

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000998/CONTRACT NO. 1672
FOR STORMWATER COLLECTION AND GREEN INFRASTRUCTURE: 37TH AND
NORTON
WATER SERVICES DEPARTMENT

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

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description. The services to be provided under this Agreement are for the following project (Project) and purpose:

The City of Kansas City, Missouri is undertaking a project to collect stormwater, separate combined sewers and implement green infrastructure to capture storm flows to achieve higher levels of overflow control in the Lower Blue River Basin. The approximate project boundaries are 33rd Street on the north, Indiana Ave on the west, Spruce Ave on the east and 39th Street on the south. The project consists of providing sewer separation of approximately 195 acres (76 green acres) and provide green infrastructure with approximately 1.8 to 4.0 MG of stormwater storage to provide treatment of separated stormwater.

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

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

- A. Design Professional shall perform Scope of Services listed in **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$ 1,100,000.00, as follows:

1. \$473,950.00 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**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment J**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$548,397.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor’s office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$77,653.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be

performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

Office of the Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0504

Facsimile: (816) 513-0226

E-mail address: wes.minder@kcmo.org

Design Professional:

CDM Smith, Inc.

Contact: John Brummer, P.E.

Address: 8080 Ward Parkway, Kansas City, MO 64114

Phone: (816) 412-3123

E-mail address: brummerje@cdmsmith.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to

transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

- D. Provide standard City forms as required.
- E. Provide City-Licensed Geographical Information System Data set forth in **Attachment E**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Services Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

Attachment A - Scope of Services

Attachment B - Electronic Data Requirements

Attachment C - Engineering Fee Summary and Schedule of Position Classifications

Attachment D - Unit Costs

Attachment E - Licensed Geographical Information System Data

Attachment F – CREO KC Documents

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

Attachment G - Employee Eligibility Verification Affidavit

Attachment H - Truth-In-Negotiation Certificate

Attachment I - Affidavit of Compliance with the Federal Consent Decree

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

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

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

Attachment J - Non-Construction Subcontractors Listing

Attachment K - Non-Construction Application for Payment

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

Sec. 11. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment F**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's 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. 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: 02/20/2024

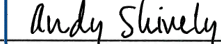
By: 

Name: CHRISTOPHER L. BURNS

Title: CLIENT SERVICE LEADER

Date: 3/11/2024

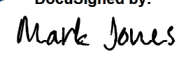
KANSAS CITY, MISSOURI

By: 

Name: Andy Shively, P.E.

Title: Deputy Director

Approved as to form:

DocuSigned by:

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Assistant City Attorney

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

DocuSigned by:

18F59B5A8EE44E... 4/4/2024

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city

Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

Employment.

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

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

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

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

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

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A

CONCEPTUAL AND PRELIMINARY DESIGN SCOPE OF SERVICES

Design Professional: CDM Smith, Inc.

Owner: City of Kansas City, Missouri (City)

Project: Stormwater Collection and Green Infrastructure: 37th & Norton

City Contract No: 1672

City Project No: 81000998

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to facilitate the separation of combined sewers located in a project area with boundaries of 33rd Street on the north, Indiana Ave on the west, Spruce Ave on the east and 39th Street on the south and the implementation of green infrastructure to capture storm flows prior to entering the combined sewer system in the Lower Blue River Basin, of Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to separate the combined sewers that are in the project area boundaries described above and to implement green infrastructure to achieve a higher level of overflow control within the Project area in Kansas City, Missouri. As such, the CITY is contracting with DP to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, the requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare preliminary design documents for the Stormwater Collection and Green Infrastructure: 37th & Norton project as part of the Smart Sewer Program (SSP). The project will focus on sewer separation and green infrastructure to achieve a higher level of overflow control within the project area.

The Design Professional shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.

Critical project success factors are:

1. Engaging professionals with proven experience in the design and construction phase services, including Resident Project Representative services of stormwater collection, sanitary sewer separation and green infrastructure to achieve high levels of overflow control.
 2. Strong collaboration/coordination efforts with KC Water's Smart Sewer Program team and other neighborhood associations on developing and designing green infrastructure projects in an urban environment.
 3. Proven experience with multiple facets of green infrastructure technologies to provide high levels of stormwater capture and storage capacity as well as considering long-term operations and maintenance.
 4. Proven experience with stormwater hydraulic modeling to properly design stormwater collection system and green infrastructure improvements that also focus on combined sewer overflow reduction.
 5. Ability to provide conceptual alternative evaluations and preliminary and final design documents on time and within budget while coordinating and working with multiple stakeholders.
- D. Follow-On Phases. At the discretion of the CITY, the DP may be requested to provide additional services related to the final design, bid phase and construction phase services.
- E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.
- F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of 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.
- G. Responsibilities of CITY and SSP Team.
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
 3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the project.
- H. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

