the lead ENV SP will attend the Project Kickoff Meeting.

Task 402 Envision Meeting

The DP will facilitate an Envision Meeting to review the initial scoring and select targets for the CITY. The scope includes the following:

1. Prior to the Project Envision Meeting, the DP shall provide the CITY with the initial Envision credit scoring in the *Envision Credits Template*.
2. The Envision credits will be reviewed with the CITY during the Envision Meeting, and modifications will be made.
3. Following the Project Envision Meeting, the DP shall provide the list of selected Envision credits and current project score by credit in the *Envision Credits Template*.
4. The CITY will review and approve the credit selection.

Task 403 Summary Document

Following the Envision Meeting, the DP will draft a summary memorandum (*Envision Sustainable Design Summary Document)*. This document will include:

- The initial credit selection.
- Credit selection process
- Status update including: Key milestones, decisions made and by whom, assumptions made and by whom, planned progress for the coming months, key decisions to be made in the coming months including whom and when.
- Project sustainability score (in Envision Credits Template)
- Documentation requirements and potential strategies/metrics for meeting each identified credit.
- The credits NOT selected and reason for not selecting;
- Additional credits selected for this Project and why these credits were selected.
- The *Envision Credits Template* as a pdf attachment, and as digital Excel workbook.

Due to the pace and level of completion (20% Design) of this project, the project sustainability score (in the Envision Credits Template) and *Summary Document* will be considered a living document, and credit selection may be updated throughout the completion of this Base Scope of Services. Credits for pursuit will not be finalized until the completion of the Preliminary Design (205) and will be set for in the *Summary Document* attached to the BDR (Task 607).

The project sustainability score (in the Envision Credits Template) and *Summary Document* will be updated as appropriate, and as outlined in Task 404, and submitted as an attachment to the following deliverables:

- Design Professional Services (DPS) monthly Project Status Report (PSR) (Task 102)
- Conceptual Design Technical Memorandum (Task 303)
- Presentation and Summary of the Basis of Design Report (Task 606)
- Basis of Design Report (Task 607)

Task 404 Assessment of Design Process

Throughout the execution of the Bases Scope of Services, the ENV SP will participate in monthly meetings, review design decisions, documents and processes that impact the Envision Assessment including:

- **Task Series 100.** In addition to reviewing relevant documents generated as part of Task 100, to help facilitation communication and tracking of progress during this fast-paced project, the lead ENV SP or designee will attend the Project Kickoff Meeting (Task 105), and Monthly Progress Meetings (Task 107).
- **Task Series 200.** The ENV SP will review the documentation gathered and generated as part of Task Series 200 (Site Investigations, Review of Existing Work, and Review of Previous Projects) to determine the expected level of achievement for each credit and will update scoring as information becomes available. This task will be finalized no later than 2 weeks after completion of Task 200.
- **Task Series 300.** The ENV SP will review and update the scoring in the Envision Credits Template based on documentation and memos generated for the Conceptual Design (10% Design). The ENV SP will assist in the QBL analysis for community and environment components.
- **Task Series 500.** The ENV SP will review and update the scoring in the Envision Credits Template based on Public Outreach activities.
- **Task Series 600.** The ENV SP will review and update the scoring in the Envision Credits Template based on documentation and memos generated for the Preliminary Design (20% Design). The ENV SP will assist in the QBL analysis for community and environment components.

As described in Task 403, the project sustainability score (in the *Envision Credits Template*) and *Summary Document* will be continuously updated based on the above tasks and submitted with key deliverables.

TASK SERIES 500 - PUBLIC OUTREACH

Task 501 Public Involvement and Outreach Planning

DP will assist CITY in the development of project branding. Branding will be separate from, but complementary to, existing WSD branding. DP will develop branding standards, logos, and templates for use throughout project development and implementation.

DP will prepare a Communication and Public Involvement Plan for the duration of the Basic Scope of Services. The Plan will include project targeting messaging, identification of public involvement opportunities social media engagement strategies, project documentation procedures, and Plan measurement and timeline of activities.

DP will develop project messaging to include benefits to the environment, technical accomplishments, and water quality. As part of the messaging activities, DP will work with WSD and other CITY staff (e.g., technical team members, WSD leadership, WSD Public Information Officer) to determine approved key and secondary messaging: 1) who, what, where, when, how, and why of the project, 2) M/WBE goals and progress, 3) key audiences. Rollout of initial key and secondary messaging may include media, social media, internal communications, and other external communications. DP will provide supporting information including project speaking points and fact sheets.

DP will assist the CITY will project outreach and engagement on social media. Activities may include, but are not limited to:

- Creation of social media assets on Facebook, Twitter, and Instagram.
- Identification of audiences across social media platforms.
- On-going monitoring, reporting, and recommendations to maximize reach and effectiveness.
- Creation of social media calendar.
- Email blasts to key influencers/stakeholders.
- On-going engagements around related project posts.

DP will develop community education activities, such as project tours (middle school, high school, university students, and community stakeholders) and will assist in the development of educational materials and curriculum around the project. In addition, DP will support WSD in engagement of the wider engineering community, if requested.

Task 502 Project Milestones and Documentation

In conjunction with the promotion of project, DP will determine tentative project milestones during initial project planning stages and during the development of the Communication and Public Involvement Plan. Project onset activities may include:

- Introductory presentation to the Transportation and Infrastructure Committee.
- On-site internal presentation to WSD staff.
- Introductory press release to local media.

- Introductory coordination meetings with CITY communication teams.

Ongoing milestone activities may include:

- Periodic presentations to the Transportation and Infrastructure Committee.
- Regular updates and milestones communications.
- As-needed one-on-one meetings with individual council members.
- On-going promotion of the project via media outlets, social media, educational tours, internal or CITY newsletters or publications, local advocacy and stakeholder groups, and industry publications.

DP will develop and/or support project documentation activities including development of photographs and video clips, documentation of project progress, preparation of periodic updates (for newsletters, media outlets, CITY departments, internal and external audiences), development of quarterly City Council updates, creation of user-friendly language media on the history of the Blue River WWTP and its story, submission of articles and media pitches, preparation of human interest stories (e.g., project managers, MBE/WBE participation), and creation of public-friendly and illustrated displays for WSD common areas and other CITY-owned public areas. Deliverables may include photographs, video clips, articles, presentations, fact sheets/handouts/displays, YouTube channel, and project webpage.

Task 503 Project Broadcasting

DP will assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.
- Research and coordinate opportunities for presentations.
- Assist in preparing written reports, articles, etc.

TASK SERIES 600 - PRELIMINARY DESIGN (20% DESIGN)

Task 601 Conceptual Design Refinement and Design Guideline Development

DP will prepare preliminary design for the improvements selected by WSD following the completion of the conceptual design. WSD will select the improvements to be carried through the preliminary design based on available funding and facility prioritization outlined in the Conceptual Design TM. The DP's anticipated level of effort for Task Series 600 is based upon development of a preliminary design and BDR to support the procurement of a Design-Builder under a fixed-price design-build delivery, with an estimated design build construction value that is within the City's currently approved budget for the Blue River Solids Improvements project.

DP will refine the partnership opportunities, liquid and solids model, and conceptual (10%) design.

DP will work with CITY to determine the desired level of preliminary design development consistent with the selected delivery method(s) for each major element of work prior to subsequent design development activities or preparation of design/construction procurement documents. Effort will include the specific design element types, desired level of detail and control to be developed, and corresponding justification for the level of design definition, based on the individual project elements. The anticipated level of design as part of the BDR is delineated in Task 607. DP will facilitate three (3) Design Definition Guideline Development meetings with CITY staff . DP will develop draft and final Design Definition Guidelines Technical Memorandum.

Task 602 Preliminary Design Drawings, Specifications, and BIM Development

Prepare preliminary designs drawings and specifications of major equipment identifying the proposed location of the solids handling improvements selected by WSD based on recommended in the Conceptual Design TM under Task Series 300. Additionally, drawings should include structural details such as foundations, architectural building envelope and building section for new structures. The drawings shall have sufficient detail to show the proposed work and coordination between disciplines. The level of detail in the drawings shall be sufficient to proceed with the development of a fixed fee design-build RFP. See Task 606 below for additional requirements pertaining to the development of the BDR. The preliminary drawings will identify known conflict with existing infrastructure. The drawings will be generated by taking extractions from BIM described in Task 2.06, where all disciplines work is in the same model..

The DP will facilitate one (1) –4-hour QBL Workshop with the CITY to evaluate select preliminary design alternatives and will provide a Summary Letter Report documenting the workshop and its findings.

Task 603 Recommended Construction Phasing Plan and Delivery Method

Update the recommendations in Task Series 300 based on the criteria in Task Series 300 and the finding in the BDR. Incorporate the updated recommended construction phasing and delivery method memos into the BDR.

Task 604 Load Study and Blue River One-line Electrical Diagram

DP will develop a provisional one-line diagram for the improvements in this project and load studies for electrical improvements in this project. DP will incorporate this information into the BDR. DP will provide the updated load study to the City in its native file format. DP will modify existing one-line diagrams for the Blue River WWTP with related site investigation information. One-line diagrams are for the existing project area and will not include improvements associated with this project.

Task 605 Probable Construction Costs

DP will prepare preliminary opinion of probable cost based on previous decisions and good engineering judgement. DP will detail documents/decisions used for basis of cost. This estimate will be a Class 3 estimate consistent with AACE standards; the expected accuracy on the low end

will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 percent. DP will organize the cost estimate in the fixed-price design-build cost model format, including direct costs (with allowances and contingencies) and indirect costs (i.e., general conditions, bonds, insurances, taxes, Design-Builder fee), and will provide their precise errors based upon these ranges in their estimate of probable construction costs. DP shall provide a list of cost deductions that will bring the Project within the CIP budget assuming the highest AACE inaccuracy in the event that the Project is over budget. The list of deductions should give several options for the CITY to meet the Project budget.

Task 606 Presentation and Summary of the Basis of Design Report

After drafting the BDR, DP shall present the draft BDR and their findings in two (2) meetings. The first presentation will be for the Blue River WWTP staff. The second presentation will include engineer and WSD management after Blue River WWTP staff's comments have been included. The draft BDR will be revised to reflect the comments obtained.

Task 607 Basis of Design Report

DP will prepare a BDR for the Project at the completion of the preliminary design phase of the Project, including a summary of previous reports and efforts, solids improvements selected by the CITY from the Conceptual Design TM (under Task Series 300), the findings of the site investigations, the load study, geotechnical investigation, other plant repairs or remediation chosen by the CITY, constructability concerns, phasing concerns, permitting requirements, and, total cost of ownership of the proposed work, preliminary opinion of probable construction cost for the Project. Planned maintenance of significant expense should be identified on a recommended practical schedule to provide for comprehensive ongoing expenses in future years. The BDR shall provide preliminary sizing and recommended manufacturers of expected unit processes and other major equipment. The BDR shall also include computations and analyses addressing system performance issues, major component design criteria (not outline specifications), preliminary drawings, and a summary of any additional memos not mentioned. The BDR shall include design criteria for each applicable engineering discipline and architecture. The level of detail in the BDR shall be sufficient to proceed with the development of a fixed-price design-build RFP or the development of Construction Contract Documents by the DP.

The BDR will document the planned outlined design through the inclusion of:

1. Major component design criteria for the following engineering disciplines:
    a. Civil site work, including major yard piping and stormwater elements to address sediment and erosion control
    b. Unit processes and process piping
    c. Architectural
    d. Structural
    e. Building mechanical, including HVAC, plumbing and fire protection, as required
    f. Electrical and power supply
    g. Instrumentation and control

2. Preliminary Control Strategy Narratives
3. Preliminary Equipment List with equipment tagged per WSD standards
4. Preliminary Code Classification Tables including NFPA designations
5. MDNR construction permitting information and procedures, if required
6. Draft description of construction sequencing and construction constraints for component construction, modification and/or replacement
7. Electronic copy of BIM in its native format.
8. Preliminary list of design drawings based on proposed improvements
9. Preliminary specifications table based on proposed improvements
10. Preliminary list of control block descriptions/sequences of operations for equipment
11. Preliminary list of control points
12. Develop preliminary design drawings. Begin contract document preparation for the chosen delivery method(s) through the preliminary drawings listed below, at a minimum, and including with the BDR.
    a. Process flow diagrams and schematics
    b. Process and instrument diagrams (P&IDs) with provisional locations of sensor locations. General locations of sensor types will be shown on plans. Exact location of each sensor and type is excluded.
    c. Site Drawings showing the location and general arrangement of existing and new facilities with planned site work improvements
    d. Plan views of new solids improvements with equipment layouts
    e. Sections cuts of new construction
    f. Electrical One-Line Diagrams
    g. Any other drawings the DP thinks is necessary to support the chosen delivery method

Drawings are to developed for each area and discipline and will match the discipline narrative below, or as designated in the Design Definition Guidelines Technical Memorandum. The overall percent complete for the preliminary design has been estimated to be 20%.

Discipline		Narrative
Process		Process flow diagram, flow, mass balance, energy balance, general unit process sizing
Site Civil		Area surveyed or dimensions given, rough site plan, existing utilities identified with capacities, show points of connections for utilities and storm water plan
Geotechnical		Borings taken & geotechnical report (if applicable)
Structural		Major structure repairs identified and possible method for support new structures

Discipline		Narrative
Mechanical (process piping)		Process piping one lines, 2 lines in tight constraints
HVAC		Costing based on building size and materials of construction, NFPA determination, air changing specified, heating loads determined, cooling loads determined, mechanical rooms outlined
Plumbing		Key plumbing and drainage
Architectural		Define architecture theme, prepare rendering, develop design, verify code compliance elements, include barrier between administration and solids building, show floor plan for restrooms
Electrical		Total HP needs, one-line diagrams, MCC sizing, and location of major equipment
P&IDs		Develop preliminary P&IDs of major processes using a banded approach (field, power, control panel, SCADA) • Included in deliverable: o Basic instrument & equipment descriptions o Provisional instrument locations o Preliminary network block diagram • Not included in deliverable o Instrument/equipment tagging o Copies of processes with multiple, identical trains o Control schematics o Panel elevations
Sequences of Operation, Control Block Description, Control Description Narrative		General control description narrative, rough purpose of the equipment
Floor Plans & BIM		Rough building sizing including electrical needs, cross-section drawings showing major equipment as boxes with elevations, demolition plan, and building heights within the BIM

DP will review the BDR for accuracy and completeness prior to submitting the BDR to the CITY for review and comment. Following presentations to the CITY, revise the draft BDR as necessary to the comments and submit the final BDR to the CITY within fifteen (15) calendar days.

Task 608 Preliminary Design Deliverables

1. Four (4) printed BDRs and one (1) electronic copy of the BDR in MS Word and PDF formats
2. Updated estimate of Probable Construction Cost (Class 3)

3. Updated electronic copy of the System Load Analysis in its native file format.
4. Updated Blue River WWTP one-line electrical diagram
5. Updated electronic copy of the BIM in its native file format
6. One (1) electronic copy of the PowerPoint presentation of the BDR
7. One (1) updated electronic copy of the integrated liquid and solids model in its native file format.
8. One (1) electronic copy of the Design Definition Guidelines TM
9. One (1) electronic copy of the QBL Workshop Summary Letter Report

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of $800,000.00 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

C. Special Consultants or independent professional associates requested or authorized by CITY.

D. Completing the final (20%-100%) design of the Solids Improvements.

E. Site investigations beyond those specified in Task Series 200.

F. Tier 2 Force Main condition assessment work and activities.

G. Geotechnical services beyond those included in the Base Scope of Services

H. THP Process Evaluation Tours. If authorized under Optional Services, the CITY and DP will conduct site tours of operating THP installations. The DP will conduct a pre-tour workshop with the CITY to inform and educate the CITY on design and operational aspects of each THP system to be toured, as well as background on the facility installations. The DP will identify up to six (6) THP installations for the CITY representatives to perform site tours. The purpose of the tours will be to assist in the development and application of THP selection and evaluation criteria, including performance, capital, O&M, and Blue River WWTP integration considerations. The DP will arrange for the site tours and meeting with appropriate agencies and plant staff. DP will accompany the CITY staff and will produce a

trip report with narrative, photos, data, and brochures. The direct costs included in DP's Optional Scope of work shall include trip support (airfare, transportation between sites, lodging, and per diem) for up to four (4) representatives of the DP and five (5) representatives of the CITY. Findings from the site tours, if conducted, will be incorporated into the Conceptual Design Technical TM.

I. Bidding Phase Services for the Solids Improvements (Engineer's Estimate of Probable Construction Cost with error bars, Pre-Bid Conference, Review and Process Substitutions and "Or Equals", review bids, and conforming documents, etc.).

J. Development of RFP and supporting documents for Design-Build advertisement.

K. Assistance in the advertisement and evaluation of Design-Build proposals including a recommended proposal.

L. Assistance in the negotiations and contracting of Design-Build proposals and related procurement services.

M. Assistance in design and/or construction oversight activities of the selected Design-Build team to ensure contract compliance. Design and/or construction oversight activities may include, but are not limited to, review of design completion documents (drawings, specifications, reports/technical memoranda, etc.), review of submittals and shop drawings, review or preparation of proposed changes and work change directives, validation and/or negotiations of changes, auditing of construction work and Design-Builder's quality assurance/control plan, review of Design-Builder progress reporting and pay applications, and review and/or preparation of contract close-out documents.

N. Tagging of existing equipment in the solids processing building that will continue to be used after the completion of the solids improvements.

O. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology.

P. BIM training.

Q. BIM for existing equipment and facilities that are not impacted by the construction. This includes LiDAR scanning, 3D model generation, creating design elements, asset tagging, inclusion of information available from existing drawings and documents, developing database, adding intelligence, and integrating the BIM with other City tools and processes.

R. Post-Preliminary Design public outreach activities.

S. Post-Preliminary Design architectural services.

T. Technical evaluation, study, negotiations, and/or design of off plant site improvements related to partnership opportunities.

U. Permit and project funding applications and all associated fees. DP will provide assistance with WIFIA and/or SRF funding applications, proposals, and negotiations as requested and authorized by the CITY as optional services. DP will process all associated fees related to funding applications, including WIFIA and/or SRF fees, EPA review reimbursement fees, and other fees which the CITY authorizes and requests the DP to pay on its behalf. DP will also provide technical assistance with any Permitting processes required for this project, as

requested by the CITY, and will process project related permit fees, which the CITY authorizes and requests the DP to pay on its behalf.

V. Environmental Survey and other requested or required environmental assessment or permitting activities.

W. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis) for relevant portions of Blue River WWTP's Solids Process, develop recommended key performance indicators (KPI) for Blue River WWTP's Solids Process, development of operations shift sheet, recommended placement of laminated SOPs, process training of solids handling equipment, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.

X. Creation of AutoCAD or BIM as-builts

Y. Efforts necessary to progress the design beyond Preliminary Design (20%) to support Design-Bid-Build project delivery, or other project delivery variations. This would also include continuation of the design following selection of the Design-Builder resulting from termination of the Design-Builder's agreement.

Z. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.

AA. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

BB. Assisting CITY with appraisal and/or acquisition of additional easements.

CC. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.

DD. Assistance with bid protests and re-bidding.

EE. Assisting CITY with Envision Assessment for additional phases of the design not covered under this Contract.

FF. Assisting CITY with seeking Envision 3rd party verification award.

GG. Development of supplemental Communication and Public Involvement Plans beyond the Basic Scope of Services, as well as additional public outreach and project communication activities.

HH. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.

II. Coordination and preparation of federal, state, local, or utility permit applications and/or acquisitions, including additional environmental assessments (e.g., Phase 2 audits for property acquisitions).

JJ. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:

1. Changes in size or complexity;
2. Method of financing or availability of funding;

KK. Additional work necessary for WWTD to fulfill its commitments.

V. CITY'S RESPONSIBILITIES

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

A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within five (5) calendar days of receipt of a written request by DP.

B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.

C. CITY's Project Manager will coordinate meetings between CITY Staff and the DP.

D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.

E. Obtain property title searches and title reports and purchasing property if needed for construction of new facilities.

F. Provide DP will private property access agreements with current property owners to perform field investigations.

G. Bidding Services. CITY will provide the following bidding phase services:

1. Prepare agenda and conduct the pre-bid conference.
2. Advertise project Construction Contract Documents, including addenda.
3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
4. The CITY will reproduce and will submit Construction Contract Documents and construction permit application to MDNR for approval. CITY shall pay for all permit fees.

(End of Scope of Services)

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
   - **a. Drawings/plans**
     - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files maybe 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. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Abode 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.

C. Drawings/plans to WSD

1. Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI. .Additionally, the drawings/plans should be submitted in Autocad (.dwg) file format with All associated reference files including P&ID sheets and created Building Information Model (BIM).The KCMO drawing number (assigned by water services) shall be first then 3 dashes to separate the number of a particular drawing then a dash and the discipline. Reference files shall be the project number then two dashes and a descriptive title of the reference file.
   Drawing Examples:
   D1318.01---001-A.tif
   D1318.01---030-M.tif
   D1318.01---130-C.dwg
   D1318.01--Grading.dwg

D. CSI specification sections (project manuals) to WSD

1. CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI. Additionally, provide final word (.doc) of all CSI specification sections (project manuals). CSI specification sections should be project number then three dashes followed by the division no spaces for scanned specification
2. Scanned Spec Examples:
   D1318.01---Division-00.pdf
   D1318.01---Division-01.pdf
   D1318.01---Division-16.pdf
3. Word document specifications shall be the drawing number followed two dashes and the specification number then two dashed and the specification and name.
   D1318.01---13252—Belt Filter Presses.doc

ATTACHMENT C

ENGINEER FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS

Attachment C
DESIGN CONSULTANT RATE SCHEDULE

PROJECT TITLE: KCMO Blue River WWTP Biosolids Facility
PROJECT NO: 81000821

Labor Category	Hr. Billable Rate Range
Project Director	$235-$275
Project Manager	$190-$345
Project Delivery Lead	$250-$330
Site Investigate Lead	$225-$260
Solids Handling Prof	$246-$290
Solids Handling Assist Professional	$150-$180
Solids Handling Senior Tech	$176-$210
Solids Handling Tech	$122-$150
Concept Design Lead	$340-$400
Electrical Quality Control	$261-$305
PMIS Coordinator	$253-$300
Senior Tech	$83-$220
Envision Lead	$191-$225
Public Outreach Lead	$146-$180
Public Outreach Assist	$130-$160
Design Manager	$261-$310
Prof Design Manager	$246-$290
BIM Manager Senior Tech	$148-$180
Technician	$76-$145
BIM/CADD Lead	$163-$190
Project Controls	$197-$230
Project Controls Assist Professional	$167-$200
Environmental Permit Lead	$235-$275
Environmental Assist Professional	$136-$160
Procurement Contracts Lead	$274-$325
Professional	$157-$300
Assist Professional	$94-$300
Senior Professional	$267-$310
THP Lead	$275-$317
Public Outreach Admin	$95-$110
THP Professional	$207-$250
THP Expert	$351-$400

Pre and Post THP Sludge Process Lead	$260-$300
Sidestream Treatment Lead	$246-$290
Energy Management Lead	$228-$270
Energy Management Professional	$198-$290
Dig/FOG Lead	$246-$290
Dig/FOG Assist Prof	$182-$210
Sludge Pipe CA Lead	$234-$271
CA Professional	$205-$244
CA Assist Professional	$83-$97
CA Tech	$76-$89
Odor Control Lead	$246-$290
Odor Control Professional	$231-$270
Odor Control Assist Professional	$182-$220
Odor Control Senior Tech	$176-$210
Odor Control Tech	$122-$150
Cost Estimating Lead	$186-$225
Cost Estimating Professional	$233-$275
Site/Civil/Survey Project Manager	$182-$210
Data Acquisition/Scanning/LIDAR Lead	$138-$160
Professional Land Surveyor	$124-$144
Survey Party Chief	$106-$123
Survey Crew	$158-$182
Structural Lead	$201-$250
Structural Professional	$114-$135
Structural Assist Professional	$84-$100
Structural Senior Tech	$126-$150
Structural Tech	$82-$100
Principal Electrical/HVAC	$145-$170
Project Manager Electrical/HVAC	$145-$180
Senior Elec Engineer	$143-$170
Electrical Engineer 1	$96-$115
Electrical Engineer 2	$115-$135
Electrical Engineer 3	$115-$140
Electrical Senior Tech	$88-$105
Electrical Tech	$91-$110
Senior Mechanical Engineer	$143-$170
Mechanical Engineer 3	$115-$135
Mechanical Engineer 2	$112-$130
Mechanical Senior Tech	$96-$120
Mechanical Tech	$87-$110
Mechanical Project Assist	$57-$70

I&C Lead	$247-$290
I&C Assist Professional	$178-$210
Geotechnical Lead	$197-$230
Architectural Lead	$185-$220
Architectural Professional	$162-$190
Architectural Assist Professional	$121-$145
Architectural Senior Tech	$104-$125
Administration Assistant	$97-$120
Architectural Administration Assistant	$76-$90
KA/PA	$171-$200
Principal	$326-$376
Senior Engineer	$174-$202
Engineering Tech II	$106-$123
Project Assistant	$91-$105

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000821 - 01394

Project Title Blue River WWTP Biosolids

Blue River WWTP Solids Improvements (Department Project) Water Services Department

Carollo Engineers, Inc., (Bidder/Proposer)

STATE OF Missouri

COUNTY OF Jackson

I, Lynn E. Norton, of lawful age and upon my oath state as follows:

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

2. The project goals are 17 % MBE and 8 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 18.9 % MBE 8.0 % WBE

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

   a. Name of MBE Firm Custom Engineering Inc.
   Address 12760 East 40 Highway, Independence, MO 64055
   Telephone No. (816) 350-1473
   I.R.S. No. 43-1031915

b. Name of MBE Firm Parson + Associates, LLC.
Address 1518 East 18th Street, KCMO 64108
Telephone No. (816) 216-6571
I.R.S. No. 33-1169076

c. Name of MBE Firm Taliaferro and Browne Inc.
Address 1020 E 8th Street, Kansas City, MO 64106
Telephone No. (816) 283-3456
I.R.S. No. 48-0758891

d. Name of WBE Firm TREKK Design Group
Address 1411 E. 104th St, Kansas City, MO 64131
Telephone No. (816) 874-4655
I.R.S. No. 43-1953275

e. Name of MBE Firm Tech Services To Go, Inc. dba TSi Geotechnical, Inc.
Address 8248 NS 101st Terrace #5, Kansas City, MO 64153
Telephone No. (816) 599-7965
I.R.S. No. 43-1535463

f. Name of WBE Firm Wellner Architects, Inc.
Address 802 Broadway, 4th Floor, Kansas City, MO 64105
Telephone No. (816) 221-0017
I.R.S. No. 43-1643517

(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
Custom Engineering Inc	Contractor	$462,355	100%	7.3%
Parson + Associates, LLC.	Contractor	$210,582†	100%	3.3%
Taliaferro and Browne Inc	Contractor	$229,466	100%	3.6%
TSi Geotechnical, Inc	Contractor	$339,535†	86.8%	4.7%

TOTAL MBE $ / TOTAL MBE %:		**$1,196,938**		**18.9%**

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TREKK Design Group	Contractor	$193,721	100%	3.1%
Wellner Architects, Inc	Contractor	$248,811	100%	3.9%
3T-Design & Development	Contractor	$50,251	100%	0.8%
"To Be Determined"	Contractor	$13,000	100%	0.2%
TOTAL WBE $ / TOTAL WBE %:		**$505,783**		**8.0%**

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

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

†"Subcontract Amount" includes a total of $238,000 of optional services subject to final City approval

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: Carollo Engineers, Inc., Patrick McCole, Senior Vice President

Address: 903 E. 104th Street
Suite 230
Kansas City, MO 64131
Phone Number: (816) 326-6713
Facsimile number: (816) 326-6701
E-mail Address: pmcole@carollo.com

By: Lynn E Wootton
Title: Vice President
Date: July 5, 2018
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 5th day of July, 2018.

My Commission Expires: Feb 13, 2021

Notary Public

BONNEY BOYD
Notary Public – Notary Seal
Jackson County – State of Missouri
Commission Number 17765569
My Commission Expires Feb 13, 2021

g. Name of MBE Firm 3T-Design & Development L.L.C.
Address 1838-B E. 78th St., Kansas City, MO 64132
Telephone No. (816) 516-5977
I.R.S. No. 27-2054935

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering, Inc. ("MBE Subcontractor"), who will

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

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

Engineering design of Mechanical, Electrical, and Plumbing Systems for the project

for an estimated amount of $ 462,355 or 7.3 % of the total estimated contract value.

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

Signature: Prime Contractor	Signature: MBE Subcontractor
Lynn E. Norton	Joseph T. Davis, PE
Print Name	Print Name
Vice President 7/9/2018	CEO 07/05/2018
Title Date	Title Date

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Parson and Associates ("MBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Public Outreach for the project, (including $25,000 in optional services during procurement)

for an estimated amount of $ 210,582 or 3.3 % of the total estimated contract value.

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

Signature: Prime Contractor	Signature: MBE Subcontractor
Print Name: Lynn E. Newton	Print Name: Robert "Jason" Parson
Title: Vice President	Title: President / CEO
Date: 7/9/2018	Date: 5 July 18

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("MBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Engineering Structural design for the project

for an estimated amount of $ 229,466 or 3.6 % of the total estimated contract value.

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

Signature: Prime Contractor	Signature: MBE Subcontractor
Lynn E. Newton	Leonard J. Graham
Print Name	Print Name
Vice President 7/9/2018	President 7-5-18
Title Date	Title Date

KANSAS CITY

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Solids Improvements

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSI Geotechnical ("MBE Subcontractor"), who will

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

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

Geotechnical investigation and design for the project. (including $200,000 for optional geotechnical investigation to reduce Design/Builder risk and costs)

for an estimated amount of $ 339,535 or 5.4 % of the total estimated contract value.

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

Signature: Prime Contractor	Signature: MBE Subcontractor
Lynn E. Norton	Denise B. Hervey
Print Name	Print Name
Vice President 7/9/2018	CEO 07.09.18
Title Date	Title Date

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group ("WBE Subcontractor"), who will

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

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

Data Acquisition/Scanning and Site Civil and Surveying for the project.

for an estimated amount of $ 193,721 or 3.1 % of the total estimated contract value.

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

Signature: Prime Contractor	Signature: WBE Subcontractor
Print Name: Lynn E. Dortland	Print Name: JUSTIN LIKES
Title: Vice President	Title: ASSOCIATE PARTNER
Date: 7/9/2018	Date: 7/5/18

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Wellner Architects, Inc. ("WBE Subcontractor"), who will

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

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

Architectural design for the project

for an estimated amount of $ 248,811 or 3.9 % of the total estimated contract value.

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

Signature: Prime Contractor

Lynn E. Wanton
Print Name

Vice President 7/9/2018
Title Date

Signature: WBE Subcontractor

Julie Wellner
Print Name

President 7/6/18
Title Date

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

Carollo Engineers Inc. ("Prime Contractor") agrees to enter into a contractual agreement with 3T Design and Development, LLC ("MBE/WBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Engineering design for the project

for an estimated amount of $ 50,251 or 0.8 % of the total estimated contract value.

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

Signature: Prime Contractor	Signature: MBE/WBE Subcontractor
Lynn E. Newton	Ruth Turner
Print Name	Print Name
Vice President 7/9/2018	Principal 7/5/18
Title Date	Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Patrick M McCole, acting in my capacity as SVP
(Name) *(Position with Firm)*
of Carollo Engineers Inc, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

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

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

Other 410 days (Specify)

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

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

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

Patrick M. McCole
(Signature)

SVP
(Position with Firm)

30 July 2018
(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: Carollo Engineers, Inc.
ADDRESS: 903 E. 104th St. Suite 230 KCMO 64131
PROJECT NUMBER OR TITLE: Blue River Biosolids Facility
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	17 % MBE	8% WBE
Contractor Utilization Plan:	_____% MBE	_____% WBE

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

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

   a. ____ A substitution of the certified MBE/WBE firm _____,
   (Name of new firm)
   to perform _____,
   (Scope of work to be performed by new firm)
   for the MBE/WBE firm _____ which is currently
   (Name of old firm)
   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to perform the following scope of work: _____.
   (Scope of work of old firm)

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

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

   TO

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

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

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

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

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

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

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

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

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

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

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

Dated:_____

_____
(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number **81000821**

Project Title **Blue River WWTP Biosolids Facility**

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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

3 (✓) ____Prevailing wage does not apply; or

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR Carollo Engineers, Inc

By Patrick M. McCole
(Authorized Signature)

Title SVP

On this 1 day of August, 2018, before me appeared Patrick M. McCole, to me personally known to be the SVP of the Carollo Engineers, Inc, and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of Carollo Engineers, Inc as its free act and deed.

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

BONNEY BOYD
Notary Public – Notary Seal
Jackson County – State of Missouri
Commission Number 17785569
My Commission Expires Feb 13, 2021

My commission expires:
Feb 13, 2021

Notary Public

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number **81000821**

Project Title Blue River WWTP Biosolids Facility

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

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

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

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

Subcontractor's Legal Name and Address

_____

_____

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

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

By: _____ _____
(Signature) (Print Name)

_____ _____
(Title) (Date)

NOTARY

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

My Commission Expires:_____ By_____

_____ _____
Print Name Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 1 day of August, 2018, before me appeared Patrick M. McCole, 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 SVP (title) of Carollo Engineers, Inc (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Affiant's signature

Subscribed and sworn to before me this 1 day of August, 20 18.

Notary Public

My Commission expires:

BONNEY BOYD
Notary Public – Notary Seal
Jackson County – State of Missouri
Commission Number 17785569
My Commission Expires Feb 13, 2021

E-Verify

Company ID Number: 65719 Client Company ID Number: 884604

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Carollo Engineers, Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

a. Notice of E-Verify Participation

b. Notice of Right to Work

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and

coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

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

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other

published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's

responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

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

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

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

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

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

E-Verify verification of all existing employees within 180 days after the election.