1. Performance of professional engineering services necessary to develop preliminary design for the separation of combined sewers located within the project boundaries identified above in the Lower Blue River Basin. The preliminary design shall expand on the plan for stormwater source control, combined sewer separation and green infrastructure as identified in the City of Kansas City, Missouri's *Evaluation of Stormwater Source Control and Green Infrastructure as an Alternative to Vineyard and Lawn Relief Sewer Technical Memorandum dated February 17, 2022*.
2. Performance of professional engineering services necessary to complete a concept evaluation of potential green infrastructure sites, meetings with stakeholders to determine plans and requirements, determine applicable green infrastructure components, develop conceptual level layouts, exhibits, and opinions of probable construction costs. The project consists of providing sewer separation of approximately 195 acres (76 green acres) and providing green stormwater infrastructure (GSI) for approximately 1.8 to 4.0 MG of stormwater storage to provide treatment of separated stormwater. For comparing conceptual alternatives, estimates of overflow reduction and volume capture shall be made.

Requested services include field survey, dyed water testing and smoke testing; sewer system evaluation including recording defects identified during smoke testing; utility investigations; review of CITY provided flow metering data and CCTV data; determination of anticipated post separation peak stormwater flows; overland flow open channel evaluation for design events greater than the capacity of the proposed storm sewers; coordination with CITY departments and utility infrastructure planning; preparation of concept alternatives analysis and opinion of probable construction costs.

3. The DESIGN PROFESSIONAL shall provide one Resident Project Representative (RPR) available throughout the design phase services contract to serve as a field resource for constructability issues and input.

I. Project Needs/Goals

1. Determine deficient sewer structures and surface features that contribute to local flooding and basement back-ups within specific areas defined by the SSP Team.
2. The SSP Team will conduct a detailed analysis of the existing combined sewer for use as either a storm sewer system or as a sanitary sewer system. It is assumed that the existing combined sewer will be used as a sanitary sewer system.
3. Perform a detailed routing/connection analysis of the new storm system confirming size requirements and conformance with goals of the Federal Consent Decree.
4. Perform a concept evaluation to determine feasible and functional Green Infrastructure solutions to implement at the Green Infrastructure sites that will achieve a significantly higher level of combined sewer overflow control downstream of the project area.
5. Recommend the most cost-effective alternative to meet the project objectives.
6. Provide preliminary design (30%) for recommended improvements, including new separate storm system, rehabilitation of the existing combined system, and Green Stormwater Infrastructure (GSI).

7. Conceptual design for water main replacements.
- J. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:
 1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Envision™ Sustainability Design
 3. Task Series 300 - Public Involvement and Neighborhood Coordination
 4. Task Series 400- Field Investigations and Data Review
 5. Task Series 500 – Alternatives and Conceptual Evaluation
 6. Task Series 600 - Preliminary Design
- K. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL 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.
- L. Capital or Annual Cost Opinions. All opinions of probable construction cost developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 regarding methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work shall be made based on experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project cost will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL shall be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete Task Series 100 through 600 within 300 calendar days following NTP, provided the CITY's distribution of field information (system characterization, manhole inspection data and CCTV data) is provided by the CITY to the DESIGN PROFESSIONAL no later than the date(s) stated in Section V. If the above stated field information is not provided by the stated date, the project schedule will be extended based upon DESIGN PROFESSIONAL substantiating the impact of not receiving any information to the satisfaction of CITY. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written review comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. A review meeting will be scheduled and conducted by DESIGN

PROFESSIONAL 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 DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL in completion of the Work. DESIGN PROFESSIONAL will provide the following management activities.

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Schedule shall be in Primavera (P6) or later version or Microsoft Project. Complete project setup in DESIGN PROFESSIONAL systems to meet the reporting and invoicing requirements of the CITY.

This task includes initial project setup time as well as 4 hours per month of Design Professional project manager time and 4 hours per month of other Design Professional staff time. This also includes 2 hours per month for each subconsultant project manager.

Task 102 Monthly Invoicing, Project Status Reports, and Project Schedule

DESIGN PROFESSIONAL shall develop a baseline schedule and submit for initial review and approval in eBuilder via the *Design Schedule Review* process. Prior to submitting monthly invoices, DESIGN PROFESSIONAL shall update the schedule monthly to reflect the progress reported in the status report and submit the updated schedule for review and approval in eBuilder via the *Design Schedule Review* process.

1. If schedule is produced in Primavera the layout shall include the following, in order.
 - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
 - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).

3. Schedule shall be submitted in an eBuilder workflow, on a monthly basis, one week prior to invoicing for approval. DP shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DP shall propose a recovery schedule and plan for approval.

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated, approved project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's eBuilder document management system. The CITY will provide a template for the project status report. Each invoice submitted by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY.

The monthly project status report shall capture input and review comments from the monthly *Design Schedule Review* process that identifies work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. DESIGN PROFESSIONAL shall include updated tracking graph of the initial invoice forecast baseline and invoice totals to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast, including M/WBE.

This task includes 2 hours per month of DESIGN PROFESSIONAL project manager time and 3 hours per month of additional DESIGN PROFESSIONAL staff time. This task also includes 2 hours per month for each subconsultant.

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 Civil Rights and Equal Opportunity (CREO) Department.

Task 104 Quality Control

DESIGN PROFESSIONAL'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 Work Plan

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the 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 field crew leaders and contact information.
 - b. A summary of the project's scope of services and the DESIGN PROFESSIONAL's plan to complete the work within their project schedule.
 - c. The DESIGN PROFESSIONAL's approved baseline project schedule.
 - d. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced monthly through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast that clearly shows each of the monthly amounts forecasted.
 - e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested and at the time of the construction phase services at a minimum.

Task 106 Meetings

1. **Project Kickoff Meeting.** After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, the proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting summaries one week after the meeting date. This meeting will include up to thirteen

staff from DESIGN PROFESSIONAL, including key staff from subconsultants. The meeting is assumed to be in person and will last no more than 2 hours.

2. **Monthly Progress Meetings.** Participate in up to nine (9) virtual progress meetings lasting no more than one hour with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items shall be discussed. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting summaries. These meetings will include three DESIGN PROFESSIONAL staff, and each subconsultant will send one staff member to an average of four of the nine meetings.

TASK SERIES 200 - ENVISION™ SUSTAINABILITY DESIGN

Task 201 Envision™ Credits

Envision™ will be utilized by CITY and DESIGN PROFESSIONAL to evaluate the use of enhanced sustainability measures that consider environmental quality, social equity, and economic vitality. The DESIGN PROFESSIONAL shall evaluate Envision™ credits and include a summary of applicable Envision™ credits (Version 3, 2018) in the Basis of Design Memorandum and explain why these credits will achieve a higher level of sustainability on this project. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template, provided by the CITY. At the completion of preliminary design, the CITY will review DESIGN PROFESSIONAL's Envision™ recommendations and decide which Envision™ credits to include in the project during the final design phase. This effort includes no more than 40 hours to complete the assessment and review of potential credits to be summarized in t.

The Envision™ certification and credit support documentation is NOT included in this scope, but the DESIGN PROFESSIONAL shall review the Envision™ credit support documentation requirements from the Envision™ Guidance Manual. If the CITY decides to move forward with Envision™ verification, an amendment to this contract or a separate contract will be required. The DESIGN PROFESSIONAL shall be responsible for the Envision™ credit scores as reported during the project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

TASK SERIES 300 - PUBLIC INVOLVEMENT AND COORDINATION

Task 301 Stakeholder Workshops

The CITY will coordinate and lead a series of stakeholder meetings during design. DESIGN PROFESSIONAL shall assist CITY by providing requested meeting materials and participate in up to 10 stakeholder engagement meetings during design. The purpose of these Stakeholder Workshops is to determine the level of interest and support for the use of green infrastructure and to engage key stakeholders in the project area and discuss potential use of green infrastructure to effectively manage storm water to reduce sewer overflows and provide community quality of life benefits. DESIGN PROFESSIONAL shall participate in each meeting. This effort assumes up to two staff from DESIGN PROFESSIONAL will provide a total of 4 hours in preparation and meeting attendance for each meeting.

Deliverables

- Provide 24"x36" copy of Map of planned green infrastructure and sewer separation with concept construction limits and update to project Fact Sheet, prepared in Task Series 500.
- Provide 24"x36" copy of three (3) renderings consisting of one plan view and two perspective views prepared in Task Series 500 to show planned green infrastructure improvements at 30% design phase.

Task 302 Public Meeting Assistance

The CITY will coordinate and lead one public meeting during 30% design. DESIGN PROFESSIONAL shall assist CITY by providing requested meeting materials for one Public Meeting. Input from the public regarding the planned green infrastructure, sewer separation improvements, basement backups, local ponding, construction impact, traffic control, parking, and any other challenges related to planned improvements shall be documented by the SSP Team and provided to the DESIGN PROFESSIONAL for incorporation into 60% and 100% design in a subsequent phase. This effort assumes five staff will provide a total of four hours each in preparation time and meeting attendance.

Task 303 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the smoke testing, dye testing, and preliminary design phase of the project. Document communications with property owners and promptly provide copies of said documentation to the CITY. The CITY shall respond to requests for information from public officials and the media.

Assist the CITY in identifying up to 20 property owners within the basin to directly communicate and coordinate field activities. These property owners shall include large warehouses, factories, hospitals, schools, nursing homes or other facilities that could be impacted by smoke testing work. The DESIGN PROFESSIONAL shall coordinate on-site meetings with an owner's representative, provide materials prepared as part of Task 402, coordinate schedule of field activities, including access to property to perform and monitor smoke and dyed water testing. If the estimate above is not adequate, the additional large property owners, over the estimate above, shall be added as Optional Services.