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

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

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

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting

requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security

Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its

development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support

the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

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

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Carollo Engineers, Inc. (Employer) hereby designates and appoints SilkRoad technology, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 85719

Client Company ID Number: 884604

Approved by:

Employer Carollo Engineers, Inc	
Name (Please Type or Print) Angie Keezer	Title HR Manager Assistant Vice President
Signature [signature]	Date 6/9/15
E-Verify Employer Agent SilkRoad technology, Inc	
Name (Please Type or Print) Elizabeth Christensen	Title
Signature Electronically Signed	Date 08/09/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/09/2015

E-Verify

Company ID Number: 65719 **Client Company ID Number:** 884604

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Carollo Engineers, Inc.
Company Facility Address	4600 E. Washington Street Suite 500 Phoenix, AZ 85034
Company Alternate Address	
County or Parish	MARICOPA
Employer Identification Number	860899222
North American Industry Classification Systems Code	541
Parent Company	Carollo Engineers, Inc.
Number of Employees	500 to 999
Number of Sites Verified for	39

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

ARIZONA	2 site(s)
CALIFORNIA	12 site(s)
COLORADO	2 site(s)
FLORIDA	6 site(s)
IDAHO	1 site(s)
ILLINOIS	1 site(s)
MASSACHUSETTS	1 site(s)
MISSOURI	1 site(s)
NEBRASKA	1 site(s)
NEW MEXICO	1 site(s)
NEVADA	3 site(s)
OKLAHOMA	1 site(s)
OREGON	1 site(s)
TEXAS	4 site(s)
UTAH	1 site(s)
WASHINGTON	1 site(s)

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

Name	Erin L Franklin
Phone Number	(602) 474 - 4017
Fax Number	
Email Address	efranklin@carollo.com

Name	Carol A Blake
Phone Number	(602) 474 - 4034
Fax Number	
Email Address	cblake@carollo.com

Name	Angela K Keezer
Phone Number	(602) 474 - 4036
Fax Number	
Email Address	akeezer@carollo.com

Name	Sharon R White
Phone Number	(602) 474 - 4028
Fax Number	
Email Address	swhite@carollo.com

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ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: CH2M Hill - Jacobs, Wayne Miller Email: wayne.miller@ch2m.com	Address: 2300 Main Street, Suite 325, Kansas City, MO 64108 Phone: 816-533-7311 Fax:
2.	Name: Custom Engineering, Inc., Joseph T. Davis Email: jtdavis@customengr.com	Address: 12760 E 40 Highway, Independence, MO 64055 Phone: 816-350-1473 Fax:
3.	Name: Parson and Associates, Robert "Jason" Parson Email: jason@parsonkc.com	Address: 1518 E 18th Street, Kansas City, MO 64108 Phone: 816-216-6571 Fax:
4.	Name: Taliaferro & Browne, Inc., Leonard J. Graham Email: lgraham@tb-engr.com	Address: 1020 E 8th St., Kansas City, MO 64106 Phone: 816-283-3456 Fax:
5.	Name: TSi Geotechnical, Denise B. Hervey Email: BRobben@tsigeotech.com	Address: 8248 NS 101st Terrace #5, Kansas City, MO 64153 Phone: 816-599-7965 Fax:
6.	Name: TREKK Design Group, Justin Likes Email: jlikes@trekkdesigngroup.com	Address: 1411 E 104th St., Kansas City, MO 64131 Phone: 816-874-4655 Fax:
7.	Name: Wellner Architects, Inc., Julie Wellner Email: jwellner@wellner.com	Address: 802 Broadway, 4th Floor, Kansas City, MO 64105 Phone: 816-221-0017 Fax:
8.	Name: 3T Design and Development, LLC, Ruth Turner Email: ruth@3t-development.com	Address: 1838-B E 78th St., Kansas City, MO 64132 Phone: 816-516-5977 Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name:	Carollo Engineers, Inc.
Submitted By:	Patrick M. McCole
Title:	Senior Vice President
Telephone No.:	816-326-6713
Fax No.:	816-326-6701
Email:	pmccole@carollo.com
Date:	July 30, 2018

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DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1394 PROJECT NO. 81000621
BLUE RIVER BIOSOLIDS FACILITY
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018 as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77, comprised of Design Professional fees of $2,149,971.00, Optional Services of $800,000.00, and expenses of $3,377,931.77; and

WHEREAS, portions of the work previously assigned to non MBE/ WBE subconsultants included as anticipated expenses was necessarily and actually self-performed by the Design Professional to achieve project objectives; and

WHEREAS, the Design Professional has been authorized by City to perform Optional Services in the amount of $799,739.18; and

WHEREAS, the City desires to execute No Cost Amendment No. 1 to redistribute the total contract amount of $6,327,902.77;

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

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

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

Delete Sec. 4 - Compensation and Reimbursable, Subparagraph A and replace with the following Sec. 4 - Compensation and Reimbursable, Subparagraph A:

A. The maximum amount that City shall pay Design Professional under this Agreement is $6,327,902.77, as follows:

1. $3,147,631.18 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

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $3,180,010.77. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation, and public outreach materials.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursable, includes a total allowance amount of $260.82 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.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

Date: July 26, 2019

By: _____

Title: Vice President/Sr. Program Manager

KANSAS CITY, MISSOURI

Date: 8/13/2019

By: DocuSigned by: Terry Leeds 78C58DD45610460...

Title: KC Water Director

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

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DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 1394 PROJECT NO. 81000821

BLUE RIVER WWTP BIOSOLIDS FACILITY

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77; and

WHEREAS, City has previously entered into a no-cost Amendment No. 1 dated August 13, 2019 to redistribute funds within the project; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of $2,220,000.00, to amend the total contract amount to $8,547,902.77; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Design Professional agree as follows:

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

A. Add the following sections:
   a. Under Attachment A – Scope of Services, add Attachment A1 – Additional Scope of Services.
   b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C1 – Engineering Fee Summary and replace Schedule of Position Classifications.

B. Delete and replace the following sections:
   a. Delete Sec. 4. – Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4. – Compensation and Reimbursables, Subparagraph A:

      A. The maximum amount that City shall pay Design Professional under this Agreement is $8,547,902.77, as follows:

         1. $4,605,431.18 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C1**.

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 $3,752,102.77. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, outside reproduction of final deliverables, local transportation in the project area and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $190,368.82 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 and 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 **Attachments C and C1**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

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.

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C. Delete and replace the following section(s):
   a. Delete Sec. 5, Notices, and replace with the following Sec. 5, Notices:

City:
Water Service, Department
Terry Leeds, Director
4800 E. 63rd Street Kansas City, MO 64130
Phone: (816) 513-0528
Facsimile: (816) 513-0288
E-mail address: terry.leeds@kcrno.org

Design Professional:
Carollo Engineers, Inc. Contact: Wayne Miller
Address: 903 E 104th Street Suite 230,
Kansas City, MO 64131
Phone: (816) 326-6713
Facsimile: N/A
E-mail address: wmiller @carollo.com

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

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

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

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

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

Date: 10/17/2019

By:

Title: Vice President / Vice President

KANSAS CITY, MISSOURI

By: DocuSigned by: Jerry Leeds 78C58DD45810460...

Date: 11/11/2019

Title: KC Water Director

Approved as to form:

DocuSigned by: Mark Jones 0909E449F76D420...

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.

for Therese Danielson 11-20-19

Director of Finance (Date)

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ATTACHMENT A-1 – SCOPE OF SERVICES FOR AMENDMENT NO. 1

Blue River Biosolids Facility Project Contract Amendment 2 Scope of Services

Contract Amendment 2 Milestones

Task Series 100, 500, and 700, shall be completed within 846 calendar days following the City's issuance of NTP to the DP[1]

General Assumptions:

1. The DP assumes that the levels of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment 2 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Additional technical assistance, or other assistance, if required and authorized in writing, will be performed by the DP as an approved Optional Service.

2. Minority and Women Owned Business Enterprise Subconsultants (M/WBE) on the DP team requesting to be released from the DP team in order to join BVDB teams will be allowed to complete their pre-Request for Proposal (RFP) preliminary design work activities as members of the DP team up to the date of issuance of the RFP, providing they do not work on or have access to RFP or contract documents that will not be provided to all prospective BVDB teams as part of the RFP. Subconsultants that join BVDB teams will not work on or have access to the contract ahead of release of any such information to all prospective BVDB teams.

3. After issuance of the RFP, M/WBE DP team members who join BVDB teams will be allowed to continue work only on remaining FOG and Septage Station preliminary design since the FOG and Septage Station is not part of the base BVDB package, providing the DP restricts the Project Wise collaboration site access for these firms to the task relevant files only. If work on the FOG and Septage Station preliminary design is completed prior to release of the RFP, the City may elect to include this as a bid alternate component of the Design-Build Contract.

4. It is assumed the HRD will grant relief from the M/WBE goals for the Procurement Phase of the project to the level identified in the attached fee spreadsheet.

TASK SERIES 100 - Project Management

DP shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105, Kick Off Meeting) through the scheduled Procurement Phase of this contract (up to an additional 12 months). Activities under this task include up to twelve (12) additional

[1] DP NTP was issued on August 17, 2018.

Monthly Progress Reports, Monthly Invoices, schedule revisions, Earned Value estimates, Progress Meetings, Progress Meeting Agenda, and Progress Meeting minutes. It includes continuation of Subcontract oversight and administration, and Quality Control and updates to the Work Plan, as required. It also includes an update to the baseline, cost-loaded schedule to include projection of costs through the Procurement Phase of the Project.

Task Series 100 Deliverables:

- Monthly Progress Reports
- Monthly Progress Meeting Minutes
- Monthly Schedule Updates
- Monthly Invoices
- Meeting Agendas and Minutes
- Work Plan Update
- Updated Baseline Schedule and Revised Cash Flows

TASK SERIES 500 – Public Outreach

DP shall continue to provide Public Outreach services as defined in the original contract Scope of Service for Task Series 500 through the scheduled Procurement Phase of this contract (up to an additional 12 months). Activities will include continuing already established outreach efforts such as:

- Assistance with M/WBE outreach activities.
- Maintenance of social media assets on Facebook, Twitter, and Instagram.
- On-going monitoring, reporting, and recommendations to maximize reach an effectiveness.
- Maintenance of social media calendar.
- Email blasts to key influencers/stakeholders.
- On-going engagements around related project posts.
- Up to two (2) aerial videos of the plant site taken using a drone during the procurement phase of the project to be used to support public outreach efforts.

Work extended under this amendment will also include additional support on ongoing milestone activities and may include:

- Periodic presentations to the Transportation and Infrastructure Committee.
- Regular updates and milestones communications.
- As-needed one-on-one meetings with individual council members.
- On-going promotion of the project via media outlets, social media, educational tours, internal or CITY newsletters or publications, local advocacy and stakeholder groups, and industry publications.

DP shall also continue to assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.

- Research and coordinate opportunities for presentations.
- Assist in preparing written reports, articles, etc.

TASK SERIES 700 - Procurement Phase Services

TASK 701 - Request for Qualifications

Subtask 701.2 RFQ Advertisement Assistance

DP shall provide assistance with advertisement of the RFQ documents. This will include the distribution of solicitation documents to all interested parties and the response to inquiries. DP will coordinate responses through City procurement based on established City procurement protocol.
The DP will prepare for and participate in one (1) 2-hour Contractor Outreach meetings with the interested bidders.

Subtask 701.3 Best Value Design Build (BVDB) Contractors Qualifications Review

Upon the City's receipt of qualification statements from candidate BVDB Contractors, the DP will provide assistance to the City in its review of documents for compliance with established requirements. DP will provide summary of strong and weak points but will not participate in ranking or selection of the shortlisted teams invited to submit proposals. It is assumed that no more than six (6) statements of qualification will be reviewed by the DP.
DP will participate in up to six (6) two-hour interviews of the prospective BVDB Contractors that submit statements of qualification.
DP, in close coordination with the City's PM, will prepare an SOQ Summary Matrix, providing an objective comparison of each SOQ to the minimum requirements outlined in the RFQ.

Task 701 Deliverables:

- Responses to BVDB Inquiries

TASK 702 - BVDB Request for Proposals Package

Objective: The purpose of this task is to assist the City in preparing an RFP package that will be used to solicit proposals/bids for the project from the shortlisted BVDB Contractors. The RFP process will be the second of a two-step BVDB contractor procurement process.

Subtask 702.1 Develop BVDB Request for Proposals

DP shall assist the City in developing an RFP and supporting documents (together the RFP Package) for the BVDB Contractors' to use in guiding preparation of their proposals/bids. The RFP will provide an outline of the requirements for the project and may include items such as:

- Project Background
- Description of the Procurement Process and Schedule
- Proposal Submittal Instructions and Requirements
- Evaluation Criteria and scoring Process
- Procurement Terms and Conditions
- Project Technical Requirements

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- Proposal Forms
- Reference Documents

The DP shall work with the City to define the items above for summary in the RFP and will create a summary of responsibilities and division of labor. In addition to the items above, the RFP Package will include additional supporting documents as follows.

- BVDB Contract - Developed by the City, with input provided by the DP (see Task 702.2)
- General Conditions - Developed by the City
- Supplementary Conditions – Developed by the City, with input provided by the DP (see Task 702.2)
- General Requirements - DP shall assist the City in modifying its existing General Requirements documents as appropriate for a BVDB project.
- Basis of Design Report (BODR) and related reference documents – Developed by the DP with input and review by the City.

The DP shall provide a draft of the RFP to the City for review and comment prior to finalizing. The DP will also provide Interim Deliverable guidelines and Confidential Meeting guidelines to the City for review and comment. DP will assist the City as part of this task by performing a Quality Control review of all documents generated by the DP for inclusion in the RFP Package, prior to issuance.

Subtask 702.2 Review of City's Design-Build Contract and Related Documents

The DP, through a subcontract with a National DB Legal Consultant, shall provide a review of the City's General Conditions (GCs) and Supplementary Conditions (SC's) and the Draft BVDB Contract (developed by the City) and will make recommendations for changes to all three documents based on best practices for the City's consideration and approval in advance of the issuance of the RFP. The Consultant will also review the risk register developed under Task 702.5 to make modifications to the contract as necessary to reflect the desired risk allocations established in the risk register. The DP shall prepare a memorandum summarizing the recommended modifications or considerations related to the City's GCs, SCs, and Draft BVDB Contract, and will include recommended language for changes or additions to the Supplementary Conditions. This task does not include drafting of any contract documents or modification of the City's existing contract documents by the DP or the National DB Legal Consultant.

The DP will conduct up to two (2) two-hour workshops or meetings with WSD to review the City's Draft BVDB Contract, GCs and SCs. The DP will prepare for and attend up to two (2) two-hour meetings with City Management and/or City Legal representatives and assumes a total level of effort of up to One Hundred (100) hours of National DB Legal Consultant assistance in support of the development of the RFP, the BVDB Contract, and Contract Negotiations processes. This task includes up to 16 hours for the DP and DB Legal Consultant to review contract modifications suggested by Proposers or contract-related questions posed by Proposers during the RFP preparation and evaluation phases.

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Subtask 702.3 Operability Support

The DP will provide an operability review of the RFP Package by an Operations Specialist. DP will review comments from the operability reviews with WSD and make necessary modifications or notations as part of the RFP development processes.

Subtask 702.4 THP Technical Vendor Comparison and Evaluation Support

The DP will assist the City in evaluating THP vendor options using the following techniques:

- **THP Technical Vendor Comparison Evaluation** - The DP will assist WSD by providing information that WSD will use in evaluating and comparing the two THP vendor systems under consideration.
- **Indicative Price** - The DP will assist WSD in developing the technical documents necessary to request indicative pricing from the two vendors.
- **Quadruple Bottom Line** - DP will assist City in preparing for and will participate in one (1) three-hour Quadruple Bottom Line (QBL) workshop regarding the THP vendors. DP will have up to five participants at the workshop or participating via conference call.
- **US THP Installation Tours** - DP will arrange, schedule, and participate in up to two (2) three-day tours to US facilities using THP processes, as requested by WSD. DP will provide airline and ground transportation for WSD and DP staff. City will provide lodging, mileage, meals, and other travel expenses for City participants. DP will provide up to five participants to accompany WSD on these tours, which will include members of the project management team and design team members.

Subtask 702.5 Contract Risk Allocation Workshop

The DP shall prepare for and conduct one four (4) hour Pre-RFP Risk Workshop with WSD, which will focus on risk allocation in support of development of the BVDB contract. The DP shall make related modifications to the project Risk Register risk management plans and will suggest modifications to the BVDB contract to address the risk allocation decisions and directions resulting from the workshop. The DP will provide a workshop agenda, and minutes of the workshop.

Task 702 Deliverables:

- Draft BVDB RFP
- Final BVDB RFP
- Memorandum containing recommended Draft Contract, GC, and SP Modifications
- Meeting Minutes for RFP, Specifications, Contract, and Negotiations Meetings

TASK 703 – Bid Phase Support

Objective: The purpose of this task is to assist the City in the processes connected with the Bid Phase of the BVDB Contractor procurement process.

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Subtask 703.1 RFP Distribution/Pre-Proposal Meeting

DP shall assist the City in distribution of the RFP to shortlisted BVDB Contractors. Coordination will take place with the WSD. DP will facilitate one pre-bid meeting for the shortlisted proposers. DP shall develop a draft and final agenda for the pre-bid meeting. The City may provide each shortlisted proposer the opportunity to tour the site following the pre-proposal meeting. The City will host the site tour but may request assistance from the DP in developing talking points for the tour.

Subtask 703.2 Responses to Questions and Addenda

DP shall assist the City in developing responses to inquiries from shortlisted proposers, maintaining a log of questions and responses, and issuing up to five (5) addenda, in conformance with City standards, as appropriate to interpret, clarify, or expand on the information contained within the RFP Package.

Subtask 703.3 Interim BVBD Submission Review

DP will conduct a review of up to three (3) Interim BVBD proposal submittals. DP will include cost estimators, the Senior Preliminary Design team engineers, and an operability specialist on the review team. DP will conduct one (1) four-hour workshop with the City to present and discuss a summary of the review process.

Subtask 703.4 Confidential Meetings: Pre-Proposal

The City may elect to conduct confidential individual interviews with shortlisted proposers prior to the proposal submittal. These interviews would be focused on proposed technical approaches to project implementation as well as potential deviations from the baseline BVDB Contract provided in the RFP.

The DP will participate in up to three pre-proposal interviews, each lasting up to four (4) hours. It is assumed that these meetings will be scheduled to occur over 2 consecutive days. Up to eight (8) members of the DP team may participate in the confidential meetings, including an Operations Specialist, Biological Process Engineer, and a Risk Management Specialist. The DP shall assist WSD in preparing for these confidential meetings, participate in each of the meetings, and prepare a confidential memorandum for WSD summarizing the DP's comments regarding each of the meetings, if requested.

Subtask 703.5 Interviews: Post-Proposal

The City may elect to conduct individual interviews with some or all of the shortlisted proposers following the proposal submittal. These interviews would be focused on the proposed project team and its approach to project implementation.
DP will participate in up to three post-proposal interviews, each lasting up to eight (8) hours. Up to two (2) members of the DP team may participate in the interviews. It is assumed that these meetings will be scheduled to occur over a one-week period. The DP shall assist the City in preparing for these interviews, will participate in each of the interviews in an advisory capacity, and will prepare a confidential memorandum on behalf of WSD summarizing the DP's comments about each of the interviews, if requested.

Subtask 703.6 BVDB Contractors Proposal Review

Upon receipt of proposals/bids from shortlisted BVDB Contractors, DP shall provide assistance to the City in the review of documents for basic compliance with established requirements and will help identify deviations from the Reference Design. The City will

make its assessment of each proposer's approach to project execution. The submittals will be scored and ranked by the City based on the criteria contained in the RFP.
It is anticipated that the DP will review up to three (3) proposals against the following criteria and will provide the city with a memorandum summarizing key differences in the proposed approaches to each of these criteria:

- **Sustainability** – The ENV SP will complete an Envision Credits Template for each of up to three proposals and will develop a project sustainability score. The ENV SP will assist in the QBL analysis for community and environment components. DP will assess how the proposed differences in project approaches by each of the proposers (up to three total) will impact the overall project Envision score.
- **Operability** – DP shall provide an Operations Specialist to evaluate the proposed project approaches by each of the proposers and summarize key considerations related to operability of the proposed project(s).
- **Risk** – DP shall review the project approaches with the goal of identifying areas where the risk profile of the proposed project may differ between the three approaches and will provide a summary of key risk considerations associated with the three approaches. As a part of this evaluation, the DP shall prepare for and conduct one four (4) hour Post-Proposal Risk Workshop to compare the risk profiles for up to three (3) BVDB proposals considering only the City's risk exposure. Following the Workshop, the DP will prepare draft Risk Registers considering only the City's risk exposure for up to three (3) short listed BVDB firms for the City's use in comparing the risk profile of the three proposals.
- **Cost** –DP shall, in cooperation with the City's Project Manager, review the Technical Proposals and catalogue significant deviations from the Reference Design that may significantly impact the total cost of the project. If requested, the DP will assist the City in evaluating the potential cost impact of such deviations. Following opening of the Cost proposals, the DP will also review the separately sealed Cost Proposals submitted by each shortlisted proposer for conformance with the RFP requirements. The DP's assistance with cost evaluation is solely to assist the City with evaluating the differences between the cost proposals received and does not include analysis regarding the accuracy or appropriateness of the BVDB bids received. The BVBD proposers are solely responsible for the accuracy and content of their bids. The DP will provide other cost review support and analysis, as requested and specifically agreed between the City and the DP, as an Optional Service.

In addition, the DP will conduct up to sixteen (16) "Or Equal" analyses of specific equipment proposed by BVDB teams, as identified and requested by the City. DP will provide a brief summary level memorandum documenting the DP's determination, and recommendation for each "Or Equal" analysis as to whether in the DP's opinion Water Services should consider the analyzed equipment to be "equal" to defined design criteria requirements or specifications, and why. Decisions regarding the acceptance or rejection of a requested "Equal" will be made by the City.
Assumptions:

- The DP assumes that the "Or Equal" analyses can be accomplished within the level of effort forecasted in the Fee spreadsheet that accompanies this Scope of Services.

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- The DP also assumes that for each "Or Equal" request, that any related meetings with the Water Services Department, and/or the BVDB proposer(s), related to the requests will be conducted via WebEx, and will not involve DP travel.
- The findings of all "Or Equal" reviews identified above shall be summarized in a draft Executive Summary memorandum, if requested. The final memorandum, if required, will incorporate City review comments.

Subtask 703.7 BVDB Contractor Selection

Based upon the evaluation conducted in the prior task, the City will score each proposal. It is anticipated that the City will lead and perform any BVDB Contractor selection activities. Within the City's e-Builder system, the DP will submit a recommendation on each proposal to satisfy workflow requirements. This recommendation will be based upon a review of the technical proposals and bids for conformance with minimum RFP requirements to establish responsiveness and will not be a subjective evaluation of the individual proposals against one another. It is assumed that additional support or participation in the selection process from the DP beyond the subtasks listed above is not required. If the City requires a justification memorandum to support its selection (e.g., lowest ultimate cost), the DP, at the request of the WSD, will provide support information developed in previous subtasks to WSD for inclusion in its recommendation documentation, but will not write or provide direct input into the justification memorandum.

Subtask 703.8 Contract Negotiations: Post-Selection

It is anticipated that the City will conduct contract negotiations with the selected BVDB Contractor. The DP will provide support to the City in its review of documents for basic compliance with established requirements. DP will also participate in up to three (3) 2-hour City pre-negotiation strategy meetings via WebEx. DP will provide the City with cost review support by its Cost Estimators, as needed up to the level of effort assumed in the accompanying Contract Amendment 2 Fee Spreadsheet. It is anticipated that there will be up to three (3) contract negotiation meetings, each lasting up to 2 hours. DP shall prepare a memorandum summarizing each of the meetings.

Task 703 Deliverables:

- Record of RFP Distribution
- Questions/Inquiries and Response Log
- Addenda
- Meeting Minutes
- "Or Equal" Findings Memoranda or Emails
- Summary Compliance Deviations list
- Contract Negotiation Meeting Summaries

Task 704 - Initial Criticality Analysis and Workshop

Objective: The purpose of this task is to assist the City in the identification and prioritization of potential points of failure within the treatment system to help identify spare part requirements.

DP shall prepare for and conduct an Initial Criticality Analysis Workshop with WSD staff to develop a preliminary prioritization of biosolids process equipment spare parts. The

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initial workshop will be up to six (6) hours in duration. Up to eight (8) individuals from the DP team will participate in the Workshop in person or by phone. The initial Criticality Analysis will identify and prioritize potential points of failure, likely long lead time items, and specialty items that may disrupt the treatment process. This initial workshop will occur before many specific equipment selection decisions are made with the acceptance of a Design Build Contractor Proposal, so will deal with the most likely types of equipment and processes, rather than specific equipment manufactures and models. This initial workshop will focus on developing a draft summary of the probability and consequences of failure related to the reference design.

It is anticipated that a second Criticality Analysis Workshop will be conducted during the Design and Construction Phase of the project, will be facilitated by the Design Builder, and will focus on refinement of the draft summary, and development of FMEA analyses focused on specific manufactures, models and manufacture recommended spare parts listings.

Task 704 Deliverables:

- Workshop Agenda
- Workshop Minutes
- Memorandum summarizing recommendations resulting from Initial Criticality Workshop, including prioritization, and initial draft maintenance strategies.

Task 705 - Bayer Public Private Partnership Support

Objective: The purpose of this task is to support City efforts to evaluate a potential Public Private Partnership between the City and Bayer related to steam and biosolids.

- Meetings and Technical Analysis - DP will participate in up to four (4) two hour meetings with WSD and/or Bayer related to developing a basis for a Public Private Partnership (P3) agreement or agreements In addition, DP will provide up to 80 hours of technical support work in preparing for meetings, assisting with technical analysis, assisting with business case analyses, providing advisory services to WSD regarding contractual model definition, or participating in internal WSD discussions related to the possible basis for the formulation of a P-3 Agreement between WSD and Bayer.
- Literature Review – DP will provide up to 16 hours of literature review regarding potential impact of pesticides, and other contaminates present in the testing data of the Bayer Secondary Sludge samples provided by Bayer.
- Sludge Collection and Characterization – City personnel and/or Bayer shall collect and ship three samples from the Blue River Wastewater Treatment Facility and Bayer Facility, as follows:
    - Sample 1 – Digested sludge (DS) from Blue River Wastewater Treatment Plant;
    - Sample 2 – Mixture of PS and WAS, referred to as municipal sludge (MS) from the Blue River Wastewater Treatment Plant;
    - Sample 3 – Bayer Industrial Sludge (BIS) from the Bayer Facility.
- Ultimate Biodegradability Test - Up to eight (8) series will be set up to test impact of pollutants. All series will receive the same volume of predigested anaerobic sludge, which will serve as seed. The biodegradability test will be carried out for 60 days or

until insignificant gas production is observed (equal to or less than 90 days). Preliminary results will be communicated after 30 days of incubation.

- NPDES Permit Review – DP shall provide review of Bayer's NPDES permit as it relates to its pre-treatment limits and requirements and discharge and sludge disposal requirements. DP will propose pre-treatment limits and requirements if specifically requested.

Support for full-scale pilot test is not included in this scope of work. DP will provide additional support services as requested by WSD on an as needed basis, and as specifically authorized by approved Optional Services to assist the City with this potential P-3, and/or other P-3 opportunities the City wishes to pursue.

Task 705 Deliverables:

- Meeting Agendas
- Meeting Minutes
- Bench Scale Test Summary Report
- Pretreatment limitations and recommendations regarding Bayer Biosolids
- Literature Review Summary Memoranda

Task 706 Procurement Phase Risk Management

Objective: The purpose of this task is to assist the City with monitoring and management of risks throughout the Procurement phase of the project.

DP shall maintain and update the project Risk Register during the Procurement Phase of the project. The DP will review updates with WSD Quarterly at Monthly Progress Meetings and will incorporate comments by WSD into the Project Risk Register. The DP will provide up to four (4) Quarterly updates to the Risk Register during the Procurement Phase of the project.
The DP will perform preliminary Quantitative Analysis on up to fifteen (15) of the highest scoring project risks, based on qualitative scoring results and/or WSD direction. DP will participate in up to six (6) one-hour conference calls, and up to three (3) two-hour information gathering meetings with WSD staff related to the quantification of the selected risk items.

Task 706 Deliverables:

- Risk Register updates following each Quarterly progress meeting review, risk meeting, or risk workshop
- Meeting and Workshop meeting minutes

Task 707 - SKM Software Training

Objective: The purpose of this task is to provide WSD staff with training on the SKM electrical system software that will be used by the City.

DP will provide up to five (5) days of on-site "hands on" training for up to five (5) WSD employees selected by the City in the use of the SKM Systems Analysis software used to develop the project's electrical load management information.
The DP will also provide up to five (5) days off-site training in Houston, Texas by the software provider for up to five (5) WSD employees, which will include training

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registration fees. All other expenses, such as airfare, lodging, meals, and incidentals, for this training will be paid for by the DP.

Task 707 Deliverables:

- None

Task 708 - Birmingham Force Main Phase 2 Assessment – DELETED

Task 709 – Project Funding Application Support

Objective: The purpose of this task is to support the City's Project funding application process.

DP will assist WSD in providing information required for project funding applications to the State Revolving Fund (SRF), or Water Infrastructure finance and innovation Act (WIFIA), as requested. DP will attend up to four (4) two-hour meetings or conference calls with WSD, DP will also assist WSD in responding to inquiries from SRF and/or WIFIA DP will support the development of applications or information related to the funding process for this project, as requested by the City. DP will provide additional assistance, as an Optional Service, if requested and approved by WSD.
The DP will develop draft funding application sections as requested by WSD and will submit these for WSD review and comment. The DP will then incorporate WSD comments and edits and prepare a final version of the requested application sections. The actual funding applications will also include information and sections provided exclusively by WSD, and the funding applications will be submitted by WSD. DP will assist City in updating specifications and Special Conditions to incorporate WIFIA/SRF requirements, as requested.

Task 709 Deliverables:

- Draft sections of funding applications
- Meeting and Workshop meeting minutes

TASK 710 – Draft Construction and Commissioning Phase Management Plan

Objective: The purpose of this task is to coordinate with the City to develop a draft Construction Phase Management Plan for the Project with selected Design-Builder during contract negotiations.

- Prepare a draft Construction and Commissioning Phase Management Plan that provides an Organizational chart, defines roles and responsibilities, and level of effort for the Construction and Commissioning phase of the project.
- Review and update the City's commissioning, training, and related specifications.

Task 710 Deliverables:

- Draft Construction Phase Management Plan

TASK 711 – Fats, Oils, and Grease (FOG) and Septage Receiving Stations Preliminary Design Report

Objective: The purpose of this task is to prepare a 20% design for the FOG and Septage Receiving Stations at the Blue River Biosolids Facility using previously allocated funds from the prior phase of the project. It is understood that the DP intends

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to design around and specify pre-packaged FOG and Septage system options for this design to the extent practicable. Alternative or additional custom design effort requested by the City will be performed as Optional Services, if required and approved.

Using the current Revit BIM, the DP will develop a 20% level Preliminary Design Report that includes the design drawings and draft specifications for major equipment for the FOG and Septage Receiving Station based on the Blue River Biosolids Facility Conceptual Design Report. DP will use the Blue River Biosolids Project BIM to conduct 20% design review with the City, and will incorporate final review comments into the final Preliminary Design Report. The level of detail included in this design activity will be consistent with the other Preliminary Design work requirements specified in the existing Contract Scope of Services.
The DP will conduct one (1) four-hour design review workshop with the City at the 20% design level using the BIM to illustrate and discuss the design.
This work will be completed within four months following the approval of Contract Amendment 2.

Task 711 Deliverables:

- Modified BIM to include the FOG and Septage Receiving Stations
- Draft FOG and Septage Receiving Stations 20 Percent Design Technical Memorandum
- Final FOG and Septage Receiving Stations 20 Percent Design Technical Memorandum

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ATTACHMENT C-1, AMENDMENT 1
DESIGN CONSULTANT RATE SCHEDULE

PROJECT TITLE:KCMO Blue River WWTP Biosolids Facility
PROJECT NO: 81000821

Labor Category	Hr. Billable Rate Range
Project Director	$235 - $289
Project Manager	$190 - $359
Project Delivery Lead	$250 - $343
Site Investigate Lead	$225 - $273
Solids Handling Prof	$246 - $305
Solids Handling Assist Professional	$150 - $193
Solids Handling Senior Tech	$176 - $225
Solids Handling Tech	$122 - $161
Concept Design Lead	$340 - $416
Electrical Quality Control	$261 - $317
PMIS Coordinator	$253 - $312
Senior Tech	$83 - $235
Envision Lead	$191 - $241
Public Outreach Lead	$146 - $193
Public Outreach Assist	$130 - $171
Design Manager	$261 - $322
Prof Design Manager	$246 - $305
BIM Manager Senior Tech	$148 - $193
Technician	$76 - $155
BIM/CADD Lead	$163 - $203
Project Controls	$197 - $246
Project Controls Assist Professional	$167 - $214
Environmental Permit Lead	$235 - $289
Environmental Assist Professional	$136 - $171
Procurement Contracts Lead	$274 - $338
Professional	$157 - $312
Assist Professional	$94 - $312
Senior Professional	$267 - $322
THP Lead	$275 - $330
Public Outreach Admin	$95 - $118
THP Professional	$207 - $263
THP Expert	$351 - $416
Pre and Post THP Sludge Process Lead	$260 - $315

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Sidestream Treatment Lead	$246 - $305
Energy Management Lead	$228 - $284
Energy Management Professional	$198 - $305
Dig/FOG Lead	$246 - $305
Dig/FOG Assist Prof	$182 - $225
Sludge Pipe CA Lead	$234 - $285
CA Professional	$205 - $256
CA Assist Professional	$83 - $104
CA Tech	$76 - $95
Odor Control Lead	$246 - $305
Odor Control Professional	$231 - $284
Odor Control Assist Professional	$182 - $235
Odor Control Senior Tech	$176 - $225
Odor Control Tech	$122 - $161
Cost Estimating Lead	$186 - $241
Cost Estimating Professional	$233 - $289
Site/Civil/Survey Project Manager	$182 - $225
Data Acquisition/Scanning/LIDAR Lead	$138 - $171
Professional Land Surveyor	$124 - $154
Survey Party Chief	$106 - $132
Survey Crew	$158 - $195
Structural Lead	$201 - $263
Structural Professional	$114 - $144
Structural Assist Professional	$84 - $107
Structural Senior Tech	$126 - $161
Structural Tech	$82 - $107
Principal Electrical/HVAC	$145 - $182
Project Manager Electrical/HVAC	$145 - $193
Senior Elec Engineer	$143 - $182
Electrical Engineer 1	$96 - $123
Electrical Engineer 2	$115 - $144
Electrical Engineer 3	$115 - $150
Electrical Senior Tech	$88 - $112
Electrical Tech	$91 - $118
Senior Mechanical Engineer	$143 - $182
Mechanical Engineer 3	$115 - $144
Mechanical Engineer 2	$112 - $139
Mechanical Senior Tech	$96 - $128
Mechanical Tech	$87 - $118
Mechanical Project Assist	$57 - $75
I&C Lead	$247 - $305

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I&C Assist Professional	$178 - $225
Geotechnical Lead	$197 - $246
Architectural Lead	$185 - $235
Architectural Professional	$162 - $203
Architectural Assist Professional	$121 - $155
Architectural Senior Tech	$104 - $134
Administration Assistant	$97 - $128
Architectural Administration Assistant	$76 - $96
KA/PA	$171 - $214
Principal	$326 - $395
Senior Engineer	$174 - $216
Engineering Tech II	$106 - $132
Project Assistant	$91 - $112

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 3

CONTRACT NO. 1394 PROJECT NO. 81000821

BLUE RIVER WWTP BIOSOLIDS FACILITY

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77; and

WHEREAS, City has previously entered into a no-cost Amendment No. 1 dated August 13, 2019 to redistribute funds within the project and a $2,220,000.00 Amendment No. 2 dated November 20, 2019; and

WHEREAS, the City desires execute Amendment No. 3, in the amount of $5,170,000.00, to amend the total contract amount to $13,717,902.77; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 3rd Amendment, City and Design Professional agree as follows:

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

A. Add the following sections:
   a. Under Attachment A – Scope of Services, add Attachment A2 – Additional Scope of Services.
   b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C2 –Schedule of Position Classifications.
   c. Under Attachment E – HRD Documents, add Attachment E1 – Amendment 3 HRD Documents which consist of 00450.01 HRD Letter of Intent to Subcontract with McCurdy Engineers, LLC and 00470 HRD Form 11 Request for Modification and Substitution as approved by Ordinance No. 200954 on November 12, 2020.