TASK SERIES 400 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 401 Review Existing Reports, GIS, and Field Data

The SSP Team will compile and review pertinent existing data and reports, available GIS information, and other related data obtained previously by or for CITY within the project area. The SSP Team will identify 20% of the existing combined sewer pipe length and 20% of the existing manholes and provide this information along with relevant CCTV video and inspection data to DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL will review CCTV inspection videos and data (for approximately 7,750 linear feet of pipe) and manhole inspection reports (for up to 46 manholes) to identify defects in main sewers, manholes, and service laterals, verify system connectivity, and also identify private I/I defects. Reference WSD protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. Smoke Testing Protocol dated October 2017
3. Sewer Line Investigation Protocol dated November 2020
4. Dyed Water Testing Protocol dated September 2013

Task 402 Smoke Testing

1. Smoke Testing Notification - Prior to beginning smoke testing activities, the DESIGN PROFESSIONAL shall distribute a project-specific door hanger to the affected properties (up to 100 properties) providing notification of smoke testing. The DESIGN PROFESSIONAL will be responsible for printing and distribution of the door hangers (drafted by CITY) no later than 48 hours in advance of smoke testing. Smoke testing mailers for the entire project area will be developed and distributed by the CITY two (2) weeks prior to commencement of smoke testing. The DESIGN PROFESSIONAL shall provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personnel as specified by the CITY. If an unexpected weather event delays smoke testing after mailers/door hangers are distributed, the DESIGN PROFESSIONAL shall redistribute door hangers accordingly.
2. Smoke Testing Performance - The DESIGN PROFESSIONAL shall perform smoke testing in the Area designated by the SSP Team, up to 7,750 linear feet of sewer pipe (46 sewer segments) up to 36-inch in diameter to identify defects in the public sewer system and private connections without trespassing private property. The DESIGN PROFESSIONAL shall develop field maps using system maps provided by the CITY. Smoke testing shall be implemented in accordance with the Smoke Testing Protocol. Suspect stormwater sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether the source exists. Payment for smoke testing shall be based on the approximate linear feet of pipe on a per foot basis as listed in **Attachment D**.

Deliverables

- Summary report of stormwater sources identified from smoke and dyed water testing.

Task 403 Dyed Water Testing

Dyed water testing of suspected stormwater sources identified by smoke testing shall be performed at up to six (6) locations to verify their direct connection to the combined sewer system. The DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with the Dyed Water Testing Protocol. Suspect stormwater sources will not be submitted on inspection forms or in the database(s).

Potential stormwater sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, interior roof drains and other public or

private infrastructure. Photographic records shall be made of each confirmed source identified during dyed water testing. All dyed-water tests shall be recorded on the CITY field forms.

Payment for each dyed water test shall be on a unit price basis for each test as listed in **Attachment D**. If CCTV is required in conjunction with dyed water testing, payment for CCTV shall be on an hourly rate basis as listed in **Attachment D**. The price for each dye water test includes 1.5 hours of field crew time. Any additional time above 1.5 hours will be billed on an hourly rate basis as listed in **Attachment D**.

Deliverables

- Deliverables listed in Task 402.

Task 404 Private Property Investigations

Investigations will be performed on up to 20 commercial properties only. Residential properties will be investigated by the Keep out the Rain team. The purpose of this investigation will be to identify connectivity of private storm and sanitary sources, to determine how each private property will be impacted by sewer separation. Work item includes:

1. Investigate each commercial property in the project area for external inflow sources, including disappearing downspouts, internal roof drains, driveway drains, or other area drains. Identify inflow sources to be investigated as part of Task 404.
2. Schedule and investigate commercial properties for service lateral location in areas where new sanitary sewers are proposed and where multiple service lead discharge locations are possible. As the anticipated separation plan includes new sanitary sewers, it is important to identify the location of service laterals for these properties to effectively design the proposed sewers. Investigations generally will consist of sound testing, document review, dyed water testing and/or line locating using CCTV data and other methods. The scope assumes investigation of 20 commercial properties. Work with commercial property owners to complete questionnaires regarding sanitary facilities on property and history of flooding. Create detailed sketch of each commercial property and label inflow locations and service laterals locations. Note inflow locations and service lateral locations on the base map to be incorporated into preliminary design. Payment for each private commercial property investigation will be paid on unit price basis as listed in Attachment D. Service lateral locating is used when dye testing is not successful or cannot be used, or where the exact location of a service lateral is necessary, such as at cross-lot or alley sewers. The scope assumes service lateral televising/locating will be necessary at 45 properties. Payment for service lateral televising shall be based on a per lateral unit price basis as listed in Attachment D.

Task 405 Summary of Results for Dyed Water Testing, Smoke Testing and Private Property Investigation

The DESIGN PROFESSIONAL shall submit a summary of work completed along with property questionnaires and a sketch for each private property. The DESIGN PROFESSIONAL shall also submit a project area map with each sewer main and lateral investigated color coded by flow type (sanitary, storm, or combined).

Task 406 Topographic Survey

The DESIGN PROFESSIONAL shall conduct topographic survey to serve as the basis for preliminary design. This topographic survey will include both pipeline route areas and green infrastructure sites, defined as follows:

Pipeline Route Survey within the Sewer Separation Area. Provide the necessary field design surveys, based on the conceptual design alignment provided by the SSP Team in Exhibit A Description of Stormwater Collection and Green Infrastructure: 37th and Norton, for the preparation of construction drawings and specifications for new storm sewer. Total linear feet of surveying, for budgeting purposes, is estimated to be 13,000 linear feet (the width assumptions are stated below).

Green Infrastructure Site Survey. Provide the necessary field design surveys, based on the conceptual design sites, for the preparation of construction drawings and specifications for green infrastructure sites. Up to 26 acres of topographical surveying is assumed for budgeting purposes. This will include topographical and utility survey but will not include survey of trees or landscaping.

Existing conditions shall be surveyed to determine critical features within the project area. The survey shall be delivered in standard text file, electronic topographic survey files including contours at one-foot contour interval in CAD format.

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey - Perform a detailed topographic survey within limits agreed on with the CITY, along easements where existing combined sewers are located, within existing public right-of-way and street corridors from a minimum of right-of-way to right-of-way where existing sewers are located, or where new storm sewers are likely to be required.
3. The survey may extend beyond CITY right of way as needed for potential work in existing or anticipated future easements and/or acquisitions. The topographic survey will include but not be limited to the location of combined sewers, storm sewers, sanitary sewers and associated structures with top/invert elevations, shape, material and diameter, as applicable; water and gas utilities including all valves, meter pits, fire hydrants, pressure reducers, regulators, etc.; overhead utilities including power poles, telephone poles, and light poles; underground electric and communication utilities; street and pavements including sidewalks, streets, driveways, parking lots, and unimproved roadways; trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas) and landscaping indicating type and diameter; and structures including buildings, retaining walls, fences and other visible improvements within the survey boundary determined by the DESIGN PROFESSIONAL.
4. Prepare Base Map - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded

plats, deeds, etc. Existing sewer and water utilities shall be labelled as shown in the CITY's GIS.

5. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.

As needed, the DESIGN PROFESSIONAL shall safely conduct a windshield survey following significant rainfall event(s) to identify low spots or sump locations within the project area. The DESIGN PROFESSIONAL shall utilize the CITY's LiDAR data for verification. The DESIGN PROFESSIONAL shall capture images of ponded or sump locations as supplemental information for preliminary engineering evaluation.

Deliverables

- Electronic data files of the survey(s) and other requested information. Metadata should be incorporated into every digital file to document date, source, methodology, etc. Submit a digital file in AutoCAD format containing the full survey drawing. This drawing must be created at its real State Plane Coordinates NAD 1983 position and the view shall be un-rotated from the coordinate system so that the NORTH points orthographically vertical in the screen.
- An ascii point file (.txt or .csv) in "pnezd" comma-delimited format representative of all data collected.
- Full-sized digital PDF copy(s) of the survey signed by a Registered Land Surveyor (RLS).

Task 407 Utility Coordination

Follow the first two steps of the City's standard four step process. Before alignments have been set, contact utilities, and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard City's utility notification form. Follow up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the CITY copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the DESIGN PROFESSIONAL. Copies of all correspondence with the utilities should be submitted to WSD in a packet with the Conceptual drawings.

Task 408 Geotechnical Investigation

1. Defer to final design.

Task 409 Environmental Desktop Evaluation

The DESIGN PROFESSIONAL shall perform a desktop assessment of the project storm sewer and green stormwater infrastructure improvement areas, using a search of Environmental Database Reports (EDR), Sanborn® Maps, historical aerial photographs, and natural, cultural, and socioeconomic resources information. A NEPA Check will also be requested with the EDR and other publicly accessible natural resource, cultural resource, demographic, socioeconomic, and

environmental justice data sources will be researched. The results of the review will be used to determine permitting and additional investigations during detailed design.

The desktop review will be summarized to identify potential environmental conditions including hazardous materials, natural resources, critical habitat, historic and cultural resources, socioeconomic status of the surrounding community, and potential environmental justice communities. The baseline information will be used to evaluate the potential impacts and permit requirements and to identify the risks and mitigation strategies for construction. Additional necessary environmental work will be noted including environmental site assessments, wetland and stream delineations, habitat assessments, and historic and cultural resources investigations. Potential permitting requirements will also be identified based upon this information.

The Environmental Desktop Evaluation findings will be discussed at a monthly progress meeting, and decisions or directions based upon the findings documented in meeting minutes. These desktop evaluation findings, along with decisions or directions based upon the findings, will be included in an Environmental and Permitting Review Summary Memorandum that will become incorporated in the Alternatives Analysis Technical Memorandum (Task 505) and the Basis of Design Memorandum (Task 602).

TASK SERIES 500 - ALTERNATIVES AND CONCEPTUAL EVALUATION

The DESIGN PROFESSIONAL shall provide recommendations for the final Design Concept for CITY's consideration based on results of evaluation of Primary and Alternative concepts with a combination of project parameters.