B. Delete and replace the following sections:
   a. Delete Sec. 4. – Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4. – Compensation and Reimbursables, Subparagraph A:

      A. The maximum amount that City shall pay Design Professional under this Agreement is $13,717,902.77, as follows:

         1. $6,345,447.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C2**.

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 $5,744,862.77. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $1,627,593.00 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 and 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 C2**. 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.

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

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

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

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

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

Date: December 4, 2020

By: _____

Title: Vice President

Date: December 4, 2020

By: _____

Title: Senior Vice President

KANSAS CITY, MISSOURI

By:

Date: 12/11/2020

DocuSigned by:
D Matt Bond
44458FCE836C4D6...

Title: DeputyDirector

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by:
Theresa Danielsen 1/6/2021
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Director of Finance (Date)

ATTACHMENT A2 – Additional Scope of Services

Blue River Biosolids Facility Project

Contract Amendment 3 Scope of Services

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Blue River Biosolids Facility Project

Contract Amendment 3 Scope of Services

Contract Amendment 3 Milestones

Task Series 100, 500, 800, and 900 shall be completed within 1232 calendar days (through December 31, 2021) following the City of Kansas City, Missouri (CITY) issuance of Notice to Proceed (NTP) to the Owner's Advisor (OA)[1] and upon approval and execution of Contract Amendment 3, prior to December 31, 2020.

General Assumptions:

1. The OA assumes that the levels of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment 3 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the construction work and corresponding workload and may vary from the level of effort planned and budgeted. The OA will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The OA will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional Construction Phase Services budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.
2. The OA assumes that the Design Build (DB) Baseline Schedule submitted by the DB Team selected by the CITY for this project will be completed as planned. The OA's services are budgeted to cover the first year of DB Baseline Schedule, based on the agreed level of effort expressed in the fee spreadsheet accompanying this Scope of Services. Extensions to the DB Baseline schedule will result in additional effort for which the OA will be compensated via Optional Services and/or Contract Amendment.
3. The OA assumes that annual contract amendments will be approved each year through duration of the construction and commissioning phase of the Project. Annual amendments will be approved in advance of this annual period to provide continuity on the Project and minimize interruptions to OA services.

Note: OA expert witness services, formal dispute resolution, or litigation assistance, are not included in this Scope of Services, but will be provided by the OA as an approved Optional Service and/or Contract Amendment, if required and authorized in writing.

[1] Design Professional (DP) NTP was issued on August 17, 2018.

TASK SERIES 100 - Project Management

OA shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105, Kick Off Meeting) through the scheduled Construction and Commissioning Phase of this contract (up to an additional 12 months). Activities under this task include up to twelve (12) additional Monthly Progress Reports, Monthly Invoices, OA schedule revisions, Earned Value estimates, Progress Meetings, Progress Meeting Agenda, and Progress Meeting minutes. It includes continuation of OA Subcontract oversight and administration, Quality Control, and updates to the Work Plan, as required. It also includes an update to the baseline, cost-loaded schedule to include projection of costs through the first year portion of the Construction and Commissioning Phase of the Project.

OA Project Manager/Deputy Project Manager (OAPM/DPM). The OA will provide the OA Project Manager for the Blue River Biosolids Facility Project, who will continue to provide general oversight and management to the OA team. The OAPM will delegate and/or share duties to the Deputy PM (DPM) as needed in order to meet project needs and as identified in Exhibit B1-2.The OAPM shall also provide overall OA team, resources, subcontract, and contract management throughout the first year portion of the DB Construction and Commissioning Phase of the project.

For Task Series 800 support, the OAPM will manage the OA CM, and will participate in internal construction oversight coordination meetings, lead periodic OA coordination meetings, issue OA Task Orders, coordinate and oversee OA Team staffing, and participate in periodic Microsoft Teams status and coordination meetings with the CITY's Project Manager. The OAPM will assist in establishing and implementing coordination and communication procedures among the OA, CITY, and DB Team. The OAPM will be the primary point of contract for the CITY's Project Manager. The OAPM shall be provided on a part-time basis. The level of effort for Task Series 800 support assumes 0.75 FTEs for the combined OAPM and DPM for the duration of the first year portion of the project.

Contract Documents. The OA will be familiar with all Contract Documents for the Blue River Biosolids Facility Project. The OA will assist the CITY in enforcing the requirements of the Contract Documents by use of the Notice of Non-Conformance Forms and other tools available in the Contract Documents, based upon the agreed matrix of responsibilities, and as directed by the CITY's Project Manager. The OA will provide interpretations and clarifications of Contract Documents, as requested.

Administration. The OA will support CITY staff in the field with general administrative support. The OA will coordinate with the DB Team to assist with establishing the CITY/OA field office facilities, maintain office supplies, manage supply contracts, verify invoices, and coordinate correspondence. The level of effort for this task is covered under Task Series 800.

Deliverables:

- Monthly Progress Reports.
- Monthly Progress Meeting Minutes.
- Monthly Schedule Updates.
- Monthly Invoices.
- Meeting Agendas and Minutes.
- Work Plan Update.
- Updated Baseline Schedule.

TASK SERIES 500 - Public Outreach

OA shall continue to provide Public Outreach services as defined in the original contract Scope of Service for Task Series 500 through the scheduled Construction Phase of this contract (up to an additional 12 months). Activities will include continuing already established outreach efforts such as:

- Up to fourt (4) aerial videos of the plant site taken using a drone during the first year portion of the construction and commissioning phase of the project to be used to support public outreach efforts.

Work extended under this amendment will also include additional support on ongoing milestone activities and may include:

- As-needed one-on-one meetings with individual council members.

OA shall also continue to assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.
- Research and coordinate opportunities for presentations.

TASK SERIES 800 - Design Build Construction and Commissioning Phase Support

The OA role during the first year portion of the this phase of the project will shift from an engineering-focus to construction compliance which consists of construction oversight, administration, quality monitoring and auditing, technical support, and general support services. As such, the OA, in concert with the CITY's Project Manager and assigned staff, will provide construction oversight services as defined below. The OA will assist the CITY with this phase of the Blue River Biosolids Facility Project throughout the duration of the first year portion of the DB Construction and Commissioning Phase. Construction Oversight Team (COT) members from the OA will be supplemented with CITY personnel in designated positions, as defined herein with the associated roles and responsibilities. All field and office-related activities during the DB Construction and Commissioning Phase will be coordinated through the COT. The OA team will also provide supplemental technical services, in addition to COT related tasks, as defined under Task Series 900 below.

The level of effort defined for the various tasks herein assumes a Notice-to-Proceed to the DB Team by mid-December 2020, with the efforts herein defined for a duration of 12 months, or through December 2021. Efforts by the OA beyond December 2021 will be authorized by a subsequent Contract Amendment, if desired by the CITY.

TASK 801 - Construction Management and Resident Project Representatives

NOTE: The level of effort for the various tasks defined under Task 801 herein are intended to represent the on-site OA staff, specifically efforts by the OA Construction Manager (OA CM) and OA Resident Project Representative(s) (OA RPRs) (as defined below). The OA Construction Manager and CITY'S Project Manager will serve as lead management oversight for all tasks defined within Task 801.

Construction Manager (CM). The OA will provide a CM to oversee all field activities for the COT. The CM will be the central liaison for communication between the COT and the DB Team's Construction Manager. The CM shall be provided on-site full time starting with within 60 days of the approval of Contract Amendment 3 for a total period of up to ten (10) months. The level of effort for this task assumes up to 1.0 full time equivalent (FTE) based on 40 hours per week over a 42-week duration.

Resident Project Representative(s) (RPR). The OA will provide RPR's to assist with field activities oversight for the COT. The RPR(s) will be the central agent for communication between the Auditors, and Discipline Engineers. One RPR shall be provided on-site full time (1 FTE) starting with the Notice to Proceed for this contract. A second full-time RPR comprised of different individuals to provide technical specialists to support the project, will be added beginning when the Biosolids Building commences construction and will remain on the project through the completion and acceptance of the Biosolids Building. The level of effort for this task assumes the second RPR equivalent of 1.2 FTEs based on 40 hours per week per RPR position plus overtime hours consisting of one (1) hour per day and nine (9) Saturdays at eight (8) hours each over a 52-week duration.

TASK 802 - Document Management, Auditors, Discipline Engineers and Field Office Administration Support

The OA will provide the following positions and activities to support Construction Management:

Construction Auditors and Discipline Engineers. The OA will provide Construction Auditors and Discipline Engineers, on an as needed basis to augment the RPRs, to audit DB team quality inspections and conduct Quality Control activities related to work in progress, review DB team submittals, verify progress payment

requests, and perform other duties as assigned. The specific Construction Auditors and Discipline Engineers assigned will vary through the construction program and will be assigned by the OA to augment the COT based on the specific construction activities taking place. The Construction Auditors will perform their duties on-site. Discipline Engineers will perform their work on site, as needed, but will also serve as off-site "reach back" resources, as needed. Over the course of the 52-week portion of Construction and Commissioning phase it is estimated that an average of up to 0.40 FTEs will be required to provide Construction Auditing services.

Document Management/ Administrative Support Specialist. The OA will provide up to one (1) full time Document Management/ Administrative Support Specialist on-site to manage records and provide administrative assistance to the COT. This position will make entries into eBuilder, maintain ProjectWise folders for collaboration, and will help manage, track, and coordinate construction documents and workflows. This role will be provided upon Notice to Proceed and transition to part-time (20 hour per week) once construction reaches 75 percent completion. Over the course of the 12-month Construction and Commissioning phase it is estimated that an average of up to 1.0 FTE will be required for this task.

The OA will complete the following document management activities:

1. Utilize the DB's document management and tracking system for the Project.
2. Develop up to five (5) Project-related templates for CITY use including meeting summaries, presentations, memorandums, and letters. Review and approve DB-related templates and monitor usage.
3. Coordinate with CITY document managers on flow of information.
4. OA will follow procedures for the logging and tracking of relevant correspondence and documents. OA will assist the CITY in monitoring outstanding decisions, approvals or responses.

Construction Oversight Team Management Plan. The OA will submit a management plan outlining the tasks to be completed by the COT Management during the DB Construction and Commissioning Phase of the Project. This plan shall include an overview of management, communication, tracking, and coordination procedures to be used for the project, forms to be used on the project, a matrix of OA/CITY/DB Team responsibilities, and a matrix of COT responsibilities. The level of effort for this task assumes a total of 120 hours.

Dispute Resolution. The OA will attempt to resolve any dispute with the DB Team in an effort to avoid claims. An escalation matrix will be developed identifying appropriate levels of authority and time allowed for resolution at each level prior to escalation. This Scope of Services does not anticipate DB Legal Consultant involvement for dispute resolution matters. Such services, if required, would be based on an approved Optional Services Authorization or Contract Amendment.

Assumptions: It is assumed that OA will use DB's document management system.

TASK 803 - Meetings

The OA will participate in various meetings with the DB and the CITY. These include the following:

1. Participate in one (1) DB-led Pre-Commencement Meeting and review and comment on DB-prepared meeting records. The OA will have up to three (3) Team attendees attending via Microsoft Teams.

2. Coordinate and participate in up to 52 weekly Design Review and/or Construction Coordination Meetings and review and comment on DB- prepared meeting records. The OA will have up to two (2) OA Team attend via Microsoft Teams.
3. Participate in up to two (2) Operational Change Control Plan (OCCP) Coordination Meetings and will review and comment on DB- prepared meeting records. The OA will have up to two (2) OA Team attend via Microsoft Teams.
4. Participate in up to two (2) two-hour Electrical, Instrumentation, and Controls (EI&C) Coordination Meetings. The OA will have up to two (2) OA Team attend via Microsoft Teams.
5. Attend routine Safety Meetings conducted by the DB. The OA will participate with on-site personnel.
6. Attend and prepare for Miscellaneous Workshops/Meetings conducted by the DB. The OA will have up to three (3) OA attendees attend via Microsoft Teams. These workshops and meeting include the follow:
    a. Up to one (1) Criticality Workshops - Heating, Ventilation and Air Conditioning (HVAC), Structures and Electrical Assets.
    b. Up to one (1) Maintenance Workshops.
    c. Up to one (1) Sequence of Operations Meetings.
7. Attend up to 10 miscellaneous one-hour meetings with the CITY and/or the DB on the CITY's behalf. The OA will have up to three (3) OA attend via Microsoft Teams.

Assumptions: It is assumed that all meetings will be attended only by on-site personnel, unless otherwise noted above. Travel will be limited to 7 individual trips for meetings.

TASK 804 - Reports

The OA will complete the following activities:

1. Review and comment on the DB's monthly construction status reports that summarize the previous month's construction activities, include a schedule of the planned versus actual work completed, summaries of change orders and claims, and a cost summary of budgets and expenditures for construction. The DB's report shall include Change Orders issued, pending change orders, anticipated change orders and change order amounts. This report shall be provided to the CITY with comments.
2. Review payment application.
3. Confirm comments addressed in revised report or subsequent report(s).

Assumptions: It is assumed that all meetings related to reports and not covered in Task 803, will be attended only by on-site personnel. The level of effort for this task assumes sixteen (16) hours per month over a 12-month duration.

TASK 805 - Shop Drawing, O&M, and Submittal Review and Oversight

The OA will complete the following activities:

1. Confirm that DB submits and processes shop drawings and submittals, including construction survey information, as required by the Contract Documents.
2. Review shop drawings and submittals for general conformance with the Contract Documents. (NOTE: The OA will provide detailed technical reviews for key equipment and components and will provide oversight review for information purposes for the balance of submittals per the assumptions listed herein).
3. Review product data and samples submitted by the DB for compliance with the contract documents.

4. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
5. Confirm that the final submittal conforms to the Contract Documents, including amendments.
6. The OA will administer, monitor, and document the shop drawing process with the DB Team. The OA will provide technical review for selected submittals.

Assumptions: It is assumed that all meetings related to this task will be attended only by on-site personnel, unless otherwise noted above or in Task 803. Up to a total of 60 applicable submittals, including re-submittals, are assumed. Up to 10 Operations and Maintenance (O&M) manuals are assumed, including resubmittals. Assumes submittals will require technical review by up to three (3) OA staff. The level of effort associated with this task is up to eight (8) hours per submittal and O&M manual.

TASK 806 - Request for Information (RFI) Review and Oversight

The OA will complete the following activities:

1. Review and audit RFI requests for conformance with the Contract Documents.
2. Review responses, comments, and clarifications as provided by CITY. (NOTE: The OA will provide detailed technical reviews for key equipment and component related items and will provide oversight review for information purposes for the balance of RFIs per the assumptions listed herein).
3. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
4. Verify that the final RFI responses conform to the requirements of the Contract Documents, including amendments.
5. Receive from the DB Team all applicable submittals CITY, along with applicable RFIs, as directed by CITY. The OA will initially screen these applicable RFIs and return incomplete or inappropriate RFIs to the DB Team for correction and re-submittal. The OA will work with CITY to assign applicable RFIs to appropriate parties for review. The OA will coordinate reviews of DB Team's shop drawings, samples, and other submittals with the reviewers for the applicable submittals in order to maintain the overall review schedule. The OA will continually track the status of all RFIs.
6. Review all applicable RFIs and provide responses to the DB accordingly. This effort will include coordination with Discipline Engineers and office support staff as appropriate. The OA field personnel will coordinate with the office engineering support staff for additional technical reviews of the applicable RFIs, as needed.

Assumptions: It is assumed that all meetings will be attended virtually by off-site or in-person by on-site personnel, unless otherwise noted above or in Task 803. This task assumes that the CITY'S staff, as managed by the CITY'S PM, are providing responses for the applicable RFIs. The level of effort for this task assumes up to 30 applicable RFIs, each requiring up to four (4) hours for processing and tracking, and up to 24 hours for responding to each RFI.

TASK 807 - Contract Change Management

The OA will complete the following activities:

1. Attend, prepare for, and participate in up to eight (8) Change Management Meetings. The OA will maintain record of any decisions or recommendations made during these meetings and make that record available to the CITY. The CM will attend all meetings. The onsite Records Management/ Administrative Support Specialist will prepare all necessary documents.
2. Develop and maintain a Project Requirements document that summarizes required Project deliverables and activities for Construction Phase services, as outlined in the Design-Build Agreement and amendments.
3. Review and monitor OA and vendor agreements with the DB for conformance to Contract Documents and achievement of requirements specified therein. Report any discrepancies to CITY and DB for resolution.
4. Monitor and formally track achievement of Project Requirements as the work progresses. For each formal deliverable (e.g., Quality Plan and updates), review for conformance with established DB scope of work, and report findings to CITY. As part of the monthly progress report, OA reports on Project Requirement status to both CITY and DB.
5. Potential Changes include:
    a. Differing Site Conditions.
    b. Field Orders.
    c. Work Change Directives.
    d. Change Orders.
6. OA will assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle OA to additional compensation for the design services.
7. OA will receive and review the DB's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the DB's proposal. OA will assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and DB.
8. Review of DB's Requested Changes:
    a. OA will review DB -requested changes to the contract for construction. OA will make recommendations to the CITY regarding the acceptability of the DB's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, OA will prepare final change order documents.
    b. Design and engineering services of OA to review DB initiated changes and to prepare drawings and specifications for issuance to the DB shall be considered as Optional Services.
9. Change Order Reports: OA will provide periodic reports to the CITY about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.
10. The OA will work with CITY and DB to identify potential changes, mitigate if possible, determine appropriate change procedure, evaluate DB's basis for proposed price and schedule adjustment, negotiate changes to the Contract Documents, and recommend change action to the CITY. The OA will maintain regular communication with the DB and COT to identify and manage potential changes early.

Assumptions: It is assumed that the above activities will be performed by on-site personnel, unless otherwise noted above.

TASK 808 - Materials and Payment Processing

The OA will complete the following activities:

1. Review materials and manufacturers, as directed by CITY.
2. Audit stored materials to confirm type and quantities.
3. Audit the DB's daily reports. The OA will provide full-time surveillance of construction operations for assessment of compliance with Contract and Quality Management Procedure requirements. The OA will provide daily logs of observations and photos to document observations, and detailed logs of DB Team personnel and equipment for Work Change Directive activities.
4. Review the construction photos that are submitted as part of the DB's reports.
5. Process Applications for Payment, including review, verification and processing of the application. All work claimed on the application will be verified in the field, and amounts checked against the approved Schedule of Values. The OA will recommend payment to the CITY.

Assumptions: It is assumed that all meetings will be attended only by on-site personnel, unless otherwise noted above or in Task 803. The level of effort for this task assumes on-site personnel to review 12 Applications for Payment requiring up to 4 hours from off-site personnel each to review, verify, and request clarifications.

TASK 809 - Quality Assurance (QA)

The OA will complete the following activities:

1. Review and verify implementation of QA processes and procedures by DB, in accordance with latest version of DB's approved Construction, Project Management, and Quality Plans and established requirements of the Design-Build Agreement.
2. Review and audit the field testing and inspection reports. The OA will formally document any identified issues and/or concerns, and subsequently review and coordinate resolution with the CITY.
3. Responsible for identifying any special inspections required by CITY and the DB. The OA will review and audit all special inspections, as directed by CITY.
4. Review and observe daily construction activities and complete field reports summarizing work, observations, weather conditions, construction staff, and other information for the Project Record.
5. Participate in manufacturer witness testing, per Task 810.
6. Review material testing reports submitted by the DB, including concrete, soil, pavement, and grout.
7. Review all Nonconformance Reports (NCR) issued by the DB.
8. Coordinate with the DB and CITY to develop Corrective Action Plans for all NCRs.
9. Review all samples and test specimen reports provided by the DB.
10. Monitor and audit CITY's performance of established quality management procedures.
11. Conduct QA audits of Project elements requiring specialty inspection and/or certification including but not limited to structural backfill, rebar, shoring, welding, coatings, and grout. (NOTE: special inspections will be audits only to confirm CITY's ongoing specialty inspections).
12. Attend and participate in quarterly quality management meetings to discuss improvements and refinements to quality management practices and procedures that should be implemented by CITY.
13. Provide ongoing coordination with appointed CITY quality management personnel.

14. Provide field observation services to review and oversee CITY's inspection and QA/QC of the Work for conformance with the Contract Documents. Services shall be coordinated with CITY staff and shall rely on CITY performing primary QA and QC activities in accordance with the Design-Build Agreement and approved Quality Management Plan.
15. Provide periodic checks of Project As-built/Record Drawings relative to work completion and approved changes.
16. Provide periodic checks of CITY's building information model (BIM) model and record drawings relative to as-constructed Work.

Assumptions: It is assumed that the above activities will be performed by on-site personnel, unless otherwise noted above.

TASK 810 - Owner's Verification Testing and Observation

The OA will perform the following activities:

1. Perform audits of DB construction and issue NCR, as needed, and submit to CITY.
2. Review DB's Corrective Action Plan for NCRs.
3. Responsible for developing and implementing Owner-directed testing program in coordination with the DB.
4. Audit DB's field testing and inspections.
5. Audit DB's geotechnical testing.
6. Audit shop inspection and witness testing.
7. Audit materials testing reports submitted by DB (concrete, soil, pavement, grout).
8. Provide special inspections as directed by the CITY, including 3rd party verification testing of materials.

Assumptions: Assumes OA will issue up to ten (10) NCRs. OA will attend key witness testing to represent CITY for up to two trips for up to 6 days total and provide associated trip reports. OA will arrange, schedule and participate in up to one (3) three-day tours to US facilities and up to one (1) international facility, as requested by CITY. OA will provide airline, lodging, and ground transportation for up to three (3) CITY staff and two (2) OA staff. The level of effort also includes up to $12,000 worth of Owner-directed testing/special inspections.

TASK 811 - Construction Schedule

The OA will perform the following activities:

1. Review DB's baseline Critical Path Construction Schedule and provide comments to CITY. Meet with DB and CITY to review, discuss, and finalize any modifications to the schedule.
2. Review the DB's 5-week look ahead schedule and provide comments to CITY.
3. Review DB Work Plan and schedule.
4. Review DB's submittal schedule and provide comments to CITY.
5. Review/monitor schedule progress during construction. Monitor achievement of contractual schedule requirements including milestones and schedule performance metrics. Evaluate schedule adjustments for changes and other conditions.
6. Report any discrepancies relative to work in the field to the CITY.
7. Review DB's Recovery Schedule and provide comments at CITY's request.
8. Review DB's Notification of Delay.

9. Attend associated workshops and review documentation.
10. Review and comment on updates to Project Schedule.
11. Provide monthly report on findings and recommendations from evaluating and tracking CITY's schedule.

Assumptions: The above activities will be performed by the on-site personnel with 3 hours per month assistance (for 10 months) by Project Controls OA staff.

TASK 812 - Insurance, Safety, and Security

The OA will perform the following activities:

1. Review the DB's site security plan and provide comments to CITY.
2. Review incident reports from the DB.
3. The OA will check the DB's insurance compliance documents.

Assumptions: Up to two (2) incident reports, one (1) annual review of insurance documents, one (1) review of site security plan will be performed by the on-site personnel. Time for this task is captured in Task 801.

TASK 813 - Contract Closeout

Task not included in first year portion of the Construction and Commissioning phase.

TASK 814 - Surveying

The OA will perform the following activities:

1. Establish primary survey control points for the DB.
2. Audit to ensure control points are protected for the duration of construction.
3. Audit the establishment of secondary control and reference points by the DB.
4. Review the setting of monuments to record and protect control points.
5. Audit any field surveying by the DB, as requested by CITY.
6. Document findings of the audits and inspections relative to the requirements of the Contract Documents.
7. Meet and review discrepancies with CITY and develop any corrective action plans.
8. Monitor follow-up activities.
9. Conduct spot-checking of surveyed field elevations and coordinates as directed by CITY. Such services, if required, would be based on an approved Optional Services Authorization or Contract Amendment.

Assumptions: The level of effort for this task is assumed to be two (2) field days and one (1) office days at 24 hours by an outside surveying subconsultant selected by the OA.

TASK 815 - Equipment Testing and Training

Task not included in first year portion of the Construction and Commissioning phase.

TASK 816 - Mobilization/Demobilization

OA will mobilize a team on site for the duration of the construction to provide site coordination, contract administration, and monitoring the performance of the DB. The on-site team will mobilize in field offices to be provided by the DB in accordance with the terms of the contract.

Assumptions: The level of effort for this task assumes total of eighty (80) only for mobilization. Budget for demobilization will be required during final year portion of the Construction and Commissioning phase.

TASK 817 - Design Conformance Review and Owner Requested Technical Support

OA will participate virtually in weekly design meetings with the DB and provide design review comments to the CITY regarding compliance with the Contract Documents.

Assumptions: The level of effort for this task assumes a total of 1,340 hours for off-site subject matter experts to review and provide comments. This includes OA's participation in up to 4 virtual technical meetings for up to two (2) off-site discipline engineers to resolve conformance issues. Additional technical assistance, travel to site, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.

TASK 818 - Risk Management Services

OA will provide quarterly updates to the OA Project Risk Register and review changes with CITY. Additionally, OA will provide Monthly reviews of the DB's Risk Register and provide comments to CITY.

The level of effort for this task assumes total of up to four (4) virtual risk meetings (via Microsoft Teams) to review and update registers with CITY input.

TASK 819 - Operation and Maintenance Support

Task not included in first year portion of the Construction and Commissioning phase.

TASK SERIES 900 - Engineering Services During Design and Construction

TASK 901 – Quality Assurance for Fats, Oils, and Grease (FOG) and Septage Receiving Stations Design

Objective: The purpose of this task is to review the Design-Builder's design submittals for the FOG and Septage Receiving Stations at the Blue River Biosolids Facility. Alternative evaluations or additional custom design efforts requested by the CITY will be performed as Optional Services, if required and approved.

The OA will review the deliverables from the Design-Builder, as listed below under this task. The OA will provide the CITY with written comments and attend up to 3 design review meetings via Teams to discuss the deliverables.

Deliverables:

- Review the DB's Basis of Design Package.
- Review the DB's Preliminary Design Package.
- Review the DB's 60% Design Package.

Assumptions: Up to two (2) OA staff will participate via Microsoft Teams in the design review meetings. Any additional design development, as required by the CITY, will be considered an Optional Service.

TASK 902 - Preliminary Design for a Biogas Public Private Partnership (P3)

Objective: The purpose of this task is to support CITY efforts to procure a Public Private Partnership (P3) between the CITY and a biogas vendor related to beneficial use of digester biogas.

Meetings and Technical Analysis. OA will participate in up to eight (8) two-hour meetings via Microsoft Teams with CITY related to developing a basis for a P3 agreement or agreements. In addition, OA will provide technical support work in preparing for meetings and assisting with technical analyses.

Conceptual Analysis and Layout. OA shall develop up to two (2) locations for the biogas conditioning system and flare. OA shall develop up to two (2) routings for the biogas pipeline between the biogas conditioning system, metering and monitoring equipment. Conceptual layouts will be reviewed with the CITY.

Project Requirements Definition. OA will develop and prepare a summary of Project requirements (Project Requirements Summary) which will include the site layout drawing and indicative process diagram to the CITY for review and comment. This Summary will be included in the Request for Expressions of Interest sent to potential P3 partners and include:

- Resource input (e.g. biogas and biosolids) quantities
- Resource input characteristics
- Project output goals (e.g. revenue generation, reuse/sustainability, cost offset/reduction, etc.)

Site location and indicative process diagram will illustrate City interfaces to the biogas system and will convey conceptual basic project elements, including biogas conditioning system, metering and monitoring equipment, and connection of biogas conditioning system to existing biogas system.

Following CITY review, OA will revise the Project Requirements Summary as necessary and submit the summary to the CITY within fifteen (15) calendar days.

Project Requirements Workshop. OA shall prepare for and facilitate a virtual three-hour workshop via Microsoft Teams to review the Project Requirements Summary. OA will compile meeting notes and submit to CITY after meeting.

Request for Expressions of Interest (REOI). OA shall prepare a Request for Expressions of Interest (REOI) for the City to send to solicit responses from potential P3 parties. This effort involves the following activities:

- Preliminary Market Assessment
- Preparation of Request for Expressions of Interest
- Review EOI Submittals

Preliminary Market Assessment – The market assessment efforts include analyzing and summarizing the following:

- Anticipated or potential P3 scope of services
- Preliminary allocation of responsibility and risk
- Contracting opportunities and constraints

OA will conduct preliminary market research with the goal of identifying potential CITY partners for a P3 arrangement. Efforts under this Subtask will include accessing and reviewing publicly-available information, and telephone/teleconference interviews with P3 industry participants and related industry professionals.

Based on the research effort, OA will prepare a preliminary list of potential P3 candidates and advertisement/distribution approaches for the issuance of the Request for Expressions of Interest. This will be provided for City review as a summary memorandum.

Preparation of Request for Expressions of Interest (REOI) - OA will prepare a draft version of the Request for Expressions of Interest (REOI). The REOI will solicit responses from the P3 industry to allow the CITY to gauge market interest and incorporate industry-relevant concepts and content into the CITY's Request for Qualifications/Proposals solicitation document. The REOI document will include:

- Project overview, goals, and objectives
- Project Requirements Summary including Conceptual Blue River P3 site location and indicative process diagram
- Preliminary P3 Project schedule
- Expression of Interest (EOI) submittal content

OA will submit Draft REOI to CITY for review and comment and incorporate necessary changes to prepare the Final REOI for issuance by the City.

Review Expression of Interest (EOI) Submittals - OA will review EOI submittals and prepare a summary memorandum that describes P3 market interest in the Project and identifies any recommendations and/or themes in the EOI submittals that will inform the content of the Request for Qualifications/Proposals (RFQ/P).

OA will conduct one (1) 3-hour workshop with CITY to discuss responses from the EOI submittal along with available P3 delivery approaches. Discussions will be focused on the "form" of P3 (e.g. competitive or negotiated [Project Development Agreements]) that are available and with a decision around which form will be used for the project delivery and preparation of the RFQP.

The OA will participate in up to four (4) two-hour meetings with interested potential P3 parties, if requested by CITY.

Deliverables:

- Project Requirements Summary
- Request for Expressions of Interest
    - Summary of Market Research Results including preliminary distribution list for REOI
    - Draft REOI document
    - Final REOI document
    - Summary Memorandum of EOI Submittals
- Meeting Agendas
- Meeting Minutes

Assumptions: Diagrams provided with Project Requirements will be developed up to a 10% conceptual design level. Any additional design development, as required by the CITY, will be considered an Optional Service. Up to 20 hours of legal consultant assistance is included in this Task. Additional legal consultant services would be considered an Optional Service. Procurement assistance, bid package development including RFQ/P, development of contract documents, bid response evaluation, contract negotiations support, and any other services beyond review of the EOI Submittals are not included in this Task and if required, would be performed as an Optional Service.

Assumptions: Procurement assistance, bid package development, bid response evaluation, and contract negotiations support are not included in this Task and if required, would be performed as an Optional Service. Any additional design development, as required by the CITY, will be considered an Optional Service.

TASK 903 - Envision™ Services

The Envision™ Sustainable Infrastructure Framework (Envision™)(v3) will continue to be used on the Blue River WWTP Biosolids Facility Project through the construction and commissioning phases to evaluate and make recommendations to enhance the overall sustainability of the project, thereby improving the Envision™ score.

The DB's Envision™ Sustainability Professional (ENV SP) will guide the design and construction teams in the incorporation of planned sustainability design elements using the Envision™ Sustainability Design Summary that was completed during the planning phase of the project (Task 403). The goals set in the summary are for credits that align with actions the project is planning to take, and that are relevant to the project based on its scope and purpose.

During the construction and commissioning phase, the Envision™ scope of work includes:

- Updating and evaluating the Design Build Phase Credits and other relevant credits where the project needed to progress beyond 20 percent design prior to assigning a baseline or setting targets.

Deliverables:

- Review comments for updated Envision™ scoring from DB.

Assumptions: The OA will perform one (1) review of the DB's updated Envision™ scoring. Completing the Envision™ project verification process if WWTP pursues an Envision™ rating for the project may be done as an Optional Service. The verification process can be pursued any time after the 95 percent design completion.

TASK 904 - THP Installation Tours

THP Installation Tours. OA will arrange, schedule and participate in up to two (2) three-day tours to facilities using THP processes, as requested by CITY. OA will provide airline, lodging, and ground transportation for CITY and OA staff.

Assumptions: Up to three (3) CITY staff and up to five (5) OA including two (2) trip coordination staff will participate in the tours.

TASK 905 - Development of Standard Design Build Contract

The OA, through a subcontract with a National DB Legal OA, shall provide a Draft Design Build Contract (developed in concert with the CITY Attorney) that is based on applicable best practices for the CITY's consideration, review and approval. The draft contract will contain two options, one that contains provisions suitable for Facilities Projects, and one that is suitable for Collection System Projects.

The OA will conduct up to two (2) two-hour meetings with CITY Management to review the proposed draft contract, and up to two (2) two-hour meetings to review the revised final draft contract. The OA will also conduct up to four (4) two-hour meetings with the CITY Attorney's office or legal representatives regarding the draft contract and the CITY Attorney's his review comments. The level of effort assumed for this task on the part of the National DB Legal OA is up to 180 hours. Additional effort, if required, will be authorized by an approved Optional Services Authorization or by an approved Contract Amendment.

Deliverables:

- Fixed Price Design Build Contract with two options (Facilities and Collection Systems).
- General Conditions.

Assumptions: Blue River Biosolids Facility General Conditions and DB Contract will be used as the basis for these documents.

TASK 906 - Quality Assurance for Hydraulic Analysis of Sludge Transfer Forcemain

Objective: As identified in the Trickling Filter (TF) Snails Removal section of the BODR, the hydraulic balance of sludge forcemain transmission capacity for delivering sludge from both Blue River Secondary and Birmingham through a single forcemain to Blue River Primary is a critical parameter for both the new snail removal process at Blue River Secondary and the new facilities at Blue River Primary that will receive the discharge from the forcemain.

The OA will review the deliverables from the Design-Builder, as listed below under this task. The OA will provide the CITY with written comments and attend up to three (3) design review meetings via Microsoft Teams to discuss the models.

Deliverables:

- Review the DB's model of existing conditions.
- Review the DB's model of proposed future conditions of forcemain to Blue River Primary.
- Review the DB's model of proposed future conditions for pumps in existing sludge pump stations to be modified to pump to the snail removal process.
- Review the DB's Technical Memorandum of model evaluation and results.
- Review the DB's pump design points for new sludge transfer pumps downstream of snail removal including VFD turndown operating points (deliver to DB).
- Review the DB's pump design points for replacement pumps in existing sludge pump stations to pump to the snail removal process.
- Review the DB's pump selection support for replacement pumps in existing sludge pump stations to pump to snail removal process, including assisting in installation details (piping modifications, etc.).
- Review DB's control narratives.

TASK 907 - Quality Assurance for Snails Project Odor Control Air Piping System Curve

Objective: As identified in the Trickling Filter Snails Removal section of the BODR, the new snail removal building will be constructed as an enclosed canvas building with a continuous ventilation rate of 6 air changes per hour (ACH) to ensure a safe working environment for operations staff. The ventilation will then generate a stream of potentially odorous air at the rate of 6 ACH.

The OA will review the deliverables from the Design-Builder, as listed below under this task. The OA will provide the CITY with written comments and attend up to three (3) design review meetings via Microsoft Teams to discuss the models.

Deliverables:

- Review DB's airflow model of existing conditions.
- Review DB's airflow model of proposed conditions.
- Review DB's Technical Memorandum of model evaluation and results.
- Review DB's required discharge pressure of the new fan being supplied by the DB to exhaust from the snail removal building to the existing odor control piping.
- Review DB's identified impacts on discharge pressure required of existing fans exhausting air from the trickling filters. Support CITY in fan modifications or selection and procurement of replacement.
- Review DB's identified impacts on the existing 150 HP/24,000 cfm fan out at the incinerator stack. Support CITY with fan modifications or selection and procurement of replacement.

TASK 908 - "Smart" BIM Assistance

Objective: To support CITY in Design Builder's BIM Plan, including conformance with CITY's BIM standards related to CMMS, and Asset Management. The OA will provide review comments to the CITY.

Attend a DB's BIM workshop and assist the CITY in identifying the compliance with the BIM standards for CMMS and Asset Management systems.

Deliverables:

- BIM review memorandum.

Assumptions: The level of effort for this Task is up to 260 hrs. Additional services, if required, would be based on an approved Optional Services Authorization or Contract Amendment.

TASK 909 – Forcemain Condition Assessment Workshops

Objective: The OA will conduct two ½-day in-person workshops to identify and determine the scope, responsibilities, and methods for performing condition assessment of selected forcemains.

Deliverables:

- One (1) Technical Memorandum that summarizes technology and methodology to be utilized.

Assumptions: Up to three (3) off-site people to attend the two workshops.

OPTIONAL SERVICES

POTENTIAL OPTIONAL SERVICES TASK A: Pressure Pipeline Condition Assessment Services

Task A.1 - Forcemain Condition Assessment

Objective: Based on outcome from Task 909, the assumed objectives for the work include the following:

1. Conduct a Tier 1 assessment on the Westside Forcemain. This forcemain runs form the Westside Pump Station to the Blue River Wastewater Treatment Plant.
2. Conduct a Tier 2 assessment of the Westside Forcemain.
3. Conduct a Tier 2 assessment of the Birmingham Forcemain. This forcemain consists of two (2) 8-inch forcemains that run in parallel with each other from the Blue River WWTP to the Birmingham WWTP and Land Farm.
4. A summary of the methods, findings, and recommendations from the investigations will be documented in a Technical Memorandum and provided to Water Services Department (CITY).

The condition assessment process for pipes utilizes a tiered approach to deploy inspection technologies in a progressive, step-wise manner. Early assessment tiers utilize technology tools that are easily deployed, have the smallest footprint requirements, and are least cost. Later tiers have increasingly targeted focus areas, more involved deployment efforts, and higher costs. As pipe assets are characterized through the initial tiers, high risk assets are selected for further evaluation in the subsequent tiers.

Tier 1 assessment for the Birmingham Forcemain was conducted under the base scope of services of the Blue River WWTP Solids Improvements project. This survey level assessment identified areas of suspected poor condition. Tier 1 activities included records review, topside appurtenance inspection, and pipe/soil corrosion surveys. Results were used to develop recommendations for continued preventative maintenance and to select assets for Tier 2 inspections. However, Tier 1 assessment of the Westside Forcemain was not conducted and will be completed prior to proceeding to later tier inspections.

Tier 2 evaluations, as recommended in the Tier 1 report, will include more detailed inspections to confirm defect quantity and severity. Tier 2 activities will include direct assessment of the pipe through excavated test pits. Results will be used to refine the recommendations for preventative maintenance and to identify those pipe segments in need of rehabilitation and/or further Tier 3 inspection.

Tier 3 assessments will involve specialty investigations where more detailed information is required for the design of repairs. Tier 3 activities, as warranted, can include deploying in-line inspection tools such as additional forms of “smart pigs,” dewatering and inspection, and destructive coupons. Results can be used directly for detailed design of repairs or rehabilitation at future date.

This approach balances risk with inspection costs and is focused on cost-effective condition assessment. Inherent in such an approach, accounting for any and all potential failure mechanisms cannot be guaranteed. However, this assessment will identify the locations with the largest risk exposure, and appropriate remediation measures.

OA will provide the following tasks:

Subtask A.1.1: Tier 1 and Tier 2 Condition Assessment

Tier 1 inspection, of the Westside Forcemain, which will consist of a survey-level assessment that identifies areas of suspected poor condition. The Tier 1 activities will include records review, topside appurtenance inspection, and pipe/soil corrosion surveys. Results will be used to develop recommendations for continued assessments for Tier 2 inspections.

As part of the Tier I inspection, OA will review the GIS maps, as-built drawings, and construction records for the pipelines to confirm the anticipated modes of pipe failure that could pose a hazard. OA will also review readily available soil-corrosivity mapping for this area, maintenance records, and break history. OA will locate and identify obvious defects, leaks, and deteriorated pressure pipes based on ground surface evidence, indicators, or observations.

Tier 1 inspections will include the following activities:

- Preparation of a schedule outlining inspection dates and locations.
- Walking the alignment by trained observers, documenting the surface conditions and appurtenances (control valves, air/vacuum valves, etc.).
- Record obvious defects, leaks (wet soils or sinkholes), or other features that could pose a hazard (signs of adjacent excavation, eroding soils, or similar adverse factors).
- Measure soil resistivity at regular intervals along the pipe alignments using the Wenner 4-pin method to assess the corrosivity of the soil.
- Measure pipe-to-soil potential measurements (where metal components are exposed) using a hand-held voltmeter to assess the potential for corrosion to be occurring.
- Document inspections with field notes, standardized forms, and photographs.
- Provide necessary traffic control permit and implementation of required traffic control.

OA will analyze and present the results of the Tier 1 inspection in a TM including a narrative and associated graphs and tables. The TM will include recommendations for preventative maintenance and/or Tier 2 investigations. OA will present the findings to CITY staff in a workshop format.

Tier 2 inspections, of the Birmingham and Westside Forcemains, will be used to confirm locations where the Tier 1 inspection indicated a possibility for deteriorated pipe condition, and to characterize the nature of the deterioration. The results will be used to generate recommendations for improvements or further investigation. The Tier 2 evaluation will include the following Field Inspection activities and associated assumptions:

Field Inspections. The Tier 2 condition assessment will only be used on assets identified as being susceptible to deterioration as identified in the results of the Tier 1 assessment. This includes the following activities for the Birmingham and Westside Forcemains - 5 test pits and one confined space entry vault inspection. Tier 2 activities will focus on the condition of the pipe in selected locations where the pipe will be exposed and will use non-destructive test methods to assess the condition.

The Tier 2 evaluation will include the following activities:

- Excavation of the forcemains, by others, at locations identified in the results of the Tier 1 assessment. The purpose of this activity is to assess the corrosivity of soils in these locations of the pipeline by examining metallic pipe and appurtenances in direct contact with the soil.
- Perform visual observation of the forcemain at each exposed location, including pipe bedding/support, backfill, and general pipe condition.
- Perform visual observations of coating, condition, and pipe joint (if exposed).

- Measure coating thickness and assess adhesion to metallic pipes (if man-entry into the exposed location is possible).
- Pit depth measurements for metallic pipes (if man-entry into the exposed location is possible).
- Ultrasonic wall thickness measurements for metallic pipes (if man-entry into the exposed location is possible).
- Pipe-to-soil corrosivity potential measurements (where metal components are exposed).
- Collect soil samples for analysis of corrosive parameters (soil resistivity, pH, chlorides, sulfides, redox potential, and moisture content).

Memorandum. OA will evaluate and present the results of the field-collected data to assess the condition of the pipelines in narrative, graphical, and tabular format. If warranted based on these results, OA will develop recommendations for collecting additional field data and conducting additional analysis (Tier 3).

Deliverables:

- Field notes, photos, and measurements which would be included as appendices in the summary memorandum completed under separate task within this scope of work.
- If available, any results from laboratory testing will be provided to CITY as an appendix to the memorandum.

Assumptions:

- CITY will procure a subcontractor to perform the field excavations. The subcontractor, provided by CITY, shall expose 5 locations for inspection on each forcemain. For the Birmingham Forcemain, each pit will expose both pipelines at that location.
- Depths shown in the Tier 1 Technical Memorandum are approximate, and are based on a combination of record drawings, data collected from KCMO GIS, and field data.
- CITY and their subcontractor shall provide access to the pipelines and appurtenances (including pumping out standing water from valve vaults and boxes) and be present while OA is on site.
- CITY shall coordinate public notifications and information needs.
- The CITY subcontractor shall use the local One-Call locating service to identify and locate buried utilities prior to excavation.
- CITY, or their subcontractor, shall obtain any permits required for the work (e.g. transportation authorities, private property, excavation, etc.) and coordinate with local residents and agencies to secure right of access. This includes access to KCP&L's Hawthorn Generating Station Plant.
- The CITY subcontractor shall excavate, secure, backfill, and complete the necessary surface restoration (in conformance with CITY's standard requirements) for the exposed locations.
- Each excavation shall expose the pipe in its entirety from crown to invert for a minimum length of 4 feet.
- The CITY subcontractor shall provide the personnel and equipment capable of excavating to the approximate depths of the pipe as shown in the Tier 1 Technical Memorandum.
- Each of the exposed areas shall be excavated with side slopes of 1.5 (run) to 1 (rise) or shallower. If steeper side slopes are preferred, the CITY subcontractor shall use an approved trench box and provide engineering information on the trench box to OA.
- For man-entry excavations, the CITY subcontractor shall complete the excavations prior to OA staff's scheduled arrival on site.

- The CITY subcontractor shall purchase and have on site a coating system repair kit that includes a relatively small quantity of repair coating and applicators for touch up of potential damage to the pipeline resulting from excavation activities and/or to repair any observed coating defects.
- Any valve exercising shall be performed by CITY staff only.
- The CITY subcontractor shall provide traffic control for field work.
- The CITY subcontractor shall repair damage to the pipeline resulting from clearing/excavation activities.
- Where entry into a confined space is necessary to perform the inspection (either into a test pit or appurtenance vault), the CITY subcontractor shall enable the inspection by providing all permits, deployment/retrieval equipment, and safety resources to perform the work. This includes, but is not limited to removing vault manhole covers, pumping out water/groundwater, furnishing tripods/blowers/gas detectors, etc. OA will provide confined space entry equipment only for OA's staff for entry into the vault. The OA entrant(s) will be confined-space trained.

Subtask A.2: Tier 3 Condition Assessment

The objective of the Tier 3 inspections is to collect detailed information on the deteriorated pipes (identified in Tier 1 and Tier 2) that can be used to select an appropriate rehabilitation method, and only if the results of Tier 1 and Tier 2 are insufficient to make this determination. It is anticipated that few pipes will warrant or require Tier 3 inspection. If needed, Tier 3 activities will include the following subtasks:

Field Inspections. The Tier 3 condition assessment will only be used on assets identified as being susceptible to deterioration in Tier 1 and Tier 2 assessment. Tier 3 activities will focus on the condition of the pipe in selected locations where the pipe will be exposed and the use destructive test methods to ascertain the condition of the asset will be utilized. This includes the collection of 3 pipe coupons acquired during a "hot tap" of the forcemains at locations to be identified during previous tiers.

The Tier 3 evaluation will include the following activities:

- Excavation of the forcemains, by others, at locations identified in Tier 1 and Tier 2 assessment. The purpose of this activity is to expose a portion of the pipe large enough to collect a coupon and perform all associated work. This work will be performed by a subcontractor contracted directly with CITY.
- A pipe coupon 4 to 6-inches in diameter will be collected at each location. Once the coupon is retrieved, the gate valve will be fully closed and buried according to the CITY's standards. This work will be performed by a subcontractor contracted directly with CITY.
- Perform visual observation of the pipeline at each exposed location, including pipe bedding/support, backfill, and general pipe condition.
- Perform visual observations of coating, condition, and pipe joint (if exposed).
- Pit depth measurements for metallic pipes (if man-entry into the exposed location is possible).
- Ultrasonic wall thickness measurements for metallic pipes (if man-entry into the exposed location is possible).
- Pipe-to-soil corrosivity potential measurements (where metal components are exposed).
- Conduct laboratory tests on the extracted coupon including: Adhesion of the cement mortar liner, pH of the liner, wall thickness measurements with calipers, and internal/external pit depths after sandblasting.

Technical Memorandum. OA will evaluate and present the results of the field-collected data to assess the condition of the pipelines in narrative, graphical, and tabular format. If warranted based on these results, OA

will either develop recommendations for capital improvements and/or maintenance of the forcemains or provide recommendations for further evaluation (e.g. “smart pigging”).

Deliverables:

- Field notes, photos, and measurements which would be included as appendices in the Technical Memorandum completed under separate task within this scope of work.
- If available, any results from laboratory testing will be provided to CITY as an appendix to the Technical Memorandum.

Assumptions:

- The CITY subcontractor shall expose up to 3 locations along the alignment of each forcemain based on locations identified during the Tier 2 assessment (if any).
- All materials and labor required to perform a “hot tap” will be provided and installed by the CITY subcontractor.
- Depths will be based on a combination of information collected during the Tier 1 and Tier 2 assessments.
- CITY, or their subcontractor, shall provide access to the pipelines and appurtenances (including pumping out standing water from valve vaults and boxes) and be present while OA and Subcontractor is on site.
- CITY shall coordinate public notifications and information needs.
- The CITY subcontractor shall use the local One-Call locating service to identify and locate buried utilities prior to excavation.
- CITY shall obtain any permits required for the work (e.g. transportation authorities, private property, excavation, etc.) and coordinate with local residents and agencies to secure right of access.
- The CITY subcontractor shall excavate, secure, backfill, and complete the necessary surface restoration (in conformance with CITY’s standard requirements) for the exposed locations.
- Each excavation shall expose the pipe in its entirety from crown to invert for a minimum length to be determined by the subcontractor.
- The CITY subcontractor shall provide the personnel and equipment capable of excavating to the approximate depths of the pipe based on information provided.
- Each of the exposed areas shall be excavated with side slopes of 1.5 (run) to 1 (rise) or shallower. If steeper side slopes are preferred, the CITY subcontractor shall use an approved trench box and provide engineering information on the trench box to OA.
- For man-entry excavations, the CITY subcontractor shall complete the excavations prior to OA staff’s scheduled arrival on site.
- The CITY subcontractor shall purchase and have on site a coating system repair kit that includes a relatively small quantity of repair coating and applicators for touch up of potential damage to the pipeline resulting from excavation activities and/or to repair any observed coating defects.
- The CITY subcontractor shall provide traffic control for field work.
- The CITY subcontractor shall repair damage to the pipeline resulting from clearing/excavation activities.
- Where entry into a confined space is necessary to perform the inspection, the CITY subcontractor shall enable the inspection by providing all permits, deployment/retrieval equipment, and safety resources to perform the work. This includes, but is not limited to removing vault manhole covers, pumping out water/groundwater, furnishing tripods/blowers/gas detectors, etc.

- Optional Services Task A assumes that they total level of effort for this task will not exceed the amount budgeted for it. Additional assessments and/or effort will be treated as an Optional Service, subject to advanced written approval by the CITY.

POTENTIAL OPTIONAL SERVICES TASK B: Extended Commissioning and O&M Support Services

POTENTIAL OPTIONAL SERVICES TASK C: OA Expert Witness Services, Formal Dispute Resolution, or Litigation Assistance

POTENTIAL OPTIONAL SERVICES TASK D: Additional Smart BIM Related Services

POTENTIAL OPTIONAL SERVICES TASK E: Combined Heat and Power (CHP) System Design Services

POTENTIAL OPTIONAL SERVICES TASK F: Biogas P3 Procurement

Task F. 1 – Prepare Draft Request for Qualifications/Proposals (RFQP)

OA will prepare a draft version of the RFQP for CITY review. The RFQP will serve as a "single stage" procurement document to solicit both qualifications and Project proposals from the P3 market.

The RFQP will include:

- Detailed Project description
- Project schedule and budget
- Background documents
- Qualifications/Proposal submittal requirements
- Minimum qualifications requirements
- Evaluation criteria and selection process
- Technical performance requirements
- Technical bridging documents (as appropriate and required)
- Draft P3 Agreement

OA will provide Draft RFQP to CITY for review and comment.

Task F.2 – Draft RFQP Review Workshop

OA will facilitate one (1) up to four-hour workshop to discuss CITY comments on the Draft RFQP. OA will prepare and distribute minutes to reflect workshop discussion and action items.

Task F.3 – Final RFQP

OA will prepare a final draft of the RFQP based on CITY comments and findings of the Draft RFQP Review Workshop.

Task F.4 – Proposal Development Oversight

OA will provide oversight support to the CITY during the P3 Qualifications/Proposal development period, including facilitation of one (1) pre-submittal meeting, responses to questions and requests for information from P3 teams, and the issuance of addenda to the RFQP, if necessary.

Task F. 5 – Qualifications/Proposal Evaluation

OA will support the CITY's evaluation of up to three (3) Qualifications/Proposal submittals in accordance with the requirements of the RFQP. OA will attend interview presentations by P3 teams. Effort under this Subtask will include evaluation of the following submittal components:

- P3 minimum qualifications
- P3 enhanced/comparative qualifications
- Project technical approach
- Project management approach
- Financial evaluation

OA will facilitate a proposal evaluation workshop to establish the findings of the Qualifications/Proposal evaluation.

Task F.6 – P3 Contract Development Support

OA will provide contract development support for the associated RFQP exhibits. OA and its legal consultant will perform the following activities:

- Structuring of the draft Agreement and General Conditions
- Meetings with CITY to discuss key terms and conditions based on selected P3 delivery approach
- Preparation of the draft Contract.

Deliverables:

- Draft RFQP document
- Final RFQP document
- Qualifications/Proposal Evaluation summary memo
- Draft P3 Contract

POTENTIAL OPTIONAL SERVICES TASK G: Envision™ Verification Process for Task 903.

POTENTIAL OPTIONAL SERVICES TASK H: Public outreach services and project website maintenance.

POTENTIAL OPTIONAL SERVICES TASK I: Other Potential Optional Services Items as Identified in the Base Contract and/or Previous Contract Amendments Deemed Necessary by the CITY.

EXHIBIT B1-1
OA RATE SCHEDULE
Amendment No 3

PROJECT TITLE: KCMO Blue River Solids Improvements
PROJECT NO. 11168A.60

Labor Category		Hr. Raw Rate	Hr. Rate Range
Prj Direct	Wayne Miller	$119.42	$114 - $126
Prj Manager	Lynn Norton	$102.84	$94 - $107
Task Manager	Bruce Allman	$89.85	$79 - $90
Construction Manager	TBD	$85.70	$76 - $91
Deputy Project Manager / Proj. Controls	Hannah Fodor	$66.09	$58 - $72
Senior RPR	TBD	$55.00	$59 - $74
RPR I	TBD	$39.36	$34 - $43
Operations Specialist II	Steve Walker	$80.81	$79 - $83
Operations Specialist I	TBD	$67.93	$65 - $94
Technical Manager	Mike Morris	$85.35	$80 - $88
Senior Advisor	John Fraser, Scott Vanier	$107.03	$100 - $110
Senior Advisor	Julian Sandino	$133.91	$125 - $138
Electrical Senior Advisor	TBD	$119.91	$112 - $123
THP Lead	Peter Burrowes	$99.14	$92 - $103
Chief Technologist	Rudy Kilian	$97.79	$92 - $101
I&C Lead	Rajeev Srivastava	$93.40	$86 - $100
Senior Technologist	Toshio Shimada, Sheehan	$88.96	$82 - $93
Professional	Estelle Johnson	$82.00	$72 - $85
Assist Prof II	Busch, Leaf, Tait, Turner	$63.22	$40 - $69
Jr. Professional	Adrian Romero Flores	$51.00	$42 - $55
Asst. Prof I	Sidney Cypress-McLean	$41.00	$36 - $45
Auditor II	TBD	$45.29	$41 - $50
BIM Mgr Sr Tech	Brad Schroeder	$58.87	$53 - $64
Senior Technician III	Quinton Robertson	$53.10	$32 - $58
PMIS Coordinator	Dan Baker	$96.85	$89 - 101
Senior Technician V	Brian Crossley	$63.25	$54 - $69
Risk Manager	Erica Corbett	$77.97	$69 - $87
Cost Est Lead	Jason Rozgony	$92.60	$86 - $95
Cost Estimators	TBD	$83.49	$77 - $97
Admin Asst.	Bonney Boyd	$31.42	$18 - $35
Public Outreach Lead	Gina Boucher / Erin Barham	$48.72	$43 - $53
Public Outreach Assist	Kaley Wells	$35.38	$31 - $39
Video Documentation Tech	TBD	$48.72	$43 - $53
Envision Lead	Elizabeth Bradford	$87.37	$62 - $79
Sr Professional	Dan Hegwald	$92.00	$79 - $99
Asst.Prof II	Beverly Sanders	$63.21	$63 - $88
Technician II	Javan Reynolds	$31.38	$31 - $51
Professional	Steve Wehrspann	$82.00	$74 - $89
Accounting		$10.81	$10 - $34
Admin		$45.29	$45 - $60
Legal Consultant	Mike Loulakis	$186.21	$170 - $203
Site/Civil/Survey PM	TBD	$70.31	$64 - $77
Prof Land Surveyor	TBD	$48.14	$44 - $53
Survey Party Chief	TBD	$41.12	$37 - $45
Survey Crew	TBD	$60.94	$55 - $67
Sr Technician II	TBD	$32.22	$29 - $35
Struct Lead	Raymond Ortuagu	$50.61	$46 - $65
Auditor I	TBD	$39.36	$35 - $53
Senior Engineer	Ken Diehl, Ted Wilson	$46.86	$42 - $61
Engineer	TBD	$39.36	$35 - $53
Sr. Technician I	TBD	$28.11	$25 - $41
Technician I	TBD	$26.24	$23 - $39
Project Support/ Admin	TBD	$15.75	$14 - $28
Arch Lead	Julie Wellner	$72.99	$66 - $80
Arch Prof	Ken Plautz	$64.06	$58 - $70
Doc. Contr Manager / Project Admin	TBD	$31.42	$28 - $45
Senior Technician IV	TBD	$55.86	$51 - $61
Technician III	TBD	$48.04	$43 - $53
RPR II	Kevin McCurdy	$50.61	$46 - $65

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER /PROPOSER/ CONTRACTOR: Carollo Engineers, Inc.
ADDRESS: 903 E. 104th St, Suite 230, Kansas City, MO 64131
PROJECT NUMBER OR TITLE: Blue River Biosolids Facility Project # 81000821 - WSD 1394
AMENDMENT/CHANGE ORDER NO: (if applicable) Amendments # 3-5

Project Goals:	15 % MBE	7% WBE
Contractor Utilization Plan:	14 % MBE	11% WBE

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

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

   a. _X_ A substitution of the certified MBE/WBE firm ***McCurdy Engineers, LLC***
   (Name of new firm)
   to perform: ***Construction Phase Resident Project Representative services and support.***
   (Scope of work to be performed by new firm)

   for the MBE/WBE firm ***Custom Engineering, Inc., which left the Carollo team to pursue the project's Design Build opportunity.***

   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to perform the following scope of work: ***Preliminary Design Electrical and HVAC Engineering.***
   (Scope of work of old firm)

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

   15 % MBE **7** % WBE
   (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

   TO

   14 % MBE **11** % WBE
   (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)

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

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

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

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

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

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

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

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

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

Carollo lost the following M/WBE firms to Design Build Teams following the completion of the Preliminary Design phase of the Design Professional Contract: TSI Geotechnical, Taliaferro & Browne, Inc., Custom Engineering, Inc., 3-T Design and Development, and TREKK Design Group. Parson Associates, LLC, and Wellner Associates, Inc., remained on the team. Carollo subsequently added Premier Engineering to the project team with the approval of Contract Amendment 2. Carollo is proposing to add McCurdy Engineering, LLC to the team to help support the Construction Phase of the project. Please note that departure of M/WBE subconsultants from the Carollo/ Jacobs team mentioned was anticipated and encouraged by the Water Services Department, as the Design Build teams competing for the Design Build contract represented a larger business opportunity for the M/WBE firms that elected to leave the Carollo Design Professional team upon issuance of the RFP. Carollo is currently completing the Design-Builder Procurement Phase of its contract, and is forecasting a total M/WBE participation for the total contract including the Construction Phase that will meet or exceed the original HRD total M/WBE goal of 25%.

The scope of work for this contract will change dramatically during the Construction Phase of the contract, which is the phase of work covered by Contract Amendments 3-5. The Construction Phase of the contract involves substantially less design work. Instead it consists largely of Construction Management and support services necessary to construct and commission the project, which necessitates the use of on-site experienced construction management staff. M/WBE participation in the Construction Phase of the contract, which constitutes Contract Amendments 3-5, is based upon the scope of work, expertise requirements, and the skill sets of the available M/WBE firms, and the proposed fees for these services. The goal percentages for MBE and WBE subconsultants for the full contract are proposed to be 14% and 11%, respectively for a cumulative total M/WBE participation of 25%.

In order to augment the M/WBE firms that elected to remain on the Carollo team during the Construction Phase of the contract, Carollo added Premier Engineering, LLC with the approval of Contract Amendment 2 following a good faith outreach effort to identify potential additional M/WBE team members. Premier's role will expand significantly during the Construction Phase of the project, as that scope of work aligns well with the firm's core competencies.

Carollo has now identified McCurdy Engineering, LLC as an additional team member with appropriate skills and capacity to assist on this project. McCurdy has successfully provided an on-site Resident Project Representative on other similar City projects.

5. If a modification is being requested because of option 3.d above, please complete the following:
   The previous Contract Price was: **$8,547,903.05**
   The Contract Price will be (**X** increased by) (□ decreased by) (□ unchanged) **$10,372,407.00**
   The new Contract Price will be: **$18,920,000**. This does not include Optional Services of $1,627,593.00 which, when approved, will include similar levels of M/WBE participation indicated above.

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

Dated: November 6, 2020

Carollo Engineering, Inc.
(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 01394

Project Title Blue River WWTP Biosolids Facility

_Carollo Engineers Inc._____ ("Prime Contractor") agrees to enter into a contractual agreement with ____McCurdy Engineers , LLC, ("WBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Construction Phase Management Services – Resident Project Representative and related services._____
_____
_____
_____
_____,

for an estimated amount of $769,272.00 or 4.07% of the total estimated contract value.

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

contingent upon City approval of Contract Amendments 3-6 to the contract with the Prime Contractor.

_____	Amy L. McCurdy _____
Signature: Prime Contractor	Signature: WBE Subcontractor
_Lynn Norton_____	Amy L. McCurdy _____
Print Name	Print Name
Vice President _____	Owner 11/06/2020
Title Date	Title Date

CITY OF KANSAS CITY, MISSOURI
Human Relations Department
M/WBE MONTHLY UTILIZATION REPORT

Report Date: 10/7/2020	**Project Name:** KCMO Blue River WWTP Biosolids Facility	**City Project Number:** 81000821	**City Contract Number:** 1394	
Project Address: 7300 Hawthorne Rd, Kansas City, MO 64120		**Contract Award Date:** 8/13/2018		**City Vendor ID:** 10852
General Contractor (GC): Carollo Engineers, Inc.		**City Contract Number:** 1394		**City Department Name** Water Services
Contact Person/Phone: Lynn Norton/816-326-6731		**General Contract Amount:** $6,327,902.77	**Total Amount Paid By City To Date:** $ 7,950,157.23	
General Contractor Address: 903 E 104th St, Suite 230 Kansas City, MO 64131		**Contract Goals:**	0% DBE	15.2% MBE 7.2% WBE
Email Address:		**Total Contract Days:**	410	**Completion Date:**

MBE/DBE Subcontractor	Date of Certification	Date of Subcontract	Subcontract Amount	% of Total Contract	Estimated Start date	Amount Paid This Period	Amount Paid To Date	% of Contract Paid to Date
Custom Engineering Inc		8/31/2018	$ 532,355.00	8.4%		$ 7,908.61	$ 504,498.86	95%
Parson + Associates LLC		8/31/2018	$ 185,582.00	2.9%		$ 3,253.74	$ 136,090.80	73%
Taliaferro & Browne Inc		8/17/2018	$ 272,257.00	4.3%		$ -	$ 272,257.83	100%
Premier Engineering LLC		1/10/2020	$ 150,000.00	2.4%		$ -	$ 107,350.00	72%
TSI Engineering, Inc		8/17/2018	$ 139,535.00	2.2%		$ -	$ 132,789.81	95%
3T-Design & Development LLC			$ 50,251.00	0.8%		$ -	$ 41,698.70	83%
WBE/DBE Subcontractor								
Trekk Design Group		8/17/2018	$ 340,082.00	5.4%		$ -	$ 340,078.61	100%
Wellner Architects Inc		8/31/2018	$ 309,773.00	4.9%		$ 1,459.96	$ 284,743.33	92%
Totals			$ 1,979,835.00	31.3%		$ 12,622.31	$ 1,819,507.94	91.9%

Contractor should submit report by the 15th of each month.

Blake Anderson, Project Manager
Water Services Department
4800 E. 63rd Street,
Kansas City, MO 64130
Phone: 816-513-0528
FAX: 816-513-0185

Narrative:

This is for period ending September 30, 2020

Report Submitted By: _____ **Date:** **10/7/2020**

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 4

CONTRACT NO. 1394 PROJECT NO. 81000821

BLUE RIVER WWTP BIOSOLIDS FACILITY

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77; and

WHEREAS, City has previously entered into a no-cost Amendment No. 1 dated August 13, 2019 to redistribute funds within the project, and $2,220,000.00 Amendment No. 2 dated November 20, 2019, and a $5,170,000.00 Amendment No. 3 dated January 6, 2021; and

WHEREAS, the City desires to execute Amendment No. 4, in the amount of $2,711,325, to amend the total contract amount to $16,429,227.77; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 4th Amendment, City and Design Professional agree as follows:

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

A. Add the following sections:
   a. Under Attachment A – Scope of Services, add Attachment A3 – Additional Scope of Services.
   b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C3 –Schedule of Position Classifications.

B. Delete and replace the following sections:
   a. Delete Sec. 4. – Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4. – Compensation and Reimbursables, Subparagraph A:

      A. The maximum amount that City shall pay Design Professional under this Agreement is $16,429,227.77, as follows:

         1. $7,790,665.21 for the services performed by Design Professional under this Agreement.

         2. Professional compensation amounting to actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position

classifications and the salary range for each position is included as a part of Attachments C2.

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 $7,478,779.56 The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $1,159,783.00 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 and 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 C2. 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.

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

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

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

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

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

Date: January 14, 2022

Title: Vice President / Senior Vice President

DocuSigned by:
Hannah Fodor
B247A07117A94C9...

KANSAS CITY, MISSOURI
By:
DocuSigned by:
D Matt Bond
44456FCE838C4D8...

Date: 2/9/2022

Title: Deputy Director

Approved as to form:
DocuSigned by:
Mark Jones
0900E44CE78D420...
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.