Task 501 Hydrologic and Hydraulic Modeling

1. The SSP Team shall utilize the existing combined sewer system model in InfoWorks ICM platform to conduct the necessary hydraulic assessment of the post-separation combined sewer system. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be performed by the SSP Team in accordance with the *Smart Sewer Program H&H Modeling Protocol* dated March 2022. The existing combined sewer model shall be used to perform the following tasks:
 - a. Determine existing condition overflow characteristics at each diversion structure and flow splits upstream of Outfall 040.
 - b. Simulate overflow reduction achieved from CSO control alternatives.
 - c. Simulate dry-weather flow rates and velocities in combined sewers proposed for conversion to sanitary sewers.
2. The DESIGN PROFESSIONAL shall separately analyze and conceptually size new stormwater collection systems with a continuous simulation, dynamic modeling software. This model will utilize the combined sewer InfoWorks ICM model network and modify the collection system to include proposed separate storm sewers, catchments, runoff parameters, etc. This stormwater model will be used to determine the 10-year flows and water surface elevations for the project area. The separate stormwater model shall be used to perform the following tasks:
 - a. Hydrologic and hydraulic modeling of stormwater collection system including

- Conceptual sizing of storm sewers for the following LOS:
 - 10-Year Level of Service for betterment to provide higher level of service for local drainage.
 - Assess overland flow extents utilizing 2D hydraulic simulation for 10-year and 100-year storm events along the proposed storm sewer alignments.
 - b. Conceptual sizing and hydraulic modeling of green infrastructure facilities to support Tasks 502 and 503.
 - c. Determining discharge characteristics of outfalls to receiving stream and channel improvements required to accommodate increased flows.
3. Selected model results pertinent to the design shall be included in the Alternative Evaluation Technical Memorandum and in the Basis of Design Memorandum.

Task 502 Proposed Storm Sewer, Sanitary Sewer, and GSI Alternative Evaluation

The DESIGN PROFESSIONAL shall prepare an alternatives evaluation to provide separate storm sewer and green infrastructure.

The DESIGN PROFESSIONAL shall at a minimum perform or develop the following elements for the development of the alternatives analysis:

1. Establish sewer layout for new storm sewer system to provide complete separation within the project area.
2. Evaluate the effects of the separate/new storm system on the open channel through the green space area between 33rd and 38th Streets. Determine the proposed stormwater flows and velocities for the typical year of precipitation, as well as the 2-, 10- and 100-year design storms and their effects on the existing open channel.
3. Evaluate the inclusion of Green Stormwater Infrastructure (GSI) focusing on applications that will reduce the size or extents of the existing or proposed storm sewers, reduce costs, or reduce downstream flooding and/or erosion. The GSI evaluation shall include the following:
 - a. Gather and review available GIS data provided by the CITY. GIS shapefiles for topography, property ownership, aerial photography, sewer system characterization, diversion structures, outfalls, stormwater inlets, impervious surfaces, zoning, and other site relevant data will be provided.
 - b. Documentation of existing site features based on an evaluation of GIS data and one site visit, including but not limited to existing drainage paths; existing underground infrastructure based on GIS layers and design plans; stormwater inlet locations; apparent downspout connections; erosion concerns; and other site information that may influence the concept design.
 - c. Assess up to three sites for potential areas where green infrastructure can be incorporated into the existing site conditions. The available area and the capacity/volume of each site/location to capture and store stormwater runoff shall be estimated.
 - d. Identify the operations and maintenance considerations, including trash and sediment management, and potential contaminated runoff. These considerations will be

- integrated into the design and operation elements to develop recommendations for implementation of green stormwater infrastructure.
- e. Prepare for and conduct an in-person pre-screening review meeting with City staff. The purpose of the pre-screening review meeting will be to develop and refine a list of GSI alternatives considered as potentially viable for the project area along with potential limitations, challenges, and benefits of their implementation. This pre-screening review meeting will include 4 DESIGN PROFESSIONAL staff attendees at a meeting that lasts no longer than 2 hours.
 - f. Prepare concept-level location drawings and details and cost/benefit analysis for up to 2 viable alternatives. Identify institutional and regulatory barriers with alternatives as well as possible resolutions. Prepare for and conduct an in-person meeting to discuss the outcomes of the alternative's evaluation. It is anticipated that one selected concept will undergo up to 2 revisions. Provide a concept design rendering for the SSP Team selected GSI concept. This alternatives meeting will include 5 DESIGN PROFESSIONAL staff attendees at a meeting that lasts no longer than 2 hours. This meeting will provide feedback in preparation for the Recommended Alternatives Workshop. Additional GSI alternative's meetings will require authorization through Optional Services.
4. Develop opportunities for siting of community enhancements, public education, and public art to be integrated with green infrastructure at the 37th & Norton Project site.
 5. Determine water mains required to be replaced due to coincident disturbance and/or required replacement during the proposed infrastructure improvements. Additional water main replacement for age, cost-effectiveness, or for limiting public disruption will be determined by communications with KC Water's potable water distribution personnel. Assume one meeting with KC Water staff to discuss potential water main replacements in the project area.
 6. Evaluate the need and potential costs for rehabilitation of existing sewers for those sewers identified by the SSP Team in Task Series 400.
 7. Complete a tree survey by a landscape architect or arborist in green infrastructure areas to identify trees of high ecological or other potential high impact to the project.
 8. Determine overall impact of each of two alternatives on clearing of high value trees and existing tree cover.
 9. It is assumed that approximately 13,000 LF of new storm sewer in the separation area will be combined with approximately 2,500 linear feet of open channel/Green Infrastructure and approximately 2,500 linear feet of sewer trunk line extension southeast of the separation area.