For the Director of Finance 2/14/2022 (Date)

Blue River Biosolids Facility Project

Contract Amendment 4 Scope of Services

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Blue River Biosolids Facility Project

Contract Amendment 4 Scope of Services

Contract Amendment 4 Milestones

Task Series 100, 500, 800, and 900 shall be completed within 1,597 calendar days (through December 31, 2022) following the City of Kansas City, Missouri (CITY) issuance of Notice to Proceed (NTP) to the Owner's Advisor (OA)[1] and upon approval and execution of Contract Amendment 4, prior to December 31, 2021.

General Assumptions:

1. The OA assumes that the levels of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment 4 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the construction work and corresponding workload and may vary from the level of effort planned and budgeted. The OA will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The OA will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional Construction Phase Services budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.
2. The OA assumes that the Design Build (DB) Baseline Schedule submitted by the DB Team selected by the CITY for this project will be completed as planned. The OA's services are budgeted to cover the first year of DB Baseline Schedule, based on the agreed level of effort expressed in the fee spreadsheet accompanying this Scope of Services. Extensions to the DB Baseline schedule will result in additional effort for which the OA will be compensated via Optional Services and/or Contract Amendment.
3. The OA assumes that annual contract amendments will be approved each year through duration of the construction and commissioning phase of the Project. Annual amendments will be approved in advance of this annual period to provide continuity on the Project and minimize interruptions to OA services.

Note: OA expert witness services, formal dispute resolution, or litigation assistance, are not included in this Scope of Services, but will be provided by the OA as an approved Optional Service and/or Contract Amendment, if required and authorized in writing.

[1] Design Professional (DP) NTP was issued on August 17, 2018.

TASK SERIES 100 - Project Management

OA shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105-Kick Off Meeting) through the scheduled Construction and Commissioning Phase of this contract (up to an additional 12 months). Activities under this task include up to twelve (12) additional Monthly Progress Reports, Monthly Invoices, OA schedule revisions, Earned Value estimates, and Weekly Management Meetings.. It includes continuation of OA Subcontract oversight and administration, Quality Control, and updates to the Work Plan, as required. It also includes an update to the baseline, cost-loaded schedule to include projection of costs through the second year portion of the DB Construction and Commissioning Phase of the Project.

OA Project Manager/Deputy Project Manager (OAPM/DPM). The OA will provide the OA Project Manager for the Blue River Biosolids Facility Project, who will continue to provide general oversight and management to the OA team. The OAPM will delegate and/or share duties to the Deputy PM (DPM) as needed in order to meet project needs and as identified in Exhibit B1-2.The OAPM shall also provide overall OA team, resources, subcontract, and contract management throughout the second year portion of the DB Construction and Commissioning Phase of the project.

For Task Series 800 support, the OAPM will manage the OA CM, and will participate in internal construction oversight coordination meetings, lead periodic OA coordination meetings, issue OA Task Orders, coordinate and oversee OA Team staffing, and participate in periodic Microsoft Teams status and coordination meetings with the CITY's Project Manager. The OAPM will assist in establishing and implementing coordination and communication procedures among the OA, CITY, and DB Team. The OAPM will be the primary point of contract for the CITY's Project Manager. The OAPM shall be provided on a part-time basis. The level of effort for Task Series 800 support assumes 0.75 FTEs for the combined OAPM and DPM for the duration of 2022.

Contract Documents. The OA will be familiar with all Contract Documents for the Blue River Biosolids Facility Project. The OA will assist the CITY in enforcing the requirements of the Contract Documents by use of the Notice of Non-Conformance Forms and other tools available in the Contract Documents, based upon the agreed matrix of responsibilities, and as directed by the CITY's Project Manager. The OA will provide interpretations and clarifications of Contract Documents, as requested.

Administration. The OA will support CITY staff in the field with general administrative support. The OA will coordinate with the DB Team to assist with establishing the CITY/OA field office facilities, maintain office supplies, manage supply contracts, verify invoices, and coordinate correspondence. The level of effort for this task is covered under Task Series 800.

Deliverables:

- Monthly Progress Reports.
- Monthly Schedule Updates.
- Monthly Invoices.
- Weekly Management Meetings.
- Work Plan Update (as needed).
- Updated Baseline Schedule.

TASK SERIES 500 - Public Outreach

OA shall continue to provide Public Outreach services as defined in the original contract Scope of Service for Task Series 500 through the scheduled Construction Phase of this contract (up to an additional 12 months). Activities will include continuing already established outreach efforts such as:

- Up to four (4) aerial videos of the plant site taken using a drone during the second year portion of the construction and commissioning phase of the project to be used to support public outreach efforts.

Work extended under this amendment will also include additional support on ongoing milestone activities and may include:

- As-needed one-on-one meetings with individual council members.
- Bi-monthly internal newsletters for CITY operations staff.
- E-mail distribution list for project updates.
- DB Envision™ certification application support.

OA shall also continue to assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.
- Research and coordinate opportunities for presentations.

TASK SERIES 800 - Design Build Construction and Commissioning Phase Support

The OA role during the second-year portion of this phase of the project will continue with construction compliance, consisting of construction oversight, administration, quality monitoring and auditing, technical support, and general support services. As such, the OA, in concert with the CITY's Project Manager and assigned staff, will provide construction oversight services as defined below. The OA will assist the CITY with this phase of the Blue River Biosolids Facility Project throughout the duration of the second-year portion of the DB Construction and Commissioning Phase. Construction Oversight Team (COT) members from the OA will be supplemented with CITY personnel in designated positions, as defined herein with the associated roles and responsibilities. All field and office-related activities during the DB Construction and Commissioning Phase will be coordinated through the COT. The OA team will also provide supplemental technical services, in addition to COT related tasks, as defined under Task Series 900 below.

The level of effort defined for the various tasks herein assumes an Amendment 4 approval by December 31, 2021, with the efforts herein defined for a duration of 12 months, or through December 2022. Efforts by the OA beyond December 2022 will be authorized by a subsequent Contract Amendment, if desired by the CITY.

TASK 801 - Construction Management and Resident Project Representatives

NOTE: The level of effort for the various tasks defined under Task 801 herein are intended to represent the on-site OA staff, specifically efforts by the OA Construction Manager (OA CM) and OA Resident Project Representative(s) (OA RPRs) (as defined below). The OA Construction Manager and CITY'S Project Manager will serve as lead management oversight for all tasks defined within Task 801.

Construction Manager (CM). The OA will provide a full-time CM to oversee all field activities for the COT. The CM will be the central liaison for communication between the COT and the DB Team's Construction Manager. The level of effort for this task assumes up to 1.0 full time equivalent (FTE) based on 40 hours per week over a 52-week duration.

Resident Project Representative(s) (RPR). The OA will provide RPR's to assist with field activities oversight for the COT. The RPR(s) will be the central agent for communication between the Auditors, and Discipline Engineers. The level of effort for this task assumes up to 2.8 FTE over a 52-week duration.

TASK 802 - Document Management, Auditors, Discipline Engineers and Field Office Administration Support

The OA will provide the following positions and activities to support Construction Management:

Construction Auditors and Discipline Engineers. The OA will provide Construction Auditors and Discipline Engineers, on an as needed basis to augment the RPRs, to audit DB team quality inspections and conduct Quality Control activities related to work in progress, review DB team submittals, verify progress payment requests, and perform other duties as assigned. The specific Construction Auditors and Discipline Engineers assigned will vary through the construction program and will be assigned by the OA to augment the COT based on the specific construction activities taking place. The Construction Auditors will perform their duties on-site. Discipline Engineers will perform their work on site, as needed, but will also serve as off-site "reach back" resources, as needed. Over the course of the 52-week portion of Construction and Commissioning phase it is estimated that an average of up to 0.40 FTEs will be required to provide Construction Auditing services.

Document Management/ Administrative Support Specialist. The OA will provide up to one (1) full time Document Management/ Administrative Support Specialist on-site to manage records and provide administrative assistance to the COT. This position will make entries into eBuilder, maintain ProjectWise folders for collaboration, and will help manage, track, and coordinate construction documents and workflows. This role will transition to part-time (20 hour per week) once construction reaches 75 percent completion. Over the course of the 12-month Construction and Commissioning phase it is estimated that an average of up to 1.0 FTE will be required for this task.

The OA will complete the following document management activities:

1. Utilize the CITY's document management and tracking system for the Project.
2. Develop up to five (5) Project-related templates for CITY use including meeting summaries, presentations, memorandums, and letters. Review and approve DB-related templates and monitor usage.
3. Coordinate with CITY document managers on flow of information.
4. OA will follow procedures for the logging and tracking of relevant correspondence and documents. OA will assist the CITY in monitoring outstanding decisions, approvals or responses.

Dispute Resolution. The OA will attempt to resolve any dispute with the DB Team in an effort to avoid claims. An escalation matrix will be developed identifying appropriate levels of authority and time allowed for resolution at each level prior to escalation. This Scope of Services does not anticipate DB Legal Consultant involvement for dispute resolution matters. Such services, if required, would be based on an approved Optional Services Authorization or Contract Amendment.

Assumptions: It is assumed that OA will use CITY's e-Builder system.

TASK 803 - Meetings

The OA will participate in various meetings with the DB and the CITY. These include the following:

1. Coordinate and participate in up to 52 weekly Design Review and/or Construction Coordination Meetings and review and comment on DB- prepared meeting records. The OA will have up to two (2) OA Team attend via Microsoft Teams weekly as needed depending on the technical meeting topic identified in advance.
2. Participate in up to two (2) Operational Change Control Plan (OCCP) Coordination Meetings and will review and comment on DB- prepared meeting records. The OA will have up to two (2) OA Team attend via Microsoft Teams.
3. Participate in up to two (2) two-hour Electrical, Instrumentation, and Controls (EI&C) Coordination Meetings. The OA will have up to two (2) OA Team attend via Microsoft Teams.
4. Attend routine Safety Meetings conducted by the DB. The OA will participate with on-site personnel.
5. Attend and prepare for Miscellaneous Workshops/Meetings conducted by the DB. The OA will have up to three (3) OA attendees attend via Microsoft Teams. These workshops and meeting include the follow:
   a. Up to one (1) Criticality Workshops - Heating, Ventilation and Air Conditioning (HVAC), Structures and Electrical Assets.
   b. Up to one (1) Maintenance Workshops.
   c. Up to one (1) Sequence of Operations Meetings.
6. Attend up to 10 miscellaneous one-hour meetings with the CITY and/or the DB on the CITY's behalf. The OA will have up to three (3) OA attend via Microsoft Teams.

Assumptions: It is assumed that all meetings will be attended only by on-site personnel, unless otherwise noted above. Travel will be limited to 7 individual trips for meetings.

TASK 804 - Reports

The OA will complete the following activities:

1. Review and comment on the DB's monthly construction status reports that summarize the previous month's construction activities, include a schedule of the planned versus actual work completed, summaries of change orders and claims, and a cost summary of budgets and expenditures for construction. The DB's report shall include Change Orders issued, pending change orders, anticipated change orders and change order amounts. This report shall be provided to the CITY with comments.
2. Review payment application.
3. Confirm comments addressed in revised report or subsequent report(s).

Assumptions: It is assumed that all meetings related to reports and not covered in Task 803, will be attended only by on-site personnel. The level of effort for this task assumes sixteen (16) hours per month over a 12-month duration.

TASK 805 - Shop Drawing, O&M, and Submittal Review and Oversight

The OA will complete the following activities:

1. Confirm that DB submits and processes shop drawings and submittals, including construction survey information, as required by the Contract Documents.
2. Review shop drawings and submittals for general conformance with the Contract Documents. (NOTE: The OA will provide detailed technical reviews for key equipment and components and will provide oversight review for information purposes for the balance of submittals per the assumptions listed herein).
3. Review product data and samples submitted by the DB for compliance with the contract documents.
4. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
5. Confirm that the final submittal conforms to the Contract Documents, including amendments.
6. The OA will administer, monitor, and document the shop drawing process with the DB Team. The OA will provide technical review for selected submittals.

Assumptions: It is assumed that all meetings related to this task will be attended only by on-site personnel, unless otherwise noted above or in Task 803. The level of effort associated with this task is up to three OA staff using 8 hours per week for the 52-week duration..

TASK 806 - Request for Information (RFI) Review and Oversight

The OA will complete the following activities:

1. Review and audit RFI requests for conformance with the Contract Documents.
2. Review responses, comments, and clarifications as provided by CITY. (NOTE: The OA will provide detailed technical reviews for key equipment and component related items and will provide oversight review for information purposes for the balance of RFIs per the assumptions listed herein).

3. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
4. Verify that the final RFI responses conform to the requirements of the Contract Documents, including amendments.
5. Receive from the DB Team all applicable submittals CITY, along with applicable RFIs, as directed by CITY. The OA will initially screen these applicable RFIs and return incomplete or inappropriate RFIs to the DB Team for correction and re-submittal. The OA will work with CITY to assign applicable RFIs to appropriate parties for review. The OA will coordinate reviews of DB Team's shop drawings, samples, and other submittals with the reviewers for the applicable submittals in order to maintain the overall review schedule. The OA will continually track the status of all RFIs.
6. Review all applicable RFIs and provide responses to the DB accordingly. This effort will include coordination with Discipline Engineers and office support staff as appropriate. The OA field personnel will coordinate with the office engineering support staff for additional technical reviews of the applicable RFIs, as needed.

Assumptions: It is assumed that all meetings will be attended virtually by off-site or in-person by on-site personnel, unless otherwise noted above or in Task 803. This task assumes that the CITY'S staff, as managed by the CITY'S PM, are providing responses for the applicable RFIs. The level of effort for this task assumes up to 10 applicable RFIs, each requiring up to four (4) hours for processing and tracking, and up to 24 hours for responding to each RFI.

TASK 807 - Contract Change Management

The OA will complete the following activities:

1. Attend, prepare for, and participate in up to eight (8) Change Management Meetings. The OA will maintain record of any decisions or recommendations made during these meetings and make that record available to the CITY. The CM will attend all meetings. The onsite Records Management/ Administrative Support Specialist will prepare all necessary documents.
2. Develop and maintain a Project Requirements document that summarizes required Project deliverables and activities for Construction Phase services, as outlined in the Design-Build Agreement and amendments.
3. Review and monitor OA and vendor agreements with the DB for conformance to Contract Documents and achievement of requirements specified therein. Report any discrepancies to CITY and DB for resolution.
4. Monitor and formally track achievement of Project Requirements as the work progresses. For each formal deliverable (e.g., Quality Plan and updates), review for conformance with established DB scope of work, and report findings to CITY. As part of the monthly progress report, OA reports on Project Requirement status to both CITY and DB.
5. Potential Changes include:
    a. Differing Site Conditions.
    b. Field Orders.
    c. Work Change Directives.
    d. Change Orders.
    e. Supplemental Design Instruction.

6. OA will assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle OA to additional compensation for the design services.
7. OA will receive and review the DB's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the DB's proposal. OA will assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and DB.
8. Review of DB's Requested Changes:
    a. OA will review DB -requested changes to the contract for construction. OA will make recommendations to the CITY regarding the acceptability of the DB's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, OA will prepare final change order documents.
    b. Design and engineering services of OA to review DB initiated changes and to prepare drawings and specifications for issuance to the DB shall be considered as Optional Services.
9. Change Order Reports: OA will provide periodic reports to the CITY about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.
10. The OA will work with CITY and DB to identify potential changes, mitigate if possible, determine appropriate change procedure, evaluate DB's basis for proposed price and schedule adjustment, negotiate changes to the Contract Documents, and recommend change action to the CITY. The OA will maintain regular communication with the DB and COT to identify and manage potential changes early.

Assumptions: It is assumed that the above activities will be performed by on-site personnel, unless otherwise noted above.

TASK 808 - Materials and Payment Processing

The OA will complete the following activities:

1. Review materials and manufacturers, as directed by CITY.
2. Audit stored materials to confirm type and quantities.
3. Audit the DB's daily reports. The OA will provide full-time surveillance of construction operations for assessment of compliance with Contract and Quality Management Procedure requirements. The OA will provide daily logs of observations and photos to document observations, and detailed logs of DB Team personnel and equipment for Work Change Directive activities.
4. Review the construction photos that are submitted as part of the DB's reports.
5. Process Applications for Payment, including review, verification and processing of the application. All work claimed on the application will be verified in the field, and amounts checked against the approved Schedule of Values. The OA will recommend payment to the CITY.

Assumptions: It is assumed that all meetings will be attended only by on-site personnel, unless otherwise noted above or in Task 803. The level of effort for this task assumes on-site personnel to review 12 Applications for Payment requiring up to 4 hours from off-site personnel each to review, verify, and request clarifications.

TASK 809 - Quality Assurance (QA)

The OA will complete the following activities:

1. Review and verify implementation of QA processes and procedures by DB, in accordance with latest version of DB's approved Construction, Project Management, and Quality Plans and established requirements of the Design-Build Agreement.
2. Review and audit the field testing and inspection reports. The OA will formally document any identified issues and/or concerns, and subsequently review and coordinate resolution with the CITY.
3. Responsible for identifying any special inspections required by CITY and the DB. The OA will review and audit all special inspections, as directed by CITY.
4. Review and observe daily construction activities and complete field reports summarizing work, observations, weather conditions, construction staff, and other information for the Project Record.
5. Participate in manufacturer witness testing, per Task 810.
6. Review material testing reports submitted by the DB, including concrete, soil, pavement, and grout.
7. Review all Nonconformance Reports (NCR) issued by the DB.
8. Coordinate with the DB and CITY to develop Corrective Action Plans for all NCRs.
9. Review all samples and test specimen reports provided by the DB.
10. Monitor and audit CITY's performance of established quality management procedures.
11. Conduct QA audits of Project elements requiring specialty inspection and/or certification including but not limited to structural backfill, rebar, shoring, welding, coatings, and grout. (NOTE: special inspections will be audits only to confirm CITY's ongoing specialty inspections).
12. Attend and participate in quarterly quality management meetings to discuss improvements and refinements to quality management practices and procedures that should be implemented by CITY.
13. Provide ongoing coordination with appointed CITY quality management personnel.
14. Provide field observation services to review and oversee CITY's inspection and QA/QC of the Work for conformance with the Contract Documents. Services shall be coordinated with CITY staff and shall rely on CITY performing primary QA and QC activities in accordance with the Design-Build Agreement and approved Quality Management Plan.
15. Provide periodic checks of Project As-built/Record Drawings relative to work completion and approved changes.
16. Provide periodic checks of CITY's building information model (BIM) model and record drawings relative to as-constructed Work.

Assumptions: It is assumed that the above activities will be performed by on-site personnel, unless otherwise noted above.

TASK 810 - Owner's Verification Testing and Observation

The OA will perform the following activities:

1. Perform audits of DB construction and issue NCR, as needed, and submit to CITY.
2. Review DB's Corrective Action Plan for NCRs.
3. Responsible for developing and implementing Owner-directed testing program in coordination with the DB.
4. Audit DB's field testing and inspections.
5. Audit DB's geotechnical testing.
6. Audit shop inspection and witness testing.
7. Audit materials testing reports submitted by DB (concrete, soil, pavement, grout).
8. Provide special inspections as directed by the CITY, including 3rd party verification testing of materials.

Assumptions: Assumes OA will issue up to ten (10) NCRs. OA will attend key witness testing to represent CITY for up to two trips for up to 6 days total and provide associated trip reports. OA will arrange, schedule and participate in up to one (3) three-day tours to US facilities and up to one (1) international facility, as requested by CITY. OA will provide airline, lodging, and ground transportation for up to three (3) CITY staff and two (2) OA staff. The level of effort also includes up to $12,000 worth of Owner-directed testing/special inspections.

TASK 811 - Construction Schedule

The OA will perform the following activities:

1. Review DB's baseline Critical Path Construction Schedule and provide comments to CITY. Meet with DB and CITY to review, discuss, and finalize any modifications to the schedule.
2. Review the DB's 5-week look ahead schedule and provide comments to CITY.
3. Review DB Work Plan and schedule.
4. Review DB's submittal schedule and provide comments to CITY.
5. Review/monitor schedule progress during construction. Monitor achievement of contractual schedule requirements including milestones and schedule performance metrics. Evaluate schedule adjustments for changes and other conditions.
6. Report any discrepancies relative to work in the field to the CITY.
7. Review DB's Recovery Schedule and provide comments at CITY's request.
8. Review DB's Notification of Delay.
9. Attend associated workshops and review documentation.
10. Review and comment on updates to Project Schedule.
11. Provide monthly report on findings and recommendations from evaluating and tracking CITY's schedule.

Assumptions: The above activities will be performed by the on-site personnel with 3 hours per month assistance (for 12 months) by Project Controls OA staff.

TASK 812 - Safety

1. Review incident reports from the DB.
2. The OA will check the DB's insurance compliance documents.

Assumptions: The above activities will be performed by the on-site personnel. Time for this task is captured in Tasks 801 and 802.

TASK 813 - Contract Closeout

Task not included in second year portion of the Construction and Commissioning phase.

TASK 814 - Surveying

Task not included in second year portion of the Construction and Commissioning phase.

TASK 815 - Equipment Testing and Training

The OA will perform the following activities:

1. Participate in ongoing workshops with DB and CITY to develop start-up and commissioning/acceptance testing plan.
2. Review draft plan(s) prepared by DB and provide comments. Confirm that plans meet requirements of contract, CITY requirements, best practices, and operational constraints.
3. Provide ongoing observation and review of process acceptance testing, subsystem testing, facility checking, and overall module checking.
4. Attend coordination meetings with DB commissioning staff, subcontractors, CITY, and others to plan work, discuss results, and resolve issues.
5. Review DB's training plan. Meet with DB and CITY to review comment and revised plans, based on comments.
6. Review Electronic Operations Manuals submitted by DB. Provide comments to CITY.
7. Coordinate with DB as it develops Electronic (cloud-based) O&M Manual (EOM).
8. Review Equipment Maintenance Manuals submitted by DB. Provide comments to CITY.
9. Responsible for reviewing maintenance summaries of major mechanical equipment. Provide summaries to CITY prior to acceptance testing.
10. Review DB's input/output (I/O) points and electrical equipment.
11. Review supervisory control and data acquisition (SCADA) programming compliance with project and CITY requirements.
12. Observe Mechanical Testing of all mechanical equipment.
13. Observe Acceptance Testing of all new systems.
14. Review startup plan from DB and execution of tie-in and other Work items that impact operations of existing plant.
15. Audit to confirm that Manufacturer Certificates and Warranty are complete. Provide comments to CITY and DB regarding any deficiencies.

Assumptions: It will require both on-site and off-site staffing assistance to accomplish this task. It includes up to 5 two-day trips to project site by off-site personnel.

TASK 816 - Mobilization/Demobilization

Task not included in second year portion of the Construction and Commissioning phase.

TASK 817 - Design Conformance Review and Owner Requested Technical Support

OA will participate virtually in weekly design meetings with the DB and provide design review comments to the CITY regarding compliance with the Contract Documents.

Assumptions: The level of effort for this task assumes a total of 1,340 hours for off-site subject matter experts to review and provide comments. This includes OA's participation in up to 4 virtual technical meetings for up to two (2) off-site discipline engineers to resolve conformance issues. Additional technical assistance, travel to site, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.

TASK 818 - Risk Management Services

OA will provide quarterly updates to the OA Project Risk Register and review changes with CITY. Additionally, OA will provide Monthly reviews of the DB's Risk Register and provide comments to CITY.

The level of effort for this task assumes total of up to four (4) virtual risk meetings (via Microsoft Teams) to review and update registers with CITY input.

TASK 819 - Operation and Maintenance Support

Task not included in second year portion of the Construction and Commissioning phase.

TASK SERIES 900 - Engineering Services During Design and Construction

Scope for Task Series 900 was authorized under Amendment 3. The OA will continue advancing work under Task Series 900 as requested and funded under Amendment 3.

OPTIONAL SERVICES

POTENTIAL OPTIONAL SERVICES TASK A: Pressure Pipeline Condition Assessment Services

Task A.1 - Forcemain Condition Assessments

- Conduct a Tier 3 assessment of the Westside Forcemain and a Tier 2 assessment of the Birmingham Forcemain.

POTENTIAL OPTIONAL SERVICES TASK B: Extended Commissioning and O&M Support Services

POTENTIAL OPTIONAL SERVICES TASK C: OA Expert Witness Services, Formal Dispute Resolution, or Litigation Assistance

POTENTIAL OPTIONAL SERVICES TASK D: Additional Smart BIM Related Services

POTENTIAL OPTIONAL SERVICES TASK E: Combined Heat and Power (CHP) System Design Services

POTENTIAL OPTIONAL SERVICES TASK F: Beneficial Biogas Utilization Entity Procurement

- OA will prepare an RFQP for CITY'S procurement of an Entity for its beneficial biogas utilization project. OA will support the CITY's evaluation of Qualifications/Proposal submittals and provide contract development support for the associated RFQP exhibits.

POTENTIAL OPTIONAL SERVICES TASK G: Envision™ Verification Process for Task 903.

POTENTIAL OPTIONAL SERVICES TASK H: Public outreach services and project website maintenance.

POTENTIAL OPTIONAL SERVICES TASK I: Other Potential Optional Services Items as Identified in the Base Contract and/or Previous Contract Amendments Deemed Necessary by the CITY.

EXHIBIT B1
DESIGN PROFESSIONAL MANHOURS AND FEE ESTIMATE FOR YEAR 2
AMENDMENT NO. 4

PROJECT TITLE: KCMO Blue River Biosolids Facility Project
PROJECT NO. 11168A.60

Design Consultant Services - Design and Construction Phase	Labor (Hr)	Fees ($)
Engineering Services Labor [2]		
Task Series 100 - Project Management and Administration	1,032	$ 261,159
Task Series 500 - Public Outreach	83	$ 12,218
Task Series 800 - Construction Oversight Management	14,099	$ 2,376,963
Task Series 900 - Engineering Services During Design/Construction	0	$ -
Total Engineering Services Labor	**15,213**	**$ 2,650,340**
Expenses [3]		
Travel	–	$ 43,561
Other Direct Costs	–	$ 17,424
Total Expenses		**$ 60,985**
Base Services Subtotal		**$ 2,711,325**
Optional Services		$ -
Total Not-to-Exceed Project Fees		**$ 2,711,325**

NOTES:

1. *Rate schedule (hourly billing rates) are based on Exhibit B1-1. Future annual amendments will be subject to escalation.*
2. *All subconsultants will be billed at cost with no additional markup. Costs are included in Engineering Services*
3. *All expenses will be billed at cost with no additional markup.*

EXHIBIT B1-1
OA RATE SCHEDULE
Amendment No 4

PROJECT TITLE: KCMO Blue River Solids Improvements
PROJECT NO. 11168A.60

Labor Category	Hr. Raw Rate	Hr. Rate Range
Prj Director	$118.42	$114 - $126
PM Manager	$102.84	$94 - $107
Task Manager	$89.65	$79 - $80
Construction Manager	$85.70	$76 - $91
Deputy Project Manager / Proj. Controls	$68.09	$58 - $72
Senior RPR	$74.00	$64 - $85
RPR I	$38.36	$34 - $54
Operations Specialist II	$85.81	$78 - $93
Operations Specialist I	$87.93	$85 - $94
Technical Manager	$86.35	$80 - $88
Senior Advisor	$107.53	$100 - $110
Senior Advisor	$133.91	$125 - $138
Electrical Senior Advisor	$118.91	$112 - $123
THP Lead	$99.14	$92 - $103
Chief Technologist	$97.79	$92 - $101
I&C Lead	$93.40	$86 - $100
Senior Technologist	$88.96	$82 - $93
Professional	$82.00	$72 - $85
Assist Prof II	$83.22	$40 - $89
Jr. Professional	$51.00	$42 - $55
Asst. Prof I	$41.00	$36 - $45
Auditor II	$45.29	$41 - $50
BIM Mgr Sr Tech	$58.87	$53 - $64
Senior Technician III	$53.16	$32 - $58
PMIS Coordinator	$96.96	$89 - 101
Senior Technician V	$63.29	$54 - $69
Risk Manager	$77.97	$69 - $87
Cost Est Lead	$92.60	$86 - $95
Cost Estimator	$83.49	$77 - $87
Admin Asst	$31.42	$18 - $35
Public Outreach Lead	$48.72	$43 - $53
Public Outreach Assist	$35.38	$31 - $39
Video Documentation Tech	$48.72	$43 - $53
Envision Lead	$87.37	$82 - $79
Sr Professional	$82.00	$79 - $99
Asst.Prof II	$83.21	$83 - $88
Technician II	$31.39	$31 - $51
Professional	$82.00	$74 - $89
Accounting	$10.81	$10 - $34
Admin	$45.29	$45 - $60
Legal Consultant	$186.21	$170 - $203
Site/Civil/Survey PM	$70.31	$64 - $77
Prof Land Surveyor	$48.14	$44 - $53
Survey Party Chief	$41.12	$37 - $45
Survey Crew	$60.94	$55 - $67
Sr Technician II	$32.22	$29 - $35
Senior Lead	$50.61	$46 - $55
Auditor I	$38.58	$35 - $53
Senior Engineer	$46.66	$42 - $61
Engineer	$38.39	$35 - $53
Sr. Technician I	$28.11	$25 - $41
Technician I	$26.24	$23 - $39
Project Support/ Admin	$15.78	$14 - $28
Arch Lead	$72.99	$66 - $80
Arch Prof	$64.06	$58 - $70
Doc. Contr Manager / Project Admin	$31.42	$28 - $45
Senior Technician IV	$55.66	$51 - $61
Technician III	$48.04	$43 - $53
RPR II	$50.00	$45 - $55

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 5

CONTRACT NO. 1394 PROJECT NO. 81000821

BLUE RIVER WWTP BIOSOLIDS FACILITY

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77; and

WHEREAS, City has previously entered into a no-cost Amendment No. 1 dated August 13, 2019 to redistribute funds within the project, a $2,220,000.00 Amendment No. 2 dated November 20, 2019, a $5,170,000.00 Amendment No. 3 dated January 6, 2021, and a $2,711,325.00 Amendment No. 4 dated February 14, 2022; and

WHEREAS, the City desires to execute no-cost Amendment No. 5, to redistribute funds within the contract, for the total contract amount of $16,429,227.77; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 5th Amendment, City and Design Professional agree as follows:

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

A. Add the following attachments:
   a. Under Attachment A, Scope of Services, add Attachment A4, Amended Scope of Services.
   b. Under Attachment H, add CREO Contract Assurances Addendum.
   c. Under Attachment I, add Affirmative Action Plans.

B. Delete and replace the following attachments/section:
   a. Delete Part II, Standard Terms and Conditions, and replace with the attached Part II, Standard Terms and Conditions.
   b. Delete Attachments C, C1, C2, and C3, Engineering Fee Summary and Schedule of Position Classifications, and replace with the attached Attachment C, Engineering Fee Summary and Schedule of Position Classifications.
   c. Delete Attachment G, Non-Construction Subcontractors Listing, and replace with the attached Attachment G, Non-Construction Subcontractors Listing.
   d. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

      A. The maximum amount that City shall pay Design Professional under this Agreement is $16,429,227.77, as follows:

1. $8,361,559.21, for the services performed by Design Professional under this Agreement.

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

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $7,909,490.56. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area and public outreach materials. Subcontractors' office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $158,177.53 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

6. City may revise the Design Professional's Basic Services defined in **Attachments A, A1, A2, A3, and A4** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.

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

8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A1, A2, A3,** and **A4** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments A, A1, A2, A3, and A4**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

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

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By: DocuSigned by: Lynn Norton DB007A5E7B8F44F...

Date: 4/26/2023

Title: Vice President

KANSAS CITY, MISSOURI

By: DocuSigned by: Jeff Martin 756D1017BA554BC...

Date: 4/26/2023

Title: Chief Engineering Officer

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

Blue River Biosolids Facility Project

Contract Amendment 5 Scope of Services

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Blue River Biosolids Facility Project

Contract Amendment 5 Scope of Services

Contract Amendment 5 Milestones

Task Series 100, 500, 800, and 900 shall be completed within 1,874 calendar days (through June 30, 2023) following the City of Kansas City, Missouri (CITY) issuance of Notice to Proceed (NTP) [1] to the Design Professional also referred to herein as Owner's Advisor (OA) and upon approval and execution of Contract Amendment 5, effective January 1, 2023.

General Assumptions:

1. The OA assumes that the levels of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment 5 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the construction work and corresponding workload and may vary from the level of effort planned and budgeted. The OA will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The OA will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional Construction Phase Services budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.
2. The OA assumes that contract amendments and/or Optional Services authorization will be approved to cover the duration of the construction and commissioning phases of the Project should these phases extend beyond June 30, 2023, as they are expected and currently scheduled to do. The amendment, if necessary, will be approved in advance to provide continuity on the Project and minimize interruptions to OA services.
3. The period covered by Contract Amendment 5 commences effective January 1, 2023 and continues through June 30, 2023, for a duration of 6 months.

Note: OA expert witness services, formal dispute resolution, or litigation assistance are not included in this Scope of Services but will be provided by the OA as an approved Optional Service and/or Contract Amendment, if required and authorized in writing. OA Services beyond June 30, 2023 are not covered or included in this Scope of Services or the fee associated with Contract Amendment 5.

[1] Design Professional (OA) NTP was issued on August 17, 2018.

TASK SERIES 100 - Project Management

OA shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105-Kick Off Meeting) as required for the period covered by Contract Amendment 5, January 1, 2023 through June 30, 2023. Activities under this task include up to six (6) additional Monthly Progress Reports, Monthly Invoices, OA schedule revisions, Earned Value estimates, and up to 26 Weekly Management Meetings. It includes continuation of OA Subcontract oversight, administration, Quality Control, and work planning updates; and M/WBE tracking, utilization planning, and reporting, as required. It also includes an update to the OA cost-loaded schedule to include projection of costs through the period covered by this Contract Amendment 5.

OA Project Manager/Deputy Project Manager Team (OAPM/DPM). The OA will provide the OA Project Manager (OAPM) for the Blue River Biosolids Facility Project, who will provide general oversight and management to the OA team. The OAPM will delegate to, provide management oversight, and/or share duties with the Deputy PM (DPM) as needed in order to meet project needs encompassed by this Scope of Services. The OAPM shall also provide overall OA team, resources, subcontract, and contract management throughout the period covered by this Contract Amendment 5.

For Task Series 800 support, the OAPM/DPM will manage the OA Construction Manager (OACM), and will participate in internal construction oversight coordination meetings, lead periodic OA coordination meetings, issue OA Task Orders, coordinate and oversee OA Team staffing, and participate in periodic Microsoft Teams status and coordination meetings with the CITY's Project Manager. The OAPM/DPM will assist in establishing and implementing coordination and communication procedures among the OA, CITY, and DB Team. The OAPM/DPM will be the primary point of contract for the CITY's Project Manager. The OAPM/DPM shall be provided on a part-time basis. The combined level of effort assumed for the OAPM/DPM is up to 0.75 FTEs for the period covered by this Contract Amendment 5.

Contract Documents. The OA will be familiar with all Contract Documents for the Blue River Biosolids Facility Project. The OA will assist the CITY in enforcing the requirements of the Contract Documents by use of the Notice of Non-Conformance Forms and other tools available in the Contract Documents, based upon the agreed matrix of responsibilities, and as directed by the CITY's Project Manager. The OA will provide interpretations and clarifications of Contract Documents, as requested.

Administration. The OA will support CITY staff in the field with general administrative support. The OA will coordinate with the DB Team to assist with operations of the CITY/OA field office, maintain office supplies, manage supply contracts, verify invoices, and coordinate correspondence. The level of effort for this task is covered under Task Series 800.

Deliverables:

- Monthly Progress Reports.
- Monthly Schedule Updates.
- Monthly Invoices.
- Weekly Management Meetings.
- Work Plan Update (as needed).
- Updated Baseline Schedule.

TASK SERIES 500 - Public Outreach

OA shall continue to provide Public Outreach services as defined in the original contract Scope of Service for Task Series 500 through the period covered by Contract Amendment 5. Activities will include continuing already established outreach efforts such as:

- Up to eight (8) aerial videos of the plant site taken using a drone, which will be used to support public outreach efforts during the year period covered by Contract Amendment 5.

Work extended under Contract Amendment 5 may also include additional support for ongoing milestone activities and may include:

- As-needed one-on-one meetings with individual council members.
- Bi-monthly internal newsletters for CITY operations staff.
- E-mail distribution list for project updates.
- DB Envision™ certification application support.

OA shall also continue to assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.
- Research and coordinate opportunities for presentations.

TASK SERIES 800 - Design Build Construction and Commissioning Phase Support

The OA role during the period covered by this Contract Amendment 5 will continue the on-going provision of project construction compliance activities, consisting of construction oversight, administration, quality assurance monitoring and auditing, technical support, and general support services. The OA, in concert with the CITY's Project Manager and assigned staff, will provide construction oversight services as defined below. The OA will assist the CITY with the construction and commissioning (if any) phases of the Blue River Biosolids Facility Project that occur during the period covered by Contract Amendment 5. Construction Oversight Team (COT) members from the OA will be supplemented with CITY personnel in designated positions, as defined herein with the associated roles and responsibilities. All field and office-related activities during the DB Construction and Commissioning Phase will be coordinated through the COT. The OA team will also provide supplemental technical services, in addition to COT related tasks, as defined under Task Series 800 below.

The level of effort defined for the various tasks herein assumes approval of Contract Amendment 5 effective January 1, 2023, with the efforts herein defined through June 30, 2023. Work by the OA beyond June 30, 2023 will be authorized by an Optional Services authorization, or subsequent Contract Amendment, if desired by the CITY.

TASK 801 - Construction Management and Resident Project Representatives

NOTE: The level of effort for the various tasks defined under Task 801 herein are intended to represent the assigned on-site OA staff, specifically efforts by the OA Construction Manager (OACM) and OA Resident Project Representative(s) (OA RPRs), as defined below. The OACM and CITY'S Project Manager will serve as lead management oversight for all tasks defined within Task 801.

Construction Manager (CM). The OA will provide a full-time OACM to oversee all field activities for the COT through completion of acceptance testing, providing acceptance testing is completed within the time period covered by Contract Amendment 5 or any subsequent Contract Amendments that extend the OA contract. Following completion of acceptance testing, the OACM may become a parttime position, with level of effort adjusted to meet agreed project needs and budget. The OACM will be the central liaison for communication between the COT and the DB Team's Construction Manager. The level of effort for this task assumes up to 1.0 full time equivalent (FTE) based on 40 hours per week over the period covered by Contract Amendment 5.

Resident Project Representative(s) (RPR). The OA will provide RPR's to assist with field activities oversight for the COT. The RPR(s) will be the central agent for communication between the Auditors, and Discipline Engineers. The level of effort for this task assumes up to three (3) FTE during the period covered by Contract Amendment 5. The number of RPRs may vary during this period to meet project oversight and budgetary requirements.

TASK 802 - Document Management, Auditors, Discipline Engineers and Field Office Administration Support

The OA will provide the following positions and activities to support Construction Management during the period covered by Contract Amendment 5:

Construction Auditors and Discipline Engineers. The OA will provide Construction Auditors and Discipline Engineers, on an as needed basis to augment the RPRs, to audit DB team quality inspections and conduct Quality Control activities related to work in progress, review DB team submittals, verify progress payment requests, and perform other duties as assigned. The specific Construction Auditors and Discipline Engineers

assigned will vary through the construction program and will be assigned by the OA to augment the COT based on the specific construction activities taking place. The Construction Auditors will perform their duties on-site. Discipline Engineers will perform their work on site, as needed, but will also serve as off-site "reach back" resources, as needed. Over the period covered by Contract Amendment 5 it is estimated that up to 0.5 FTEs will be required to support Construction Auditing and Discipline Engineers services.

Document Management/ Administrative Support Specialist. The OA will provide a Document Management/ Administrative Support Specialist on-site to manage records and provide administrative assistance to the COT. This position will make entries into eBuilder, maintain ProjectWise folders for collaboration, and will help manage, track, and coordinate construction documents and workflows. It is estimated that an average of up to 1.0 FTE will be required for this task, however the level of effort for this role may be reduced to twenty (20) hours per week once construction reaches 75 percent completion, based on project needs and budget.

The OA will complete the following document management activities:

1. Utilize the CITY's document management and tracking system for the Project.
2. Review and approve DB-related templates and monitor usage.
3. Coordinate with CITY document managers on flow of information.
4. OA will follow procedures for the logging and tracking of relevant correspondence and documents. OA will assist the CITY in monitoring outstanding decisions, approvals or responses.

Assumptions: It is assumed that OA will use CITY's e-Builder system.

TASK 803 – Meetings

The OA will participate in various meetings with the DB and the CITY that occur during the period covered by Contract Amendment 5. These may include the following:

1. Coordinate and participate in up to 26 weekly Design Review and/or Construction Coordination Meetings and review and comment on DB-prepared meeting records. The OA will have up to two (2) OA Team members attend via Microsoft Teams weekly as needed depending on the technical meeting topic identified in advance.
2. Participate in up to four (4) Operational Change Control Plan (OCCP) Coordination Meetings and review and comment on DB-prepared meeting records. The OA will have up to two (2) OA Team attend via Microsoft Teams.
3. Participate in up to two (2) two-hour Electrical, Instrumentation, and Controls (EI&C) Coordination Meetings. The OA will have up to two (2) OA Team members attend via Microsoft Teams.
4. Attend routine Safety Meetings conducted by the DB. The OA will participate with on-site personnel.
5. Attend and prepare for Miscellaneous Workshops/Meetings conducted by the DB. The OA will have up to three (3) OA Team members attend via Microsoft Teams. These workshops and meeting include the follow:
    a. Up to two (2) Criticality Workshops – Heating, Ventilation and Air Conditioning (HVAC), Structures and Electrical Assets.
    b. Up to two (2) Maintenance Workshops.
    c. Up to two (2) Sequence of Operations Meetings or Commissioning Meetings.

6. Attend up to two (2) miscellaneous one- (1-) hour meetings with the CITY and/or the DB on the CITY's behalf. The OA will have up to three (3) OA Team members attend via Microsoft Teams.

Assumptions: It is assumed that all meetings will be attended only by assigned on-site personnel, unless otherwise noted above. Travel will be limited to no more than two(2) individual trips for meetings.

TASK 804 - Reports

The OA will complete the following activities that occur within the period covered by Contract Amendment 5:

1. Review and comment on the DB's monthly construction status reports that summarize the previous month's construction activities, include a schedule of the planned versus actual work completed, summaries of change orders and claims, and a cost summary of budgets and expenditures for construction. The DB's report shall include Change Orders issued, pending change orders, anticipated change orders and change order amounts. This report shall be provided to the CITY with comments.
2. Review payment application.
3. Confirm comments addressed in revised report or subsequent report(s).

Assumptions: It is assumed that all meetings related to reports and not covered in Task 803, will be attended only by assigned on-site personnel. The level of effort for this task assumes up to twelve (12) hours per month over the period covered by Contract Amendment 5.

TASK 805 - Shop Drawing, O&M, and Submittal Review and Oversight

The OA will complete the following activities that occur within the period covered by Contract Amendment 5:

1. Confirm that DB submits and processes shop drawings and submittals, including construction survey information, as required by the Contract Documents.
2. Review shop drawings and submittals for general conformance with the Contract Documents. (NOTE: The OA will provide detailed technical reviews for key equipment and components and will provide oversight review for information purposes for the balance of submittals per the assumptions listed herein).
3. Review product data and samples submitted by the DB for compliance with the contract documents.
4. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
5. Confirm that the final submittal conforms to the Contract Documents, including amendments.
6. The OA will administer, monitor, and document the shop drawing process with the DB Team. The OA will provide technical review for selected submittals.

Assumptions: It is assumed that all meetings related to this task will be attended only by assigned on-site personnel, unless otherwise noted above or in Task 803. The level of effort associated with this task is up to three (3) OA staff using four (4) hours per week for the duration of Contract Amendment 5.

TASK 806 - Request for Information (RFI) Review and Oversight

The OA will complete the following activities that occur within the period covered by Contract Amendment 5:

1. Review and audit RFI requests for conformance with the Contract Documents.

2. Review responses, comments, and clarifications as provided by CITY. (NOTE: The OA will provide detailed technical reviews for key equipment and component related items and will provide oversight review for information purposes for the balance of RFIs per the assumptions listed herein).
3. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
4. Verify that the final RFI responses conform to the requirements of the Contract Documents, including amendments.
5. Receive from the DB Team all applicable submittals CITY, along with applicable RFIs, as directed by CITY. The OA will initially screen these applicable RFIs and return incomplete or inappropriate RFIs to the DB Team for correction and re-submittal. The OA will work with CITY to assign applicable RFIs to appropriate parties for review. The OA will coordinate reviews of DB Team's shop drawings, samples, and other submittals with the reviewers for the applicable submittals in order to maintain the overall review schedule. The OA will continually track the status of all RFIs.
6. Review all applicable RFIs and provide responses to the DB accordingly. This effort will include coordination with Discipline Engineers and office support staff as appropriate. The OA field personnel will coordinate with the office engineering support staff for additional technical reviews of the applicable RFIs, as needed.

Assumptions: It is assumed that all meetings will be attended virtually by off-site or in-person by on-site personnel, unless otherwise noted above or in Task 803. This task assumes that the CITY's staff, as managed by the CITY's PM, are providing responses for the applicable RFIs. The level of effort for this task assumes up to five (5) applicable RFIs, each requiring up to four (4) hours for processing and tracking, and up to 8 hours for responding to each RFI.

TASK 807 - Contract Change Management

The OA will complete the following activities that occur within the period covered by Contract Amendment 5:

1. The OACM or his designee will attend change management-related meetings, and provide recommendations to the CITY, as requested.
2. Maintain a Project Requirements document that summarizes required Project deliverables and activities for Construction Phase services, as outlined in the Design-Build Agreement and amendments.
3. Review and monitor OA and vendor agreements with the DB for conformance to Contract Documents and achievement of requirements specified therein. Report any discrepancies to CITY and DB for resolution.
4. Monitor and formally track achievement of Project Requirements as the work progresses. For each formal deliverable (e.g., Quality Plan and updates), review for conformance with established DB scope of work, and report findings to CITY. As part of the monthly progress report, OA reports on Project Requirement status to both CITY and DB.
5. Potential Changes include:
    a. Differing Site Conditions.
    b. Field Orders.
    c. Work Change Directives.
    d. Change Orders.
    e. Supplemental Design Instruction.

6. OA will assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle OA to additional compensation for the design services.
7. OA will receive and review the DB's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the DB's proposal. OA will assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and DB.
8. Review of DB's Requested Changes:
    a. OA will review DB -requested changes to the contract for construction. OA will make recommendations to the CITY regarding the acceptability of the DB's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, OA will prepare final change order documents.
    b. Design and engineering services of OA to review DB initiated changes and to prepare drawings and specifications for issuance to the DB shall be considered as Optional Services.
9. Change Order Reports: OA will provide periodic reports to the CITY about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.
10. The OA will work with CITY and DB to identify potential changes, mitigate, if possible, determine appropriate change procedure, evaluate DB's basis for proposed price and schedule adjustment, negotiate changes to the Contract Documents, and recommend change action to the CITY. The OA will maintain regular communication with the DB and COT to identify and manage potential changes early.

Assumptions: It is assumed that the above activities will be performed by assigned on-site personnel, unless otherwise noted above.

TASK 808 - Materials and Payment Processing

The OA will complete the following activities that occur within the period covered by Contract Amendment 5:

1. Review materials and manufacturers, as directed by CITY.
2. Audit stored materials to confirm type and quantities.
3. Audit the DB's daily reports. The OA will provide full-time surveillance of construction operations for assessment of compliance with Contract and Quality Management Procedure requirements. The OA will provide daily logs of observations and photos to document observations, and detailed logs of DB Team personnel and equipment for Work Change Directive activities.
4. Review the construction photos that are submitted as part of the DB's reports.
5. Process Applications for Payment, including review, verification, and processing of the application. All work claimed on the application will be verified in the field, and amounts checked against the approved Schedule of Values. The OA will recommend payment to the CITY.

Assumptions: It is assumed that all meetings will be attended only by assigned on-site personnel, unless otherwise noted above or in Task 803. The level of effort for this task assumes that on-site personnel will review up to six (6) Applications for Payment, which will also require up to four (4) hours of effort each from off-site personnel to review, verify, and request clarifications.

TASK 809 - Quality Assurance (QA)

The OA will complete the following activities that occur within the period covered by Contract Amendment 5:

1. Review and verify implementation of QA processes and procedures by DB, in accordance with latest version of DB's approved Construction, Project Management, and Quality Plans and established requirements of the Design-Build Agreement.
2. Review and audit the field testing and inspection reports. The OA will formally document any identified issues and/or concerns, and subsequently review and coordinate resolution with the CITY.
3. Responsible for identifying any special inspections required by CITY and the DB. The OA will review and audit all special inspections, as directed by CITY.
4. Review and observe daily construction activities and complete field reports summarizing work, observations, weather conditions, construction staff, and other information for the Project Record.
5. Participate in manufacturer witness testing, per Task 810.
6. Review material testing reports submitted by the DB, including concrete, soil, pavement, and grout.
7. Review all Nonconformance Reports (NCR) issued by the DB.
8. Coordinate with the DB and CITY to develop Corrective Action Plans for all NCRs.
9. Review all samples and test specimen reports provided by the DB.
10. Monitor and audit CITY's performance of established quality management procedures.
11. Conduct QA audits of Project elements requiring specialty inspection and/or certification including but not limited to structural backfill, rebar, shoring, welding, coatings, and grout. (NOTE: special inspections will be audits only to confirm CITY's ongoing specialty inspections).
12. Attend and participate in quarterly quality management meetings to discuss improvements and refinements to quality management practices and procedures that should be implemented by CITY.
13. Provide ongoing coordination with appointed CITY quality management personnel.
14. Provide field observation services to review and oversee CITY's inspection and QA/QC of the Work for conformance with the Contract Documents. Services shall be coordinated with CITY staff and shall rely on CITY performing primary QA and QC activities in accordance with the Design-Build Agreement and approved Quality Management Plan.
15. Provide periodic checks of Project As-built/Record Drawings relative to work completion and approved changes.
16. Provide periodic checks of CITY's building information model (BIM) model and record drawings relative to as-constructed Work.

Assumptions: It is assumed that the above activities will be performed by assigned on-site personnel, unless otherwise noted above.

TASK 810 - Owner's Verification Testing and Observation

The OA will perform the following activities that occur within the period covered by Contract Amendment 5:

1. Perform audits of DB construction and issue NCR, as needed, and submit to CITY.
2. Review DB's Corrective Action Plan for NCRs.
3. Responsible for developing and implementing Owner-directed testing program in coordination with the DB.
4. Audit DB's field testing and inspections.
5. Audit DB's geotechnical testing.

6. Audit shop inspection and witness testing.
7. Audit materials testing reports submitted by DB (concrete, soil, pavement, grout).
8. Provide special inspections as directed by the CITY, including 3rd party verification testing of materials.

Assumptions: Assumes OA will prepare up to five (5) NCRs. OA will attend key witness testing to represent CITY for up to two trips for up to three (3) days total and will provide associated trip reports to the CITY.

TASK 811 - Construction Schedule

The OA will perform the following activities that occur within the period covered by Contract Amendment 5:

1. Review DB's baseline Critical Path Construction Schedule and provide comments to CITY. Meet with DB and CITY to review, discuss, and finalize any modifications to the schedule.
2. Review the DB's 5-week look ahead schedule and provide comments to CITY.
3. Review DB Work Plan and schedule.
4. Review DB's submittal schedule and provide comments to CITY.
5. Review/monitor schedule progress during construction. Monitor achievement of contractual schedule requirements including milestones and schedule performance metrics. Evaluate schedule adjustments for changes and other conditions.
6. Report any discrepancies relative to work in the field to the CITY.
7. Review DB's Recovery Schedule and provide comments at CITY's request.
8. Review DB's Notification of Delay.
9. Attend associated workshops and review documentation.
10. Review and comment on updates to Project Schedule.
11. Provide monthly report on findings and recommendations from evaluating and tracking CITY's schedule.

Assumptions: The above activities will be performed by the assigned on-site personnel with up to two (2) hours per month assistance by OA Project Controls staff.

TASK 812 – Safety

The OA will perform the following activities that occur within the period covered by Contract Amendment 5:

1. Review incident reports from the DB.
2. The OA will check the DB's insurance compliance documents.

Assumptions: The above activities will be performed by the assigned on-site personnel, unless otherwise noted above. Time for this task is captured in Tasks 801 and 802.

TASK 813 - Contract Closeout

Task not included in the portion of the Construction and Commissioning Phase covered by Contract Amendment 5.

TASK 814 - Surveying

Scope for this task was previously defined and authorized under Amendment 3 and is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this task is being reallocated to other tasks within Task Series 800. If desired, the City may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK 815 - Equipment Testing and Training

Scope for this task previously defined and authorized under Amendment 4 is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this task is being reallocated to other tasks within Task Series 800. If desired, the CITY may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK 816 - Mobilization/Demobilization

This is a future Task that is not included in the portion of the Construction and Commissioning Phase covered by Contract Amendment 5.

TASK 817 - Design Conformance Review and Owner Requested Technical Support

The OA will perform the following services that occur within the period covered by Contract Amendment 5:

OA will participate virtually in weekly design meetings with the DB that occur within the period covered by this Contract Amendment 5 and provide design review comments to the CITY regarding compliance with the Contract Documents.

Assumptions: The level of effort for this task assumes a total of 30 hours for off-site subject matter experts to review and provide comments. This includes OA's participation in up to two (2) virtual technical meetings for up to two (2) off-site discipline engineers to resolve conformance issues. Additional technical assistance, travel to site, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.

TASK 818 - Risk Management Services

Scope for this Task previously defined and authorized under Contract Amendments 3 and 4 is deleted, and is replaced with the Scope shown below. Budget in excess of that required to perform the revised Scope for this Task as defined below is being reallocated to other tasks within Task Series 800. Within the budget retained for this task, the OA will perform the following services that occur within the period covered by Contract Amendment 5:

OA will provide up to one (1) semi-annual review of the Owner's Project Risk Register and review changes with CITY, as requested.

The level of effort for this task assumes total of up to one (1) virtual risk meetings (via Microsoft Teams) to review and update registers with CITY input.

TASK 819 - Operation and Maintenance Support

Scope for this Task previously defined and authorized under Optional Services 9 is hereby deleted as part of Contract Amendment 5. The unused portion of the budget previously assigned to this Task is being reallocated to other tasks within Task Series 800. If desired, the CITY may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK SERIES 900 - Engineering Services During Design and Construction

Scope for Task Series 900 was authorized under Amendment 3. The OA will continue advancing work under Task Series 900 as requested and funded under Amendment 3 that occur within the period covered by Contract Amendment 5, except for the following Tasks:

TASK 901 – Quality Assurance for Fats, Oils, and Grease (FOG) and Septage Receiving Stations Design

Scope for this task previously defined and authorized under Amendment 3 is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this task is being reallocated to other tasks within Task Series 800. If desired, the City may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK 902 - Preliminary Design for a Biogas Public Private Partnership (P3)

Scope for this Task previously defined and authorized under Amendment 3 and Optional Services Authorization 9 has either been completed or is hereby deleted as part of Contract Amendment 5, and is replaced with the Scope of Services shown below. The remaining budget previously assigned to this Task is being reallocated to other Tasks within Task Series 800. If desired, the CITY may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

Objective: The purpose of this task is to support CITY efforts to procure a Design-Build-Finance-Operate-Maintain (DBFOM) entity between the CITY and a biogas vendor related to beneficial use of digester biogas.

Meetings and Technical Analysis. OA will participate in up to four (4) two-hour meetings via Microsoft Teams with CITY related to reviewing DBFOM proposals. In addition, OA will provide technical support work in preparing for meetings and assisting with technical analyses.

Proposal Phase Support. CITY may conduct individual interviews of all of the shortlisted respondents following the proposal submittal. These interviews would be focused on the proposed project team and its approach to project implementation. If conducted, CITY will virtually participate in up to two (2) post-proposal interviews, each lasting up to two (2) hours. Up to three (3) members of the OA team may participate in the interviews. The OA shall assist CITY in preparing for these interviews, will participate in each of the interviews in an advisory capacity, and will prepare a confidential memorandum on behalf of CITY summarizing the OA's comments about each of the interviews, if requested.

It is anticipated that CITY will lead and perform DBFOM selection activities. The OA will submit a recommendation on each proposal with regards to compliance with the RFP, technical approaches, proposed operational terms and conditions, risks, and financial models. This recommendation will be based upon a review of the technical and price proposals for conformance with minimum RFP requirements to establish responsiveness and will not be a subjective evaluation of the individual proposals against one another. It is assumed that additional support or participation in the selection process from the OA beyond the task components listed above is not required. If CITY requires a justification memorandum to support its selection (e.g., best anticipated value), the OA, at the request of CITY, will provide support information developed in previous subtasks to CITY for inclusion in its recommendation documentation, but will not write or provide direct input into the justification memorandum.

If requested, the OA will support CITY's evaluation of up to two (2) submitted proposals in accordance with the RFP and evaluate business case analyses of compliant proposals. OA will provide a memorandum listing compliant proposals and business case evaluation results that addresses:

- Project technical approach
- Project management approach
- Sustainability benefits
- Risk management evaluation
- Business case financial evaluation with and without the addition of FOG treatment

Additionally, OA will review any requested modifications to the DBFOM Agreement. It is anticipated that CITY will conduct contract negotiations with the selected DBFOM contractor. The OA will provide support to CITY in its review of documents for basic compliance with established requirements. OA will also participate in up to three (3) virtual two-hour CITY pre-negotiation strategy meetings. OA will provide CITY with cost review as needed up to the level of effort assumed in the accompanying Fee Spreadsheet in Optional Services Request 9. It is anticipated that there will be up to three (3) two-hour contract negotiation meetings. OA shall prepare a memorandum summarizing each of the meetings.

Deliverables:

- Confidential summary memoranda from any pre-proposal proprietary meetings and post-proposal interviews
- Memorandum recommending compliant proposals and summary of business case evaluations
- Summary compliance deviations list
- Contract negotiation meeting summaries

Meetings:

- OA will attend up to two (2) two-hour virtual post-proposal interviews with DBFOM teams.
- OA will facilitate one (1) three-hour proposal evaluation workshop to establish the findings of the Proposal evaluation.
- Additionally, OA may attend up to three (3) two-hour contract negotiation meetings.

City Responsibilities

CITY will solely determine the final form and content of its contract that is to be issued as part of the Biogas Beneficial Applications Project RFP. CITY will be responsible for the accomplishment of the following items listed below:

- Timely review of draft deliverables.
- Timely scheduling and participation in meetings and conference calls.
- Providing timely input and direction to OA regarding the development of the draft contract.
- Development of the Final Contract following submittal of the draft contract by the OA.

Assumptions:

- Beneficial Biogas Applications Project will be delivered as a DBFOM contract.
- OA services to assist CITY procure a RIN broker or any other parties to the Beneficial Biogas Applications Project outside of the DBFOM will require approval of additional optional services by CITY
- RFP will be based on biogas utilization and allow for one alternative to include FOG treatment.

TASK 903 - Envision™ Services

Scope for this Task previously defined and authorized under Contract Amendment 3 is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this Task is being reallocated to other tasks within Task Series 800. If desired, the CITY may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK 904 - THP Installation Tours

Scope for this Task previously defined and authorized under Contract Amendment 3 is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this Task is being reallocated to other tasks within Task Series 800. If desired, the CITY may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK 905 - Development of Standard Design Build Contract

Scope for this Task previously defined and authorized under Contract Amendment 3 is hereby deleted as part of Contract Amendment 5. Budget in excess of that required to perform the Scope for this Task as defined below is being reallocated to other tasks within Task Series 800. Within the budget retained for this Task, the OA will perform the following services that occur within the period covered by Contract Amendment 5:

The OA will conduct up to two (2) two-hour meetings with CITY Management to review the proposed draft contract, and up to two (2) two-hour meetings to review the revised final draft contract. The OA will also conduct up to two (2) two-hour meetings with the CITY Attorney's office or legal representatives regarding the draft contract and the CITY Attorney's his review comments. The level of effort assumed for this task on the part of the National DB Legal OA (through the OA's subcontract) is up to 80 hours. Additional effort, if required, will be authorized by an approved Optional Services Authorization or by an approved Contract Amendment.

Deliverables:

- Final Fixed Price Design Build Contract with two options (Facilities and Collection Systems).
- Final General Conditions.

Assumptions: Blue River Biosolids Facility General Conditions and DB Contract will be used as the basis for these documents.

TASK 907 - Quality Assurance for Snails Project Odor Control Air Piping System Curve

Scope for this task previously defined and authorized under Amendment 3 is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this task is being reallocated to other tasks within Task Series 800. If desired, the C**ITY** may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

TASK 908 - “Smart” BIM Assistance

Scope for this task previously defined and authorized under Amendment 3 is hereby deleted as part of Contract Amendment 5. The remaining budget previously assigned to this task is being reallocated to other tasks within Task Series 800. If desired, the CITY may elect to add this deleted Scope and appropriate budget monies to a future Contract Amendment or approved Optional Services authorization.

OPTIONAL SERVICES

POTENTIAL OPTIONAL SERVICES TASK A: Extended OA, Construction Oversight, Public Relations, Commissioning and O&M Support Services.

POTENTIAL OPTIONAL SERVICES TASK B: OA Expert Witness Services, Formal Dispute Resolution, or Litigation Assistance.

POTENTIAL OPTIONAL SERVICES TASK C: Combined Heat and Power (CHP) System Design Services.

POTENTIAL OPTIONAL SERVICES TASK D: Public outreach services and project website maintenance.

POTENTIAL OPTIONAL SERVICES TASK E: Other Potential Optional Services Items as Identified in the Base Contract and/or Previous Contract Amendments Deemed Necessary by the CITY.

EXHIBIT B1-1
OA RATE SCHEDULE
Amendment No 5

PROJECT TITLE: KCMO Blue River Solids Improvements
PROJECT NO. 11168A.60

Labor Category		Hr. Rate Range
Prj Direct	Wayne Miller	$114 - $140
Prj Manager	Lynn Norton	$94 - $121
Task Manager	Estell Johnson	$79 - $105
Construction Manager	Bill Brennan	$76 - $101
Deputy Project Manager / Proj. Controls	Hannah Fodor	$58 - $78
Senior RPR	Wes Guier	$54 - $87
RPR I	To be Determined	$34 - $54
Operations Specialist II	Steve Walker	$79 - $95
Operations Specialist I	TBD	$65 - $80
Technical Manager	Dave Pier	$80 - $100
Senior Advisor	John Fraser, Scott Vanier, Becky Luna, Kyle Rhorer	$100 - $130
Senior Advisor	Julian Sandino, Bruce Allman	$125 - $157
Electrical Senior Advisor	Shaun Blair	$112 - $141
THP Lead	Peter Burrowes	$92 - $116
Chief Technologist	Rudy Kilian	$92 - $115
I&C Lead	Rajeev Srivastava	$86 - $110
Senior Technologist	Toshio Shimada, Sheehan	$82 - $104
Professional	Adrian Romero Flores	$72 - $96
Assist Prof II	Busch, Leaf, Tait, Turner, Dougherty	$40 - $74
Jr. Professional	TBD	$42 - $60
Asst. Prof I	Sidney Cypress-McLean	$36 - $48
Auditor II	TBD	$41 - $53
BIM Mgr Sr Tech	Brad Schroeder	$53 - $69
Senior Technician III	Quinton Robertson	$32 - $63
PMIS Coordinator	Dan Baker	$89 - 114
Senior Technician V	Brian Crossley	$54 - $74
Risk Manager	Erica Corbett	$69 - $92
Cost Est Lead	Jason Rozgony	$86 - $109
Cost Estimators	TBD	$77 - $98
Admin Asst.	Sara McPail	$18 - $37
Public Outreach Lead	Gina Boucher / Erin Barham	$43 - $57
Public Outreach Assist	Kaley Wells	$31 - $42
Video Documentation Tech	TBD	$43 - $57
Envision Lead	Elizabeth Bradford	$62 - $103
Sr Professional	Dan Hegwald	$79 - $108
Asst.Prof II	Beverly Sanders	$63 - $74
Technician II	Javan Reynolds	$31 - $37
Professional	Steve Wehrspann	$74 - $96
Accounting		$10 - $34
Admin		$45 - $60
Legal Consultant	Mike Loulakis	$170 - $203
Site/Civil/Survey PM	TBD	$64 - $83
Prof Land Surveyor	TBD	$44 - $57
Survey Party Chief	TBD	$37 - $48
Survey Crew	TBD	$55 - $72
Sr Technician II	TBD	$29 - $38
Struct Lead	Raymond Ortuagu	$46 - $65
Auditor I	TBD	$35 - $53
Senior Engineer	Ken Diehl, Ted Wilson	$42 - $61
Engineer	TBD	$35 - $53
Sr. Technician I	TBD	$25 - $41
Technician I	TBD	$23 - $39
Project Support/ Admin	TBD	$14 - $28
Arch Lead	Julie Wellner	$66 - $86
Arch Prof	Ken Plautz	$58 - $75
Doc. Contr Manager / Project Admin	TBD	$28 - $45
Senior Technician IV	TBD	$51 - $66
Technician III	TBD	$43 - $57
RPR II	Kevin McCurdy	$46 - $65

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: CH2M Hill – Jacobs, Estell Johnson Email: Estell.Johnson@jacobs.com	Address: 2300 Main Street, Suite 325, Kansas City, MO 64108 Phone: 316-573-7955 Fax:
2.	Name: Custom Engineering, Inc. – Joseph T. Davis Email: jtdavis@customengr.com	Address: 12760 E 40 Highway, Independence, MO 64055 Phone: 816-350-1473 Fax:
3.	Name: Parson and Associates, – Robert "Jason" Parson Email: Jason@parsonkc.com	Address: 1518 E. 18th Street, Kansas City, MO 64108 Phone: 816-216-6571 Fax:
4.	Name: Taliaferro & Browne, Inc. – Leonard J. Graham Email: lgraham@tb-engr.com	Address: 1020 E. 8th Street, Kansas City, MO 64106 Phone: 816-283-3456 Fax:
5.	Name: TSi Geotechnical – Denise B. Hervey Email: BRobben@tsigeotech.com	Address: 8248 NW 101st Terrace #5, Kansas City, MO 64153 Phone: 816-599-7965 Fax:
6.	Name: TREKK Design Group – Justin Likes Email: jlikes@trekkdesigngroup.com	Address: 1411 E 104th St., Kansas City, MO 64131 Phone: 816-874-4655 Fax:
7.	Name: Wellner Architects, Inc. – Julie Wellner Email: jwellner@wellner.com	Address: 802 Broadway, 4th Floor, Kansas City, MO 64105 Phone: 816-221-0017 Fax:
8.	Name: 3T Design and Development, LLC – Ruth Turner Email: ruth@3t-development.com	Address: 1838-B E 78th St., Kansas City, MO 64132 Phone: 816-516-5977 Fax:
9.	Name: Premier Engineering, Consultants, LLC – Raymond Okuagu Email: rokuagu@preengcon.com	Address: 7427 Troost Avenue Kansas City Missouri 64131 Phone: 816-444-4137 Fax: 816-444-5201
10.	Name: Capital Project Strategies, LLC – Michael Loulakis Email: mloulakis@cp-strategies.com	Address: 11710 Plaza America Drive, Suite 2000, Reston, VA 20190 Phone: 703-871-5079 Fax:
11.	Name: McCurdy Engineers, LLC – Amy L. McCurdy Email: kmccurdy@mccurdyengineers.com	Address: 9613 W 123rd St., Overland Park, KS 66213 Phone: 913-558-8963 Fax:
12.	Name: Red Rocks Advisors, LLC – Eric Sanderson Email: ejs@redrockadvisors.com	Address: P.O. Box 26865, Phoenix, AZ 85068 Phone: 800-211-7944 Fax:
13.	Name: KC Testing & Engineering, LLC – Elisabeth DeCoursey Email: elisabeth.decoursey@kctesting.com	Address: 1141 Southwest Boulevard, Kansas City, KS 66103 Phone: 913-321-8100 Fax:
14.	Name: Alliance Analytical Services – Mike Pearson Email: Michael.Pearson@AllianceTG.com	Address: 5530 Marshall Street, Arvada, CO 80002 Phone: 720-4579512 Fax:

Contractor – Company Name: Carollo Engineers, Inc.
Submitted By: Lynn Norton
Title: Vice President

Telephone No.: 760-861-1340
Fax No.:
E-mail: lnorton@carollo.com
Date: December 1, 2022

Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

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

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

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

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

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 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 Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

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

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

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

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

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DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 6
CONTRACT NO. 1394 PROJECT NO. 81000821
BLUE RIVER WWTP BIOSOLIDS FACILITY
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77; and

WHEREAS, City has previously entered into a no-cost Amendment No. 1 dated August 13, 2019 to redistribute funds within the project, a $2,220,000.00 Amendment No. 2 dated November 20, 2019, a $5,170,000.00 Amendment No. 3 dated January 6, 2021, and a $2,711,325.00 Amendment No. 4 dated February 14, 2022; and a no-cost Amendment No. 5 dated April 26, 2023 and

WHEREAS, the City desires to execute Amendment No. 6, in the amount of $2,501,190.00 for the total contract amount of $18,930,417.77 and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 6th Amendment, City and Design Professional agree as follows:

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

A. Add the following attachments:
- a. Under Attachment A, Scope of Services, add Attachment A6, Amended Scope of Services.
- b. Under Attachment C, Engineering Fee Summary and Schedule of Position Classifications, add Attachment C6.