Task 503 Landscape Architecture Design

The DESIGN PROFESSIONAL will provide landscape architecture design services for proposed green infrastructure and community improvement areas to:

- Provide materials for the Public Engagement meetings (Task 200) to inform potential green infrastructure solutions, park amenities, neighborhood context sensitive solutions, economic

development opportunities, and coordinate with adjacent development project teams and community organizations. This support shall include written content and graphics for community surveys, questionnaires and discussion topics related to anticipated park and community enhancement features, amenities, and landscape-oriented solutions.

- Collaborate with the SSP team to anticipate future Park and Heartland Conservation Alliance related betterments to be integrated with green infrastructure design solutions. These initial strategies are intended to link together various grey and green infrastructure solutions to address the anticipated treatment, storage, and infiltration needs of the project while preparing for investment in park and open space amenities by other entities.
- Following validation of the preferred project concept, DESIGN PROFESSIONAL shall develop a preliminary improvement plan for green infrastructure and other site improvements necessary to discuss future community improvements and potential park amenities based on input from other City departments and stakeholders, including Heartland Conservation Alliance. A summary narrative will also be developed in the Alternatives Evaluation Technical Memorandum which will describe how the concept reflects and integrates stakeholder and community preferences from initial engagement efforts.
- Design of green infrastructure will include: soils recommendations, landscape planting recommendations for green infrastructure to include a preliminary plant palette, and preliminary site grading and cross-sections.

Task 504 Recommended Alternative Workshop

The DESIGN PROFESSIONAL will facilitate a collaborative Recommended Alternative Workshop. The objective of the meeting will be to reach consensus on the recommended alternative to advance to preliminary design. The DESIGN PROFESSIONAL shall provide recommendations for the final Design Concept for CITY's consideration based on results of evaluation of 2 GSI concepts with a combination of project parameters.

The meeting presentation materials will include a summary of the Alternatives including:

1. Maps/Schematics of the two Alternatives
2. Proposed Sewer Separation Routing and Sizing for stormwater collection
3. Potential enhancements and betterments
4. Class 5 Opinion of Probable Cost
5. Life cycle and Operations and Maintenance Costs
6. Permitting challenges and opportunities for efficiency
7. Community benefits and impacts, and an assessment of each alternative relative to feedback receive in Task Series 200
8. Anticipated schedule and phasing
9. An advantages/disadvantages/risks assessment summary table
10. Recommendation of Alternative for advancement to preliminary design

The DESIGN PROFESSIONAL will prepare and submit an agenda to the CITY prior to this workshop meeting and prepare/distribute meeting minutes within five (5) calendar days after its completion. Following the workshop, the CITY shall notify the DESIGN PROFESSIONAL of the chosen alternative within 21 days of the workshop. This meeting will include up to 5 DESIGN PROFESSIONAL staff for this in-person meeting that will last no more than 2 hours.

Task 505 Alternative Evaluation Technical Memorandum

Upon notification of the chosen alternative the DESIGN PROFESSIONAL shall submit an Alternatives Evaluation Technical Memorandum (TM) describing the evaluated alternatives. At a minimum, the TM shall include the following:

1. Executive Summary, introduction and discussion of how the project meets the performance criteria of the CITY's Smart Sewer Program and Federal Consent Decree
2. Existing system description
3. Summary of field investigation findings
4. Summary of Public Engagement activities and outcomes
5. Flow schematic with tributary areas and outfalls for storm sewers
6. Description of the alternatives considered to meet the SSP requirements, Federal Consent Decree and other CITY criteria
7. Advantages/disadvantages/risks assessment summary table including risks associated with environmental data from desktop evaluation
8. Comparative risks or difficulties related to permitting of the alternatives
9. Conceptual improvement schematics for each alternative
10. Suspected environmental and natural resource issues from desktop evaluation as it relates to preferred alternative
11. Modeling analysis and results pertinent to the storm sewer design
12. Existing sewer rehabilitation recommendations for each alternative
13. Comparative risks or difficulties related to easement/property needs for each alternative
14. Green Infrastructure evaluation, landscape architecture design, and concept renderings
15. Opinion of probable construction costs for each alternative. The opinion of probable construction cost shall be a Class 5 estimate consistent with AACE standards
16. Estimated operations and maintenance costs
17. Recommended alternative with detailed information used for design or to make decisions about changes during construction including:
 - a. Design storm criteria
 - b. Tributary subsystem runoff calculations and factors
 - c. Storage volumes above and below ground for green infrastructure or CSO storage (if applicable)
 - d. Operation and maintenance considerations
 - e. Detailed cost information and assumptions
18. Plan for phased implementation of projects recommendation in coordination with the CITY based on budget projections, construction sequence, and operation of businesses, CITY facilities and institutions within the project area. The DESIGN PROFESSIONAL shall consider site stabilization needed for proper implementation of select green infrastructure facilities.
19. Permitting requirements for the selected alternative. Include a review of streets recently receiving or with upcoming pavement reconstruction or overlay by KC Public Works within areas to be disturbed by new storm sewer or green stormwater infrastructure. Identify any sewer and/or water main construction work that would impact recently paved or future planned overlay work.