B. Delete and replace the following attachments/section:
- a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

A. The maximum amount that City shall pay Design Professional under this Agreement is $18,930,417.77, as follows:

1. $9,450,283.21, for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel

for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G.** A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C1, C2, C3, C4, C5, and C6**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C, C1, C2, C3, C4, C5, and C6**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $9,321,956.96. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area and public outreach materials. Subcontractors' office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $158,177.53 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachments C, C1, C2, C3, C4, C5, and C6.** The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City may revise the Design Professional's Basic Services defined in **Attachments A, A1, A2, A3, A4, A5, and A6** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A1, A2, A3, A4, A5, and A6** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments A, A1, A2, A3, A4, A5, and A6**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

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

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

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

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

Date: 6/28/2023

By: DocuSigned by: Lynn Norton DB997A5E7B8F44F... Lynn Norton

Title: Vice President/ Sr. Program Manager

Date: 6/21/2023

By: Becky J. L...

Title: Senior Vice President

KANSAS CITY, MISSOURI

Date: 7/10/2023

By: DocuSigned by: Jeff Martin 756D1017BA554BC...

Title: Chief Engineering Officer

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by: Eric Clevenger 18F59B5A8EE444E... 7/24/2023

Director of Finance (Date)

Attachment A6

Blue River Biosolids Facility

Contract Amendment 6 Scope of Services

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Attachment A5. Amended Scope of Services

Blue River Biosolids Facility Project

Contract Amendment 6 Scope of Services

Contract Amendment 6 Milestones

Task Series 100, 500, 800, and 900 shall be completed within 2,093 calendar days (through April 30, 2024) following the City of Kansas City, Missouri (CITY) issuance of Notice to Proceed (NTP) to the Design Professional also referred to herein as Owner's Advisor (OA)[1] and upon approval and execution of Contract Amendment 6, effective July 1, 2023.

General Assumptions:

1. The OA assumes that the levels of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment 6 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the construction work and corresponding workload and may vary from the level of effort planned and budgeted. The OA will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The OA will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional Construction Phase Services budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.
2. The OA assumes that the Design-Build (DB) Baseline Schedule submitted by the DB Team selected by the CITY for this project will be completed as planned. Although the budget initially developed and approved for the OA's services was based on Final Completion of the project August 19, 2024, as indicated in the Selected DB's proposal, the OA understands that contractual Final Completion is currently February 22, 2025 (per Change Order 9). This amendment is intended to cover the OA's services through April 30, 2024, based on the agreed level of effort expressed in the fee spreadsheet accompanying this Scope of Services. OA services beyond April 30, 2024 will result in additional effort for which the OA will be compensated via Optional Services and/or Contract Amendment.
3. The OA assumes that a contract amendment or Optional Services authorization will be approved to cover the duration of the construction and commissioning phases of the Project should these phases extend beyond April 30, 2024. The amendment, if necessary, will be approved in advance to provide continuity on the Project and minimize interruptions to OA services.
4. The period covered by Contract Amendment 6 commences effective July 1, 2023, and continues through April 30, 2024.

Note: OA expert witness services, formal dispute resolution, or litigation assistance are not included in this Scope of Services but will be provided by the OA as an approved Optional Service and/or Contract Amendment, if required and authorized in writing.

[1] Design Professional (DP) NTP was issued on August 17, 2018.

TASK SERIES 100 - Project Management

OA shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105-Kick Off Meeting) as required for the period covered by Contract Amendment 6, July 1, 2023 through April 30, 2024. Activities under this task include up to 10 additional Monthly Progress Reports, Monthly Invoices, OA schedule revisions, Earned Value estimates, and up to (80) Weekly Management Meetings. It includes continuation of OA Subcontract oversight, administration, Quality Control, and work planning updates; and M/WBE tracking, utilization planning, and reporting, as required. It also includes an update to the OA projection of costs through the period covered by this Contract Amendment 6.

OA Project Manager/Deputy Project Manager Team (OAPM/DPM). The OA will provide the OA Project Manager (OAPM) for the Blue River Biosolids Facility Project, who will provide general oversight and management to the OA team. The OAPM will delegate to, provide management oversight, and/or share duties with the Deputy PM (DPM) as needed in order to meet project needs encompassed by this Scope of Services. The OAPM shall also provide overall OA team, resources, subcontract, and contract management throughout the period covered by this Contract Amendment 6.

For Task Series 800 support, the OAPM/DPM will manage the OA Construction Manager (OACM), and will participate in internal construction oversight coordination meetings, lead periodic OA coordination meetings, issue OA Task Orders, coordinate and oversee OA Team staffing, and participate in periodic Microsoft Teams status and coordination meetings with the CITY's Project Manager. The OAPM/DPM will assist in establishing and implementing coordination and communication procedures among the OA, CITY, and DB Team. The OAPM/DPM will be the primary point of contract for the CITY's Project Manager. The OAPM/DPM shall be provided on a part-time basis. The combined level of effort assumed for the OAPM/DPM is up to 0.5 full time equivalent (FTEs) for the period covered by this Contract Amendment 6.

Contract Documents. The OA will be familiar with all Contract Documents for the Blue River Biosolids Facility Project. The OA will assist the CITY in enforcing the requirements of the Contract Documents by use of the Notice of Non-Conformance Forms and other tools available in the Contract Documents, based upon the agreed matrix of responsibilities, and as directed by the CITY's Project Manager. The OA will provide interpretations and clarifications of Contract Documents, as requested.

Administration. The OA will support CITY staff in the field with general administrative support. The OA will coordinate with the DB Team to assist with operations of the CITY/OA field office, maintain office supplies, manage supply contracts, verify invoices, and coordinate correspondence. The level of effort for this task is covered under Task Series 800.

Deliverables:

- Monthly Progress Reports.
- Monthly Schedule Updates.
- Monthly Invoices.
- Weekly Management Meetings.
- Work Plan Update (as needed).
- Updated Baseline Schedule.

TASK SERIES 500 - Public Outreach

OA shall continue to provide Public Outreach services as defined in the original contract Scope of Service for Task Series 500 through the period covered by Contract Amendment 6. Activities will include continuing already established outreach efforts such as:

- Monthly aerial videos of the plant site taken using a drone, which will be used to support public outreach efforts during the period covered by this Amendment 6.

Work extended under this amendment will also include additional support on ongoing milestone activities and may include:

- As-needed one-on-one meetings with individual council members.
- Bi-monthly internal newsletters for CITY operations staff.
- E-mail distribution list for project updates.
- DB Envision™ certification application support.

OA shall also continue to assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.
- Research and coordinate opportunities for presentations.

TASK SERIES 800 - Design Build Construction and Commissioning Phase Support

The OA role during the period covered by this Contract Amendment 6 will continue the on-going provision of project construction compliance activities, consisting of construction oversight, administration, quality assurance monitoring and auditing, technical support, and general support services. The OA, in concert with the CITY's Project Manager and assigned staff, will provide construction oversight services as defined below.

The OA will assist the CITY with the construction and commissioning phases of the Blue River Biosolids Facility Project that occur during the period covered by Contract Amendment 6. Construction Oversight Team (COT) members from the OA will be supplemented with CITY personnel in designated positions, as defined herein with the associated roles and responsibilities. All field and office-related activities during the DB Construction and Commissioning Phase will be coordinated through the COT. The OA team will also provide supplemental technical services, in addition to COT related tasks, as defined under Task Series 900 below.

The level of effort defined for the various tasks herein assumes approval of Contract Amendment 6 effective July 1, 2023, with the efforts herein defined through April 30, 2024. Work by the OA beyond April 30, 2024 will be authorized by an Optional Services authorization, or subsequent Contract Amendment, if desired by the CITY.

TASK 801 - Construction Management and Resident Project Representatives

NOTE: The level of effort for the various tasks defined under Task 801 herein are intended to represent the assigned on-site OA staff, specifically efforts by the OA Construction Manager (OACM) and OA Resident Project Representative(s) (OA RPRs), as defined below. The OACM and CITY'S Project Manager will serve as lead management oversight for all tasks defined within Task 801.

Construction Manager (CM). The OA will provide a full-time OACM to oversee all field activities for the COT through completion of acceptance testing, providing acceptance testing is completed within the time period covered by Contract Amendment 6 or any subsequent Contract Amendments that extend the OA contract. Following completion of acceptance testing, the OACM may become a part-time position, with level of effort adjusted to meet agreed project needs and budget. The OACM will be the central liaison for communication between the COT and the DB Team's Construction Manager. The level of effort for this task assumes up to 1.0 FTE based on 40 hours per week over the period covered by Contract Amendment 6.

Resident Project Representative(s) (RPR). The OA will provide RPR's to assist with field activities oversight for the COT. The RPR(s) will be the central agent for communication between the Auditors, and Discipline Engineers. The level of effort for this task assumes up to three (3) FTE during the period covered by Contract Amendment 6. The number of RPRs may vary during this period to meet project oversight and budgetary requirements.

TASK 802 - Document Management, Auditors, Discipline Engineers and Field Office Administration Support

The OA will provide the following positions and activities to support Construction Management during the period covered by Contract Amendment 6:

Construction Auditors and Discipline Engineers. The OA will provide Construction Auditors and Discipline Engineers, on an as needed basis to augment the RPRs, to audit DB team quality inspections and conduct

Quality Control activities related to work in progress, review DB team submittals, verify progress payment requests, and perform other duties as assigned. The specific Construction Auditors and Discipline Engineers assigned will vary through the construction program and will be assigned by the OA to augment the COT based on the specific construction activities taking place. The Construction Auditors will perform their duties on-site. Discipline Engineers will perform their work on site, as needed, but will also serve as off-site "reach back" resources, as needed. Over the period covered by this Amendment 6 it is estimated that up to 0.3 FTEs will be required to support Construction Auditing and Discipline Engineers services.

Document Management/ Administrative Support Specialist. The OA will provide a Document Management/ Administrative Support Specialist on-site to manage records and provide administrative assistance to the COT. This position will make entries into eBuilder, maintain ProjectWise folders for collaboration, and will help manage, track, and coordinate construction documents and workflows. It is estimated that an average of up to 1.0 FTE will be required for this task, however the level of effort for this role may be reduced to twenty (20) hours per week once construction reaches 75 percent completion, based on project needs and budget.

The OA will complete the following document management activities:

1. Utilize the CITY's document management and tracking system for the Project.
2. Review and approve DB-related templates and monitor usage.
3. Coordinate with CITY document managers on flow of information.
4. OA will follow procedures for the logging and tracking of relevant correspondence and documents. OA will assist the CITY in monitoring outstanding decisions, approvals or responses.

Assumptions: It is assumed that OA will use CITY's e-Builder system.

TASK 803 – Meetings

The OA will participate in various meetings with the DB and the CITY that occur during the period covered by Contract Amendment 6. These include the following:

1. Coordinate and participate in up to seventy-eight (78) weekly Design Review and/or Construction Coordination Meetings and review and comment on DB- prepared meeting records. The OA will have up to two (2) OA Team members attend via Microsoft Teams weekly as needed depending on the meeting topic identified in advance.
2. Participate in up to four (4) Operational Change Control Plan (OCCP) Coordination Meetings and will review and comment on DB-prepared meeting records. The OA will have up to two (2) off-site OA Team attend via Microsoft Teams. The on-site OA personnel will participate in all OCCP Coordination Meetings as requested by City.
3. Participate in up to four (4) two-hour Electrical, Instrumentation, and Controls (EI&C) Coordination Meetings. The OA will have up to two (2) OA Team members attend via Microsoft Teams.
4. Attend routine Safety Meetings conducted by the DB. The OA will participate with on-site personnel.
5. Attend and prepare for Miscellaneous Workshops/Meetings conducted by the DB. The OA will have up to three (3) OA Team members attend via Microsoft Teams. These workshops and meeting include the following:
    a. Up to two (2) Criticality Workshops – Heating, Ventilation and Air Conditioning (HVAC), Structures and Electrical Assets.
    b. Up to two (2) Maintenance Workshops.

c. Up to two (2) Sequence of Operations Meetings.

6. Attend up to ten (10) miscellaneous one- (1-) hour meetings with the CITY and/or the DB on the CITY's behalf. The OA will have up to three (3) OA Team members attend via Microsoft Teams.

Assumptions: It is assumed that all meetings will be attended only by assigned on-site personnel, unless otherwise noted above. Travel will be limited to no more than five (5) individual trips for meetings.

TASK 804 - Reports

The OA will complete the following activities that occur within the period covered by Contract Amendment 6:

1. Review and comment on the DB's monthly construction status reports that summarize the previous month's construction activities, include a schedule of the planned versus actual work completed, summaries of change orders and claims, and a cost summary of budgets and expenditures for construction. The DB's report shall include Change Orders issued, pending change orders, anticipated change orders and change order amounts. This report shall be provided to the CITY with comments.
2. Review payment application.
3. Confirm comments addressed in revised report or subsequent report(s).

Assumptions: It is assumed that all meetings related to reports and not covered in Task 803, will be attended only by assigned on-site personnel. The level of effort for this task assumes up to twelve (12) hours per month over the period covered by Contract Amendment 6.

TASK 805 - Shop Drawing, O&M, and Submittal Review and Oversight

The OA will complete the following activities that occur within the period covered by Contract Amendment 6:

1. Confirm that DB submits and processes shop drawings and submittals, including construction survey information, as required by the Contract Documents.
2. Review shop drawings and submittals for general conformance with the Contract Documents. (NOTE: The OA will provide detailed technical reviews for key equipment and components and will provide oversight review for information purposes for the balance of submittals per the assumptions listed herein).
3. Review product data and samples submitted by the DB for compliance with the contract documents.
4. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
5. Confirm that the final submittal conforms to the Contract Documents, including change orders.
6. The OA will administer, monitor, and document the shop drawing process with the DB Team. The OA will provide technical review for selected submittals.

Assumptions: It is assumed that all meetings related to this task will be attended only by assigned on-site personnel, unless otherwise noted above or in Task 803. The level of effort associated with this task is up to three (3) OA staff using four (4) hours per week for the duration of Contract Amendment 6.

TASK 806 - Request for Information (RFI) Review and Oversight

The OA will complete the following activities that occur within the period covered by Contract Amendment 6:

1. Review and audit RFI requests for conformance with the Contract Documents.

2. Review responses, comments, and clarifications as provided by CITY. (NOTE: The OA will provide detailed technical reviews for key equipment and component related items and will provide oversight review for information purposes for the balance of RFIs per the assumptions listed herein).

3. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).

4. Verify that the final RFI responses conform to the requirements of the Contract Documents, including amendments.

5. Receive from the DB Team all applicable submittals CITY, along with applicable RFIs, as directed by CITY. The OA will initially screen these applicable RFIs and return incomplete or inappropriate RFIs to the DB Team for correction and re-submittal. The OA will work with CITY to assign applicable RFIs to appropriate parties for review. The OA will coordinate reviews of DB Team's shop drawings, samples, and other submittals with the reviewers for the applicable submittals in order to maintain the overall review schedule. The OA will continually track the status of all RFIs.

6. Review all applicable RFIs and provide responses to the DB accordingly. This effort will include coordination with Discipline Engineers and office support staff as appropriate. The OA field personnel will coordinate with the office engineering support staff for additional technical reviews of the applicable RFIs, as needed.

Assumptions: It is assumed that all meetings will be attended virtually by off-site or in-person by on-site personnel, unless otherwise noted above or in Task 803. This task assumes that the CITY's staff, as managed by the CITY's PM, are providing responses for the applicable RFIs. The level of effort for this task assumes up to five (5) applicable RFIs, each requiring up to four (4) hours for processing and tracking, and up to four (4) hours for responding to each RFI.

TASK 807 - Contract Change Management

The OA will complete the following activities that occur within the period covered by Contract Amendment 6:

1. The OACM or his designee will attend change management related meetings, and provide recommendations to the CITY, as requested.
2. Maintain a Project Requirements document that summarizes required Project deliverables and activities for Construction Phase services, as outlined in the Design-Build Agreement and amendments.
3. Review and monitor OA and vendor agreements with the DB for conformance to Contract Documents and achievement of requirements specified therein. Report any discrepancies to CITY and DB for resolution.
4. Monitor and formally track achievement of Project Requirements as the work progresses. For each formal deliverable (e.g., Quality Plan and updates), review for conformance with established DB scope of work, and report findings to CITY. As part of the monthly progress report, OA reports on Project Requirement status to both CITY and DB.

5. Potential Changes include:
    a. Differing Site Conditions.
    b. Field Orders.
    c. Work Change Directives.
    d. Change Orders.
    e. Supplemental Design Instruction.
6. OA will assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle OA to additional compensation for the design services.
7. OA will receive and review the DB's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the DB's proposal. OA will assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and DB.
8. Review of DB's Requested Changes:
    a. OA will review DB-requested changes to the contract for construction. OA will make recommendations to the CITY regarding the acceptability of the DB's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, OA will prepare final change order documents.
    b. Design and engineering services of OA to review DB initiated changes and to prepare drawings and specifications for issuance to the DB shall be considered as Optional Services.
9. Change Order Reports: OA will provide periodic reports to the CITY about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.
10. The OA will work with CITY and DB to identify potential changes, mitigate, if possible, determine appropriate change procedure, evaluate DB's basis for proposed price and schedule adjustment, negotiate changes to the Contract Documents, and recommend change action to the CITY. The OA will maintain regular communication with the DB and COT to identify and manage potential changes early.

Assumptions: It is assumed that the above activities will be performed by assigned on-site personnel, unless otherwise noted above.

TASK 808 - Materials and Payment Processing

The OA will complete the following activities that occur within the period covered by Contract Amendment 6:

1. Review materials and manufacturers, as directed by CITY.
2. Audit stored materials to confirm type and quantities.
3. Audit the DB's daily reports. The OA will provide full-time surveillance of construction operations for assessment of compliance with Contract and Quality Management Procedure requirements. The OA will provide daily logs of observations and photos to document observations, and detailed logs of DB Team personnel and equipment for Work Change Directive activities.
4. Review the construction photos that are submitted as part of the DB's reports.
5. Process Applications for Payment, including review, verification, and processing of the application. All work claimed on the application will be verified in the field, and amounts checked against the approved Schedule of Values. The OA will recommend payment to the CITY.

Assumptions: It is assumed that all meetings will be attended only by assigned on-site personnel, unless otherwise noted above or in Task 803. The level of effort for this task assumes that on-site personnel will review up to ten (10) Applications for Payment.

TASK 809 - Quality Assurance (QA)

The OA will complete the following activities that occur within the period covered by Contract Amendment 6:

1. Review and verify implementation of QA processes and procedures by DB, in accordance with latest version of DB's approved Construction, Project Management, and Quality Plans and established requirements of the Design-Build Agreement.
2. Review and audit the field testing and inspection reports. The OA will formally document any identified issues and/or concerns, and subsequently review and coordinate resolution with the CITY.
3. Responsible for identifying any special inspections required by CITY and the DB. The OA will review and audit all special inspections, as directed by CITY.
4. Review and observe daily construction activities and complete field reports summarizing work, observations, weather conditions, construction staff, and other information for the Project Record.
5. Participate in manufacturer witness testing, per Task 810.
6. Review material testing reports submitted by the DB, including concrete, soil, pavement, and grout.
7. Review all Nonconformance Reports (NCR) issued by the DB.
8. Coordinate with the DB and CITY to develop Corrective Action Plans for all NCRs.
9. Review all samples and test specimen reports provided by the DB.
10. Monitor and audit CITY's performance of established quality management procedures.
11. Conduct QA audits of Project elements requiring specialty inspection and/or certification including but not limited to concrete, structural backfill, rebar, shoring, welding, coatings, and grout. (NOTE: special inspections will be audits only to confirm CITY's ongoing specialty inspections).
12. Provide ongoing coordination with appointed CITY quality management personnel.
13. Provide field observation services to review and oversee CITY's inspection and QA/QC of the Work for conformance with the Contract Documents. Services shall be coordinated with CITY staff and shall rely on CITY performing primary QA and QC activities in accordance with the Design-Build Agreement and approved Quality Management Plan.
14. Provide periodic checks of Project As-built/Record Drawings relative to work completion and approved changes.
15. Provide periodic checks of CITY's building information model (BIM) model and record drawings relative to as-constructed Work.

Assumptions: It is assumed that the above activities will be performed by assigned on-site personnel, unless otherwise noted above.

TASK 810 - Owner's Verification Testing and Observation

The OA will perform the following activities that occur within the period covered by Contract Amendment 6:

1. Perform audits of DB construction and recommend issuance of NCR, as needed, and submit to CITY.
2. Review DB's Corrective Action Plan for NCRs.
3. Responsible for developing and implementing Owner-directed testing program in coordination with the DB.

4. Audit DB's field testing and inspections.
5. Audit DB's geotechnical testing.
6. Audit shop inspection and witness testing.
7. Audit materials testing reports submitted by DB (concrete, soil, pavement, grout).
8. Provide special inspections as directed by the CITY, including 3rd party verification testing of materials.

Assumptions: Assumes OA will issue up to five (5) NCRs. OA will hire a subcontractor for up to $20,000 of materials testing and will provide associated test reports to the CITY.

TASK 811 – Construction Schedule

The OA will perform the following activities that occur within the period covered by Contract Amendment 6:

1. Review DB's baseline Critical Path Construction Schedule and provide comments to CITY. Meet with DB and CITY to review, discuss, and finalize any modifications to the schedule.
2. Review the DB's 5-week look ahead schedule and provide comments to CITY.
3. Review DB Work Plan and schedule.
4. Review DB's submittal schedule and provide comments to CITY.
5. Review/monitor schedule progress during construction. Monitor achievement of contractual schedule requirements including milestones and schedule performance metrics. Evaluate schedule adjustments for changes and other conditions.
6. Report any discrepancies relative to work in the field to the CITY.
7. Review DB's Recovery Schedule and provide comments at CITY's request.
8. Review DB's Notification of Delay.
9. Attend associated workshops and review documentation.
10. Review and comment on updates to Project Schedule.
11. Provide monthly report on findings and recommendations from evaluating and tracking CITY's schedule.

Assumptions: The above activities will be performed by the assigned on-site personnel with up to six (6) hours per month assistance by OA Project Controls staff.

TASK 812 – Safety

The OA will perform the following activities within the period covered by Contract Amendment 6:

1. Review incident reports from the DB.
2. The OA will check the DB's insurance compliance documents.

Assumptions: The above activities will be performed by the assigned on-site personnel, unless otherwise noted above. Time for this task is captured in Tasks 801 and 802.

TASK 813 - Contract Closeout

Work for this task is not anticipated during the period covered by this Contract Amendment 6.

Assumptions: Should Contract Closeout occur before April 30, 2024, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK 814 - Surveying

Scope for this task was deleted under Amendment 5 and therefore is not included in Contract Amendment 6.

TASK 815 - Equipment Testing and Training

Scope for this task was modified under Amendment 5 and equipment testing and training services are not anticipated to be needed during Contract Amendment 6.

Assumptions: Should equipment testing and training occur before April 30, 2024, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK 816 - Mobilization/Demobilization

Work for this task is not anticipated during the period covered by this Contract Amendment 6.

Assumptions: Should Demobilization occur before April 30, 2024, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK 817 - Design Conformance Review and Owner Requested Technical Support

The OA will perform the following services that occur within the period covered by Contract Amendment 6:

OA will participate virtually in design meetings with the DB that occur within the period covered by this Contract Amendment 6, and provide technical review comments to the CITY regarding compliance with the Contract Documents.

Assumptions: The level of effort for this task assumes a total of 480 hours for off-site subject matter experts to review and provide comments. This includes OA's participation in up to four (4) virtual technical meetings for up to two (2) off-site discipline engineers to resolve conformance issues. Additional technical assistance, travel to site, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.

TASK 818 - Risk Management Services

Within the budget retained for this task, the OA will perform the following services that occur within the period covered by Contract Amendment 6:

OA will provide up to one (1) semi-annual review of the Owner's Project Risk Register and review changes with CITY, as requested.

Assumptions: The level of effort for this task assumes total of up to one (1) virtual risk meetings (via Microsoft Teams) to review and update registers with CITY input.

TASK 819 - Operation and Maintenance Support

The Scope of Services changes approved in Contract Amendment 5 remain as approved. O&M Support for reviewing commissioning-related deliverables such as plans and schedules is covered within Task 805. Additional O&M services are not anticipated to be needed during Contract Amendment 6.

Assumptions: Should O&M Support be needed before April 30, 2024, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK SERIES 900 - Engineering Services During Design and Construction

The Scope of Services changes approved in Contract Amendment 5 remain as approved.

OPTIONAL SERVICES

POTENTIAL OPTIONAL SERVICES TASK A: Quality Assurance for Fats, Oils, and Grease (FOG) and Septage Receiving Stations Design

Objective: The purpose of this task is to review the Biogas DBFOM's design submittals for the FOG and Septage Receiving Stations at the Blue River Biosolids Facility. Alternative evaluations or additional custom design efforts requested by the CITY will be performed as Optional Services, if required and approved.

The OA will review the deliverables from the Biogas DBFOM, as listed below under this task. The OA will provide the CITY with written comments and attend up to 3 design review meetings via Teams to discuss the deliverables.

Deliverables:

- Review the DBFOM's Basis of Design Package.
- Review the DBFOM's Preliminary Design Package.
- Review the DBFOM's 60% Design Package.

Assumptions: Up to two (2) OA staff will participate via Microsoft Teams in the design review meetings. Any additional design development, as required by the CITY, will be considered an Optional Service.

POTENTIAL OPTIONAL SERVICES TASK B: Additional Smart BIM Related Services

Objective: To support CITY in Design Builder's BIM Plan, including conformance with CITY's BIM standards related to CMMS, and Asset Management. The OA will provide review comments to the CITY.

Attend a DB's BIM workshop and assist the CITY in identifying the compliance with the BIM standards for CMMS and Asset Management systems.

POTENTIAL OPTIONAL SERVICES TASK C: Envision™ Verification Process

The Envision™ Sustainable Infrastructure Framework (Envision™)(v3) will continue to be used on the Blue River WWTP Biosolids Facility Project through the construction and commissioning phases to evaluate and make recommendations to enhance the overall sustainability of the project, thereby improving the Envision™ score.

The DB's Envision™ Sustainability Professional (ENV SP) will guide the design and construction teams in the incorporation of planned sustainability design elements using the Envision™ Sustainability Design Summary that was completed during the planning phase of the project (Task 403). The goals set in the summary are for credits that align with actions the project is planning to take, and that are relevant to the project based on its scope and purpose.

During the construction and commissioning phase, the Envision™ scope of work includes:

- Updating and evaluating the Design Build Phase Credits and other relevant credits where the project needed to progress beyond 20 percent design prior to assigning a baseline or setting targets.

Deliverables:

- Review comments for updated Envision™ scoring from DB.

Assumptions: The OA will perform one (1) review of the DB's updated Envision™ scoring. Completing the Envision™ project verification process if WWTP pursues an Envision™ rating for the project may be done as an Optional Service. The verification process can be pursued any time after the 95 percent design completion.

POTENTIAL OPTIONAL SERVICES TASK D: THP Installation Tours

THP Installation Tours. OA will arrange, schedule and participate in up to two (2) three-day tours to facilities using THP processes, as requested by CITY. OA will provide airline, lodging, and ground transportation for CITY and OA staff.

Assumptions: Up to three (3) CITY staff and up to five (5) OA including two (2) trip coordination staff will participate in the tours.

POTENTIAL OPTIONAL SERVICES TASK E: Extended OA, Construction Oversight, Public Relations, Commissioning and O&M Support Services

POTENTIAL OPTIONAL SERVICES TASK F: OA Expert Witness Services, Formal Dispute Resolution, or Litigation Assistance

POTENTIAL OPTIONAL SERVICES TASK G: Combined Heat and Power (CHP) System Design Services

POTENTIAL OPTIONAL SERVICES TASK H: Public outreach services and project website maintenance.

POTENTIAL OPTIONAL SERVICES TASK I: Other Potential Optional Services Items as Identified in the Base Contract and/or Previous Contract Amendments Deemed Necessary by the CITY.

ATTACHMENT C6
DESIGN PROFESSIONAL MANHOURS AND FEE ESTIMATE FOR FISCAL YEARS 2023/2024
AMENDMENT NO. 6

PROJECT TITLE: **Blue River WWTP Biosolids Facility**
PROJECT NO. **11168A.60**

Design Consultant Services - Design and Construction Phase	Labor (Hr)	Fees ($)
Engineering Services Labor (2)		
Task Series 100 - Project Management and Administration	1,019	$ 246,003
Task Series 500 - Public Outreach	0	$ -
Task Series 800 - Construction Oversight Management	11,448	$ 2,219,186
Task Series 900 - Engineering Services During Design/Construction	0	$ -
Total Engineering Services Labor	**12,467**	**$ 2,465,190**
Expenses (3)		
Travel	--	$ 12,000
Other Direct Costs	--	$ 24,000
Total Expenses		**$ 36,000**
Base Services Subtotal		**$ 2,501,190**
Optional Services		**$ -**
Total Not-to-Exceed Project Fees		**$ 2,501,190**

NOTES:

1. *Rate schedule (hourly billing rates) are based on* Attachment C6. *Future annual amendments will be subject to escalation.*
2. *All subconsultants will be billed at cost with no additional markup. Costs are included in Engineering Services*
3. *All expenses will be billed at cost with no additional markup.*

ATTACHMENT C6
OA RATE SCHEDULE
Amendment No 6

PROJECT TITLE: Blue River WWTP Biosolids Facility
PROJECT NO. 11168A.60

Labor Category		Hr. Rate Range
Prj Direct	Wayne Miller	$114 - $140
Prj Manager	Lynn Norton	$94 - $121
Task Manager	Estell Johnson	$79 - $105
Construction Manager	Bill Brennan	$76 - $101
Deputy Project Manager / Proj. Controls	Hannah Fodor	$58 - $78
Senior RPR	Wes Guier	$54 - $87
RPR I	To be Determined	$34 - $54
Operations Specialist II	Steve Walker	$79 - $95
Operations Specialist I	TBD	$65 - $80
Technical Manager	Dave Pier	$80 - $100
Senior Advisor	John Fraser, Scott Vanier, Becky Luna, Kyle Rhorer	$100 - $130
Senior Advisor	Julian Sandino, Bruce Allman	$125 - $157
Electrical Senior Advisor	Shaun Blair	$112 - $141
THP Lead	Peter Burrowes	$92 - $116
Chief Technologist	Rudy Kilian	$92 - $115
I&C Lead	Rajeev Srivastava	$86 - $110
Senior Technologist	Toshio Shimada, Sheehan	$82 - $104
Professional	Adrian Romero Flores	$72 - $96
Assist Prof II	Busch, Leaf, Tait, Turner, Dougherty	$40 - $74
Jr. Professional	TBD	$42 - $60
Asst. Prof I	Sidney Cypress-McLean	$36 - $48
Auditor II	TBD	$41 - $53
BIM Mgr Sr Tech	Brad Schroeder	$53 - $69
Senior Technician III	Quinton Robertson	$32 - $63
PMIS Coordinator	Dan Baker	$89 - 114
Senior Technician V	Brian Crossley	$54 - $74
Risk Manager	Erica Corbett	$69 - $92
Cost Est Lead	Jason Rozgony	$86 - $109
Cost Estimators	TBD	$77 - $98
Admin Asst.	Sara McPail	$18 - $37
Public Outreach Lead	Gina Boucher / Erin Barham	$43 - $57
Public Outreach Assist	Kaley Wells	$31 - $42
Video Documentation Tech	TBD	$43 - $57
Envision Lead	Elizabeth Bradford	$62 - $103
Sr Professional	Dan Hegwald	$79 - $108
Asst.Prof II	Beverly Sanders	$63 - $74
Technician II	Javan Reynolds	$31 - $37
Professional	Steve Wehrspann	$74 - $96
Accounting		$10 - $34
Admin		$45 - $60
Legal Consultant	Mike Loulakis	$170 - $203
Site/Civil/Survey PM	TBD	$64 - $83
Prof Land Surveyor	TBD	$44 - $57
Survey Party Chief	TBD	$37 - $48
Survey Crew	TBD	$55 - $72
Sr Technician II	TBD	$29 - $38
Struct Lead	Raymond Ortuagu	$46 - $65
Auditor I	TBD	$35 - $53
Senior Engineer	Ken Diehl, Ted Wilson	$42 - $61
Engineer	TBD	$35 - $53
Sr. Technician I	TBD	$25 - $41
Technician I	TBD	$23 - $39
Project Support/ Admin	TBD	$14 - $28
Arch Lead	Julie Wellner	$66 - $86
Arch Prof	Ken Plautz	$58 - $75
Doc. Contr Manager / Project Admin	TBD	$28 - $45
Senior Technician IV	TBD	$51 - $66
Technician III	TBD	$43 - $57
		$46 - $65

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 7

CONTRACT NO. 1394 PROJECT NO. 81000821

BLUE RIVER WWTP BIOSOLIDS FACILITY

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on August 15, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 15, 2018 in the amount of $6,327,902.77; and

WHEREAS, City has previously entered into a no-cost Amendment No. 1 dated August 13, 2019 to redistribute funds within the project; a $2,220,000.00 Amendment No. 2 dated November 20, 2019; a $5,170,000.00 Amendment No. 3 dated January 6, 2021; a $2,711,325.00 Amendment No. 4 dated February 14, 2022; a no-cost Amendment No. 5 dated April 26, 2023; and a $2,501,190.00 Amendment No. 6 dated July 24, 2023; and

WHEREAS, the City desires to execute Amendment No. 7, in the amount of $1,617,485.00 for the total contract amount of $20,547,902.77 and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 7th Amendment, City and Design Professional agree as follows:

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

A. Add the following attachments:
   a. Under Attachment A, Scope of Services, add Attachment A7, Amended Scope of Services.
   b. Under Attachment C, Engineering Fee Summary and Schedule of Position Classifications, add Attachment C7.

B. Delete and replace the following attachments/section:
   a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

      A. The maximum amount that City shall pay Design Professional under this Agreement is
      $20,547,902.77, as follows:

      1. $9,285,077.74, for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G.** A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C1, C2, C3, C4, C5, C6, and C7**.

   A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C, C1, C2, C3, C4, C5, C6, and C7**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $11,141,664.50. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area and public outreach materials. Subcontractors' office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $121,160.53 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachments C, C1, C2, C3, C4, C5, C6, and C7.** The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City may revise the Design Professional's Basic Services defined in **Attachments A, A1, A2, A3, A4, A5, A6, and A7** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A1, A2, A3, A4, A5, A6, and A7** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments A, A1, A2, A3, A4, A5, A6, and A7**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

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

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

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

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

Date: March 21, 2024

By: _____

Title: Senior Vice President

Date: 4/2/2024

By: DocuSigned by: Lynn Morton DB997A5E7B8F44F...

Title: Vice President/ Sr. Program Manager

KANSAS CITY, MISSOURI

Date: 4/4/2024

By: DocuSigned by: Jeff Martin 756D1017BA554BC...

Title: Chief Engineering Officer

Approved as to form:

DocuSigned by: Mark Jones 0909E44CE75D420...

Assistant City Attorney

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

DocuSigned by: Eric Clevenger 18F59B5A8EE444E...

4/17/2024

Director of Finance (Date)

Attachment A7

Blue River Biosolids Facility Project

Contract Amendment 7 Scope of Services

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Blue River Biosolids Facility Project

Contract Amendment 7 Scope of Services

Contract Amendment 7 Milestones

Task Series 100, 500, 800, and 900 shall be completed within 2,448 calendar days (through April 30, 2025) following the City of Kansas City, Missouri (CITY) issuance of Notice to Proceed (NTP) to the Design Professional also referred to herein as Owner's Advisor (OA)[1] and upon approval and execution of Contract Amendment 7, effective May 1, 2024.

General Assumptions:

1. The OA assumes that the levels of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment 7 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the construction work and corresponding workload and may vary from the level of effort planned and budgeted. The OA will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The OA will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional Construction Phase Services budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.
2. The OA assumes that the Design-Build (DB) Baseline Schedule submitted by the DB Team selected by the CITY for this project will be completed as planned. Although the budget initially developed and approved for the OA's services was based on Final Completion of the project August 19, 2024, as indicated in the Selected DB's proposal, the OA understands that contractual Final Completion is currently February 22, 2025 (per Change Order 11). This amendment is intended to cover the OA's services through April 30, 2025, based on the agreed level of effort expressed in the fee spreadsheet accompanying this Scope of Services. OA services beyond April 30, 2025 will result in additional effort for which the OA will be compensated via Optional Services and/or Contract Amendment. Additionally, Ordinance No. 200954 is set to expire 7 years from authorization, or August 17, 2025.
3. The OA assumes that a contract amendment or Optional Services authorization will be approved to cover the duration of the construction and commissioning phases of the Project should these phases extend beyond April 30, 2025. The amendment, if necessary, will be approved in advance to provide continuity on the Project and minimize interruptions to OA services.
4. The period covered by Contract Amendment 7 commences effective May 1, 2024, and continues through April 30, 2025.

Note: OA expert witness services, formal dispute resolution, or litigation assistance are not included in this Scope of Services but will be provided by the OA as an approved Optional Service and/or Contract Amendment, if required and authorized in writing.

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[1] Design Professional (DP) NTP was issued on August 17, 2018.

TASK SERIES 100 - Project Management

OA shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105-Kick Off Meeting) as required for the period covered by Contract Amendment 7, May 1, 2024 through April 30, 2025. Activities under this task include up to 12 additional Monthly Progress Reports, Monthly Invoices, OA schedule revisions, Earned Value estimates, and up to (48) Weekly Management Meetings. It includes continuation of OA Subcontract oversight, administration, Quality Control, and work planning updates; and M/WBE tracking, utilization planning, and reporting, as required. It also includes an update to the OA projection of costs through the period covered by this Contract Amendment 7.

OA Project Manager/Deputy Project Manager Team (OAPM/DPM). The OA will provide the OA Project Manager (OAPM) for the Blue River Biosolids Facility Project, who will provide general oversight and management to the OA team. The OAPM will delegate to, provide management oversight, and/or share duties with the Deputy PM (DPM) as needed in order to meet project needs encompassed by this Scope of Services. The OAPM shall also provide overall OA team, resources, subcontract, and contract management throughout the period covered by this Contract Amendment 7.

For Task Series 800 support, the OAPM/DPM will manage the OA Construction Manager (OACM), and will participate in internal construction oversight coordination meetings, lead periodic OA coordination meetings, issue OA Task Orders, coordinate and oversee OA Team staffing, and participate in periodic Microsoft Teams status and coordination meetings with the CITY's Project Manager. The OAPM/DPM will assist in establishing and implementing coordination and communication procedures among the OA, CITY, and DB Team. The OAPM/DPM will be the primary point of contract for the CITY's Project Manager. The OAPM/DPM shall be provided on a part-time basis. The combined level of effort assumed for the OAPM/DPM is up to 0.5 full time equivalent (FTEs) for the period covered by this Contract Amendment 7.

Contract Documents. The OA will be familiar with all Contract Documents for the Blue River Biosolids Facility Project. The OA will assist the CITY in enforcing the requirements of the Contract Documents by use of the Notice of Non-Conformance Forms and other tools available in the Contract Documents, based upon the agreed matrix of responsibilities, and as directed by the CITY's Project Manager. The OA will provide interpretations and clarifications of Contract Documents, as requested.

Administration. The OA will support CITY staff in the field with general administrative support. The OA will coordinate with the DB Team to assist with operations of the CITY/OA field office, maintain office supplies, manage supply contracts, verify invoices, and coordinate correspondence. The level of effort for this task is covered under Task Series 800.

Deliverables:

- Monthly Progress Reports.
- Monthly Invoices.
- Weekly Management Meetings.
- Work Plan Update (as needed).

TASK SERIES 500 - Public Outreach

OA shall continue to provide Public Outreach services as defined in the original contract Scope of Service for Task Series 500 through the period covered by Contract Amendment 7. Activities will include continuing already established outreach efforts such as:

- Monthly aerial videos of the plant site taken using a drone, which will be used to support public outreach efforts during the period covered by this Amendment 7.

Work extended under this amendment will also include additional support on ongoing milestone activities and may include:

- As-needed one-on-one meetings with individual council members.
- Bi-monthly internal newsletters for CITY operations staff, as requested by CITY.
- E-mail distribution list for project updates.
- DB Envision™ certification application support.

OA shall also continue to assist the CITY in the promotion of the project to help facilitate awareness locally, regionally, nationally, and internationally. Activities include, but are not limited to:

- Research, prepare, and submit applications for industry awards.
- Assist in preparing presentations.
- Research and coordinate opportunities for presentations.

TASK SERIES 800 - Design Build Construction and Commissioning Phase Support

The OA role during the period covered by this Contract Amendment 7 will continue the on-going provision of project construction compliance activities, consisting of construction oversight, administration, quality assurance monitoring and auditing, technical support, and general support services. The OA, in concert with the CITY's Project Manager and assigned staff, will provide construction oversight services as defined below.

The OA will assist the CITY with the construction and commissioning phases of the Blue River Biosolids Facility Project that occur during the period covered by Contract Amendment 7. Construction Oversight Team (COT) members from the OA will be supplemented with CITY personnel in designated positions, as defined herein with the associated roles and responsibilities. All field and office-related activities during the DB Construction and Commissioning Phase will be coordinated through the COT. The OA team will also provide supplemental technical services, in addition to COT related tasks, as defined under Task Series 900 below.

The level of effort defined for the various tasks herein assumes approval of Contract Amendment 7 effective May 1, 2024, with the efforts herein defined through April 30, 2025. Work by the OA beyond April 30, 2025 will be authorized by an Optional Services authorization, or subsequent Contract Amendment, if desired by the CITY.

TASK 801 - Construction Management and Resident Project Representatives

NOTE: The level of effort for the various tasks defined under Task 801 herein are intended to represent the assigned on-site OA staff, specifically efforts by the OA Construction Manager (OACM) and OA Resident Project Representative(s) (OA RPRs), as defined below. The OACM and CITY'S Project Manager will serve as lead management oversight for all tasks defined within Task 801.

Construction Manager (CM). The OA will provide a full-time OACM to oversee all field activities for the COT through completion of acceptance testing, providing acceptance testing is completed within the time period covered by Contract Amendment 7 or any subsequent Contract Amendments that extend the OA contract. Following completion of acceptance testing, the OACM may become a part-time position, with level of effort adjusted to meet agreed project needs and budget. The OACM will be the central liaison for communication between the COT and the DB Team's Construction Manager. The level of effort for this task assumes up to 1.0 FTE based on 40 hours per week over the period covered by Contract Amendment 7.

Resident Project Representative(s) (RPR). The OA will provide RPR's to assist with field activities oversight for the COT. The RPR(s) will be the central agent for communication between the Auditors, and Discipline Engineers. The level of effort for this task will taper down during the period covered by Contract Amendment 7 as follows:

- Up to 3.5 FTE until January 1, 2025
- Up to 3.0 FTE through April 30, 2025

The number of RPRs may vary during this period to meet project oversight and budgetary requirements.

TASK 802 - Document Management, Auditors, Discipline Engineers and Field Office Administration Support

The OA will provide the following positions and activities to support Construction Management during the period covered by Contract Amendment 7:

Construction Auditors and Discipline Engineers. The OA will provide Construction Auditors and Discipline Engineers, on an as needed basis to augment the RPRs, to audit DB team quality inspections and conduct Quality Control activities related to work in progress, review DB team submittals, verify progress payment requests, and perform other duties as assigned. The specific Construction Auditors and Discipline Engineers assigned will vary through the construction program and will be assigned by the OA to augment the COT based on the specific construction activities taking place. The Construction Auditors will perform their duties on-site. Discipline Engineers will perform their work on site, as needed, but will also serve as off-site "reach back" resources, as needed. Over the period covered by this Amendment 7 it is estimated that up to 0.3 FTEs will be required to support Construction Auditing and Discipline Engineers services.

Document Management/ Administrative Support Specialist. The OA will provide a Document Management/ Administrative Support Specialist on-site to manage records and provide administrative assistance to the COT. This position will maintain ProjectWise folders for collaboration, and will help manage, track, and coordinate construction documents and workflows. It is estimated that an average of up to 1.0 FTE will be required for this task, however the level of effort for this role will be reduced to 0.5 FTE/twenty (20) hours per week starting January 1, 2025, based on anticipated project needs and budget.

The OA will complete the following document management activities:

1. Utilize the CITY's document management and tracking system for the Project.
2. Review and approve DB-related templates and monitor usage.
3. Coordinate with CITY document managers on flow of information.
4. OA will follow procedures for the logging and tracking of relevant correspondence and documents. OA will assist the CITY in monitoring outstanding decisions, approvals or responses.

Assumptions: It is assumed that OA will use CITY's e-Builder system.

TASK 803 – Meetings

The OA will participate in various meetings with the DB and the CITY that occur during the period covered by Contract Amendment 7. These include the following:

1. Coordinate and participate in up to forty-eight (48) weekly Construction Coordination Meetings and review and comment on DB-prepared meeting records, as requested. The OA will have up to two (2) OA Team members attend via Microsoft Teams weekly as needed depending on the meeting topic identified in advance.
2. The on-site OA personnel will participate in all OCCP Coordination Meetings as requested by City.
3. Attend routine Safety Meetings conducted by the DB. The OA will participate with on-site personnel.

Assumptions: It is assumed that all meetings will be attended only by assigned on-site personnel, unless otherwise noted above.

TASK 804 - Reports

The OA will complete the following activities that occur within the period covered by Contract Amendment 7:

1. Review and comment on the DB's monthly construction status reports that summarize the previous month's construction activities, include a schedule of the planned versus actual work completed, summaries of change orders and claims, and a cost summary of budgets and expenditures for construction. The DB's report shall include Change Orders issued, pending change orders, anticipated change orders and change order amounts. This report shall be provided to the CITY with comments.
2. Review payment application.
3. Confirm comments addressed in revised report or subsequent report(s).

Assumptions: It is assumed that all meetings related to reports and not covered in Task 803, will be attended only by assigned on-site personnel. The level of effort for this task assumes up to twelve (12) hours per month over the period covered by Contract Amendment 7.

TASK 805 - Shop Drawing, O&M, and Submittal Review and Oversight

The OA will complete the following activities that occur within the period covered by Contract Amendment 7:

1. Confirm that DB submits and processes shop drawings and submittals, including construction survey information, as required by the Contract Documents.
2. Review shop drawings and submittals for general conformance with the Contract Documents. (NOTE: The OA will provide detailed technical reviews for key equipment and components and will provide oversight review for information purposes for the balance of submittals per the assumptions listed herein).
3. Review product data and samples submitted by the DB for compliance with the contract documents.
4. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
5. Confirm that the final submittal conforms to the Contract Documents, including change orders.
6. The OA will administer, monitor, and document the shop drawing process with the DB Team. The OA will provide technical review for selected submittals.

Assumptions: It is assumed that all meetings related to this task will be attended only by assigned on-site personnel, unless otherwise noted above or in Task 803. The level of effort associated with this task is up to three (3) OA staff using four (4) hours per week for the duration of Contract Amendment 7.

TASK 806 - Request for Information (RFI) Review and Oversight

The OA will complete the following activities that occur within the period covered by Contract Amendment 7:

1. Review and audit RFI requests for conformance with the Contract Documents.
2. Review responses, comments, and clarifications as provided by CITY. (NOTE: The OA will provide detailed technical reviews for key equipment and component related items and will provide oversight review for information purposes for the balance of RFIs per the assumptions listed herein).
3. Provide audit review comments to CITY to supplement the Project Record (i.e., comments in addition to those provided by CITY).
4. Verify that the final RFI responses conform to the requirements of the Contract Documents, including amendments.
5. Receive from the DB Team all applicable submittals CITY, along with applicable RFIs, as directed by CITY. The OA will initially screen these applicable RFIs and return incomplete or inappropriate RFIs to the DB Team for correction and re-submittal. The OA will work with CITY to assign applicable RFIs to appropriate parties for review. The OA will coordinate reviews of DB Team's shop drawings, samples, and other submittals with the reviewers for the applicable submittals in order to maintain the overall review schedule. The OA will continually track the status of all RFIs.
6. Review all applicable RFIs and provide responses to the DB accordingly. This effort will include coordination with Discipline Engineers and office support staff as appropriate. The OA field personnel will coordinate with the office engineering support staff for additional technical reviews of the applicable RFIs, as needed.

Assumptions: It is assumed that all meetings will be attended virtually by off-site or in-person by on-site personnel, unless otherwise noted above or in Task 803. This task assumes that the CITY's staff, as managed by the CITY's PM, are providing responses for the applicable RFIs. The level of effort for this task assumes up to two (2) applicable RFIs, each requiring up to four (4) hours for processing and tracking, and up to four (4) hours for responding to each RFI.

TASK 807 - Contract Change Management

The OA will complete the following activities that occur within the period covered by Contract Amendment 7:

1. The OACM or his designee will attend change management related meetings, and provide recommendations to the CITY, as requested.
2. Maintain a Project Requirements document that summarizes required Project deliverables and activities for Construction Phase services, as outlined in the Design-Build Agreement and amendments.
3. Review and monitor OA and vendor agreements with the DB for conformance to Contract Documents and achievement of requirements specified therein. Report any discrepancies to CITY and DB for resolution.

4. Monitor and formally track achievement of Project Requirements as the work progresses. For each formal deliverable (e.g., Quality Plan and updates), review for conformance with established DB scope of work, and report findings to CITY. As part of the monthly progress report, OA reports on Project Requirement status to both CITY and DB.
5. Potential Changes include:
    a. Differing Site Conditions.
    b. Field Orders.
    c. Work Change Directives.
    d. Change Orders.
6. OA will assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle OA to additional compensation for the design services.
7. OA will receive and review the DB's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the DB's proposal. OA will assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and DB.
8. Review of DB's Requested Changes:
    a. OA will review DB-requested changes to the contract for construction. OA will make recommendations to the CITY regarding the acceptability of the DB's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, OA will prepare final change order documents.
    b. Design and engineering services of OA to review DB initiated changes and to prepare drawings and specifications for issuance to the DB shall be considered as Optional Services.
9. Change Order Reports: OA will provide periodic reports to the CITY about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.
10. The OA will work with CITY and DB to identify potential changes, mitigate, if possible, determine appropriate change procedure, evaluate DB's basis for proposed price and schedule adjustment, negotiate changes to the Contract Documents, and recommend change action to the CITY. The OA will maintain regular communication with the DB and COT to identify and manage potential changes early.

Assumptions: It is assumed that the above activities will be performed by assigned on-site personnel, unless otherwise noted above.

TASK 808 - Materials and Payment Processing

The OA will complete the following activities that occur within the period covered by Contract Amendment 7:

1. Review materials and manufacturers, as directed by CITY.
2. Audit stored materials to confirm type and quantities.
3. Audit the DB's daily reports. The OA will provide full-time surveillance of construction operations for assessment of compliance with Contract and Quality Management Procedure requirements. The OA will provide daily logs of observations and photos to document observations, and detailed logs of DB Team personnel and equipment for Work Change Directive activities.
4. Review the construction photos that are submitted as part of the DB's reports.
5. Process Applications for Payment, including review, verification, and processing of the application. All work claimed on the application will be verified in the field, and amounts checked against the approved Schedule of Values. The OA will recommend payment to the CITY.

Assumptions: It is assumed that all meetings will be attended only by assigned on-site personnel, unless otherwise noted above or in Task 803. The level of effort for this task assumes that on-site personnel will review up to twelve (12) Applications for Payment.

TASK 809 - Quality Assurance (QA)

The OA will complete the following activities that occur within the period covered by Contract Amendment 7:

1. Review and verify implementation of QA processes and procedures by DB, in accordance with latest version of DB's approved Construction, Project Management, and Quality Plans and established requirements of the Design-Build Agreement.
2. Review and audit the field testing and inspection reports. The OA will formally document any identified issues and/or concerns, and subsequently review and coordinate resolution with the CITY.
3. Responsible for identifying any special inspections required by CITY and the DB. The OA will review and audit all special inspections, as directed by CITY.
4. Review and observe daily construction activities and complete field reports summarizing work, observations, weather conditions, construction staff, and other information for the Project Record.
5. Participate in manufacturer witness testing, per Task 810.
6. Review material testing reports submitted by the DB, including concrete, soil, pavement, and grout.
7. Review all Nonconformance Reports (NCR) issued by the DB.
8. Coordinate with the DB and CITY to develop Corrective Action Plans for all NCRs.
9. Review all samples and test specimen reports provided by the DB.
10. Monitor and audit CITY's performance of established quality management procedures.
11. Conduct QA audits of Project elements requiring specialty inspection and/or certification including but not limited to concrete, structural backfill, rebar, shoring, welding, coatings, and grout. (NOTE: special inspections will be audits only to confirm CITY's ongoing specialty inspections).
12. Provide ongoing coordination with appointed CITY quality management personnel.
13. Provide field observation services to review and oversee CITY's inspection and QA/QC of the Work for conformance with the Contract Documents. Services shall be coordinated with CITY staff and shall rely on CITY performing primary QA and QC activities in accordance with the Design-Build Agreement and approved Quality Management Plan.
14. Provide periodic checks of Project As-built/Record Drawings relative to work completion and approved changes.
15. Provide periodic checks of CITY's building information model (BIM) model and record drawings relative to as-constructed Work.

Assumptions: It is assumed that the above activities will be performed by assigned on-site personnel, unless otherwise noted above.

TASK 810 - Owner's Verification Testing and Observation

The OA will perform the following activities that occur within the period covered by Contract Amendment 7:

1. Perform audits of DB construction and recommend issuance of NCR, as needed, and submit to CITY.
2. Review DB's Corrective Action Plan for NCRs.
3. Responsible for developing and implementing Owner-directed testing program in coordination with the DB.

4. Audit DB's field testing and inspections.
5. Audit DB's geotechnical testing.
6. Audit shop inspection and witness testing.
7. Audit materials testing reports submitted by DB (concrete, soil, pavement, grout).
8. Provide special inspections as directed by the CITY, including 3rd party verification testing of materials.

Assumptions: OA will hire a subcontractor for up to $20,000 of materials testing and will provide associated test reports to the CITY.

TASK 811 – Construction Schedule

The OA will perform the following activities that occur within the period covered by Contract Amendment 7:

1. Review DB's baseline Critical Path Construction Schedule and provide comments to CITY. Meet with DB and CITY to review, discuss, and finalize any modifications to the schedule.
2. Review the DB's 5-week look ahead schedule and provide comments to CITY.
3. Review DB Work Plan and schedule.
4. Review DB's submittal schedule and provide comments to CITY.
5. Review/monitor schedule progress during construction. Monitor achievement of contractual schedule requirements including milestones and schedule performance metrics. Evaluate schedule adjustments for changes and other conditions.
6. Report any discrepancies relative to work in the field to the CITY.
7. Review DB's Recovery Schedule and provide comments at CITY's request.
8. Review DB's Notification of Delay.
9. Attend associated workshops and review documentation.
10. Review and comment on updates to Project Schedule.
11. Provide monthly report on findings and recommendations from evaluating and tracking CITY's schedule.

Assumptions: The above activities will be performed by the assigned on-site personnel with up to six (6) hours per month assistance by OA Project Controls staff.

TASK 812 – Safety

The OA will perform the following activities within the period covered by Contract Amendment 7:

1. Review incident reports from the DB.
2. The OA will check the DB's insurance compliance documents.

Assumptions: The above activities will be performed by the assigned on-site personnel, unless otherwise noted above. Time for this task is captured in Tasks 801 and 802.

TASK 813 - Contract Closeout

Work for this task is not anticipated during the period covered by this Contract Amendment 7.

Assumptions: Should Contract Closeout occur before April 30, 2025, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK 814 - Surveying

Scope for this task was deleted under Amendment 5 and therefore is not included in Contract Amendment 7.

TASK 815 - Equipment Testing and Training

Scope for this task was modified under Amendment 5 and equipment testing and training services are not anticipated to be needed during Contract Amendment 7.

Assumptions: Should equipment testing and training occur before April 30, 2025, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK 816 - Mobilization/Demobilization

Work for this task is not anticipated during the period covered by this Contract Amendment 7.

Assumptions: Should Demobilization occur before April 30, 2025, a subsequent Contract Amendment or approved Optional Services Request will be required to accomplish this work, if desired by the CITY.

TASK 817 - Design Conformance Review and Owner Requested Technical Support

The OA will perform the following services that occur within the period covered by Contract Amendment 7:

OA will participate virtually in design meetings with the DB that occur within the period covered by this Contract Amendment 7, and provide technical review comments to the CITY regarding compliance with the Contract Documents.

Assumptions: The level of effort for this task assumes up to 480 hours for off-site subject matter experts to review and provide comments. This includes OA's participation in up to four (4) virtual technical meetings for up to two (2) off-site discipline engineers to resolve conformance issues. Additional technical assistance, travel to site, or other assistance, if required and authorized in writing, will be performed by the OA as an approved Optional Service and/or Contract Amendment.

TASK 818 - Risk Management Services

Within the budget retained for this task, the OA will perform the following services that occur within the period covered by Contract Amendment 7:

OA will provide up to one (1) semi-annual review of the Owner's Project Risk Register and review changes with CITY, as requested.

Assumptions: The level of effort for this task assumes total of up to one (1) virtual risk meetings (via Microsoft Teams) to review and update registers with CITY input.

TASK 819 - Operation and Maintenance Support

The OA will perform the following services that occur within the period covered by Contract Amendment 7:

The OA will provide O&M Specialist participation in review of DB design updates, review of Design Builder O&M training plans, O&M manuals, and Commissioning plans. The O&M Specialist will participate in the

oversight of startup and commissioning services that occur within the period covered by this Contract Amendment 7, as needed within the level of effort anticipated in this Contract Amendment 7. Additional efforts that exceed the assumed total hours will require an approved Optional Services authorization or a Contract Amendment.

The OA will perform the following activities:

1. Provide commissioning and start-up oversight for following validation tests with offsite personnel:
    a. Boiler System.
    b. Centrifuges (Pre and Post).
    c. Thermal Hydrolysis Process (THP).
    d. Sidestream Treatment System.
2. Provide documentation that summarizes start-up and commissioning activities, results, and attainment of contractual requirements.
3. Document start-up and commissioning performance with daily reports, commissioning log, and technical correspondence.

Assumptions: The level of effort for this task assumes a total of up to 600 hours and includes expenses for up to two (2) in-person visits (of three days each). Any additional support will require approved Optional Services or Amendment.

TASK SERIES 900 - Engineering Services During Design and Construction

The Scope of Services changes approved in Contract Amendment 5 remain as approved with exception noted herein.

TASK 902 - Preliminary Design for a Biogas Public Private Partnership (P3)

Scope for this Task previously defined and authorized under Amendment 3 and Optional Services Authorization 9 and replaced with Amendment 5 is considered complete. The remaining budget previously assigned to this Task is being reallocated to Task 801 and Task 817.

OPTIONAL SERVICES

POTENTIAL OPTIONAL SERVICES TASK A: Quality Assurance for Fats, Oils, and Grease (FOG) and Septage Receiving Stations Design

Objective: The purpose of this task is to review the Biogas DBFOM's design submittals for the FOG and Septage Receiving Stations at the Blue River Biosolids Facility. Alternative evaluations or additional custom design efforts requested by the CITY will be performed as Optional Services, if required and approved.

The OA will review the deliverables from the Biogas DBFOM, as listed below under this task. The OA will provide the CITY with written comments and attend up to 3 design review meetings via Teams to discuss the deliverables.

Deliverables:

- Review the DBFOM's Basis of Design Package.
- Review the DBFOM's Preliminary Design Package.
- Review the DBFOM's 60% Design Package.

Assumptions: Up to two (2) OA staff will participate via Microsoft Teams in the design review meetings. Any additional design development, as required by the CITY, will be considered an Optional Service.

POTENTIAL OPTIONAL SERVICES TASK B: Additional Smart BIM Related Services

Objective: To support CITY in Design Builder's BIM Plan, including conformance with CITY's BIM standards related to CMMS, and Asset Management. The OA will provide review comments to the CITY.

Attend a DB's BIM workshop and assist the CITY in identifying the compliance with the BIM standards for CMMS and Asset Management systems.

POTENTIAL OPTIONAL SERVICES TASK C: Envision™ Verification Process

The Envision™ Sustainable Infrastructure Framework (Envision™)(v3) will continue to be used on the Blue River WWTP Biosolids Facility Project through the construction and commissioning phases to evaluate and make recommendations to enhance the overall sustainability of the project, thereby improving the Envision™ score.

The DB's Envision™ Sustainability Professional (ENV SP) will guide the design and construction teams in the incorporation of planned sustainability design elements using the Envision™ Sustainability Design Summary that was completed during the planning phase of the project (Task 403). The goals set in the summary are for credits that align with actions the project is planning to take, and that are relevant to the project based on its scope and purpose.

During the construction and commissioning phase, the Envision™ scope of work includes:

- Updating and evaluating the Design Build Phase Credits and other relevant credits where the project needed to progress beyond 20 percent design prior to assigning a baseline or setting targets.

Deliverables:

- Review comments for updated Envision™ scoring from DB.

Assumptions: The OA will perform one (1) review of the DB's updated Envision™ scoring. Completing the Envision™ project verification process if WWTP pursues an Envision™ rating for the project may be done as an Optional Service. The verification process can be pursued any time after the 95 percent design completion.

POTENTIAL OPTIONAL SERVICES TASK D: THP Installation Tours

THP Installation Tours. OA will arrange, schedule and participate in up to two (2) three-day tours to facilities using THP processes, as requested by CITY. OA will provide airline, lodging, and ground transportation for CITY and OA staff.

Assumptions: Up to three (3) CITY staff and up to five (5) OA including two (2) trip coordination staff will participate in the tours.

POTENTIAL OPTIONAL SERVICES TASK E: Extended OA, Construction Oversight, Public Relations, Commissioning and O&M Support Services

POTENTIAL OPTIONAL SERVICES TASK F: OA Expert Witness Services, Formal Dispute Resolution, or Litigation Assistance

POTENTIAL OPTIONAL SERVICES TASK G: Combined Heat and Power (CHP) System Design Services

POTENTIAL OPTIONAL SERVICES TASK H: Public outreach services and project website maintenance.

POTENTIAL OPTIONAL SERVICES TASK I: Other Potential Optional Services Items as Identified in the Base Contract and/or Previous Contract Amendments Deemed Necessary by the CITY.

EXHIBIT B1
DESIGN PROFESSIONAL MANHOURS AND FEE ESTIMATE FOR FISCAL YEAR 2024/2025
AMENDMENT NO. 7

PROJECT TITLE: **KCMO Blue River Biosolids Facility Project**
PROJECT NO. **11168A.60**

Design Consultant Services - Design and Construction Phase	Labor (Hr)	Fees ($)
Engineering Services Labor [2]		
Task Series 100 - Project Management and Administration	369	$ 93,219
Task Series 500 - Public Outreach	83	$ 13,149
Task Series 800 - Construction Oversight Management	7,603	$ 1,411,063
Task Series 900 - Engineering Services During Design/Construction	0	$ -
Total Engineering Services Labor	**8,055**	**$ 1,517,431**
Expenses [3]		
Travel	--	$ 10,054
Other Direct Costs	--	$ 90,000
Total Expenses		**$ 100,054**
Base Services Subtotal		**$ 1,617,485**
Optional Services		$ -
Total Not-to-Exceed Project Fees		**$ 1,617,485**

NOTES:

1. *Rate schedule (hourly billing rates) are based on Exhibit B1-1. Future annual amendments will be subject to escalation.*
2. *All subconsultants will be billed at cost with no additional markup. Costs are included in Engineering Services*
3. *All expenses will be billed at cost with no additional markup.*

EXHIBIT B1-1
OA RATE SCHEDULE
Amendment No 7

PROJECT TITLE: KCMO Blue River Solids Improvements
PROJECT NO. 11168A.60

Labor Category		Hr. Rate Range
Prj Direct	Wayne Miller	$119 - $145
Prj Manager	Lynn Norton	$75 - $121
Task Manager	Estell Johnson	$79 - $105
Construction Manager	Bill Brennan	$80 - $105
Deputy Project Manager / Proj. Controls	Hannah Fodor	$65 - $85
Senior RPR	Wes Guier	$54 - $87
RPR I	To be Determined	$34 - $54
Operations Specialist II	Steve Walker, Chris Vazquez	$75 - $95
Operations Specialist I	TBD	$65 - $80
Technical Manager	Dave Pier, Darrell Buhman	$80 - $110
Senior Advisor	John Fraser, Scott Vanier, Becky Luna, Kyle Rhorer	$100 - $130
Senior Advisor	Julian Sandino, Bruce Allman	$125 - $157
Electrical Senior Advisor		$112 - $141
THP Lead	Peter Burrowes	$92 - $116
Chief Technologist	Rudy Kilian	$92 - $115
I&C Lead	Rajeev Srivastava	$86 - $110
Senior Technologist	Toshio Shimada, Sheehan	$82 - $110
Professional	Adrian Romero Flores	$72 - $96
Assist Prof II	Busch, Leaf, Tait, Turner, Dougherty, Harris, Blair	$40 - $80
Jr. Professional	TBD	$42 - $60
Asst. Prof I	Sidney Cypress-McLean, Meg Parker, Shrestha Bangar, Nikii	$30 - $50
Auditor II	TBD	$41 - $53
BIM Mgr Sr Tech	Brad Schroeder	$53 - $69
Senior Technician III	Quinton Robertson	$32 - $63
PMIS Coordinator	Dan Baker	$89 - 114
Senior Technician V	Brian Crossley	$54 - $74
Risk Manager	Erica Corbett	$69 - $92
Cost Est Lead	Jason Rozgony	$86 - $109
Cost Estimators	TBD	$77 - $98
Admin Asst.	Sara McPail	$18 - $40
Public Outreach Lead	Gina Boucher / Erin Barham	$43 - $57
Public Outreach Assist	Kaley Wells	$31 - $42
Video Documentation Tech	TBD	$43 - $57
Envision Lead	Elizabeth Bradford	$62 - $103
Sr Professional	Dan Hegwald	$79 - $108
Asst.Prof II	Beverly Sanders	$63 - $74
Technician II	Javan Reynolds	$31 - $37
Professional	Steve Wehrspann	$74 - $96
Accounting		$10 - $34
Admin		$45 - $60
Legal Consultant	Mike Loulakis	$170 - $203
Site/Civil/Survey PM	TBD	$64 - $83
Prof Land Surveyor	TBD	$44 - $57
Survey Party Chief	TBD	$37 - $48
Survey Crew	TBD	$55 - $72
Sr Technician II	TBD	$29 - $38
Struct Lead	Raymond Ortuagu	$46 - $65
Auditor I	TBD	$35 - $53
Senior Engineer	Ken Diehl, Ted Wilson	$42 - $61
Engineer	TBD	$35 - $53
Sr. Technician I	TBD	$25 - $41
Technician I	TBD	$23 - $39
Project Support/ Admin	TBD	$14 - $28
Arch Lead	Julie Wellner	$66 - $86
Arch Prof	Ken Plautz	$58 - $75
Doc. Contr Manager / Project Admin	Susan Nielsen	$28 - $45
Senior Technician IV	TBD	$51 - $66
Technician III	TBD	$43 - $57
RPR II	Kevin McCurdy	$45 - $65