20. Summary of public and stakeholder engagement feedback provided by the SSP Team along with a narrative explaining how the feedback was considered in the recommendation.

The CITY and SSP Team will review the draft Alternatives Analysis TM and provide written comments to the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall provide a final Alternatives Evaluation TM incorporating and addressing comments received.

Deliverables

- DRAFT and FINAL electronic copies of Alternatives Analysis Technical Memorandum

TASK SERIES 600 - PRELIMINARY (30%) DESIGN

Task 601 Topographic Information

The Preliminary Design task advance the selected alternative design and based on the DESIGN PROFESSIONAL's recommendation and will include the following:

- Assessment of previous TM's including data, GIS data, survey, drawings, assumptions, analysis, alignments, and costs.
- Evaluation of the site(s) may affect the preliminary design including utilities, soil conditions, existing street sections and easement needs.
- Verification that all required survey data is obtained for design.
- The separate storm system improvements will be designed in accordance with the alternative chosen in Task 505. Any significant deviations from this guidance must be approved by the CITY prior to preparation of plans.
- A hydraulic model and calculations to the extent necessary to properly evaluate the proposed storm sewer system using appropriate software and current engineering design standards.
- Analysis of, at a minimum, the alternative construction methods that may be utilized and their feasibility and requirements including:
 - Excavation Support Required
 - Dewatering
 - Pipe Subgrade and Foundation stabilization
 - Construction sequencing and phasing
- Evaluation of alignments and strategies to minimize permanent easement acquisition and to minimize utility relocation.
- Identification of permanent and temporary easements necessary for construction, and scheduling when the contact with property owners should begin based on the extent of the necessary easements.
- Preliminary design for existing structures or junction boxes that may require

modifications.

- Evaluation to minimize disruption to residents, businesses, and other stakeholders.
- Evaluation and recommendation of project construction schedule to minimize disruption and the impacts of construction on local area activities.

Additionally, in collaboration with the CITY and SSP Team, the DESIGN PROFESSIONAL shall complete a review of the permits needed for this Project, along with a proposed schedule for submission of applications for the design and construction of the Project. The DESIGN PROFESSIONAL shall incorporate permit design requirements into the Basis of Design Memorandum. Communications with permitting agencies need to be done in consultation with the CITY. No permits are anticipated for preparation or submittal for this 30% design.

Task 602. Public Infrastructure Coordination

To achieve a holistic approach in design and implementation of public improvements, the DESIGN PROFESSIONAL shall assist in coordinating and collaborating on planned improvements by other CITY departments and to reasonably integrate those improvements (with appropriate funding) within the extents of the project. The intent of this task is to plan for coordination beyond the project that includes social, economic, and environmental benefit. Cost estimates for such improvements shall be tracked separately from baseline project. The DESIGN PROFESSIONAL shall support the CITY in evaluating the following information (as available):

- Planned KC Water projects including but not limited to water main replacement.
- Planned Public Works projects including but not limited to roadway, curb & gutter, sidewalk improvements and streetlights.
- Planned development projects.
- Any department specific requirements based on the selected alternative (KC Water, KC Public Works, KC Parks)

The DESIGN PROFESSIONAL shall include recommended public infrastructure opportunities in the Basis of Design Memorandum. Department specific requirements will be provided by CITY to the DESIGN PROFESSIONAL before initiation of the Preliminary Design Task for incorporation into the deliverable.

Task 603 Basis of Design Memorandum

The DESIGN PROFESSIONAL shall submit a Basis of Design Memorandum (BDM) describing the preferred alternative recommendation for design. The DESIGN PROFESSIONAL shall provide documentation of key design parameters that can be used for future reference. The BDM shall include the following, at a minimum:

1. Executive summary
2. Introduction and discussion of how the project meets the performance criteria of the CITY's Overflow Control Plan (OCP) and Federal Consent Decree
3. Existing system description

4. Flow schematic with tributary areas for diversion structures and outfalls for storm, sewers
5. Smoke and dye testing summary
6. Summary of alternative analysis, green infrastructure analysis, and recommended alternative (include Alternative Analysis TM as an appendix)
7. Risk assessment summary table for design, construction, and operation and maintenance of preferred alternative
8. Suspected environmental issues from desktop evaluation as it relates to recommended alternative. Attach Environmental Desktop Analysis Technical Memorandum in an appendix.
9. Key design criteria for new facilities
10. Overall schematic map(s) for recommended improvements
11. Sewer and manhole rehabilitation recommendations
 - a. Evaluation of the existing combined and sanitary sewer CCTV and Manhole inspections to determine if any sewer and manhole rehabilitations are to be included with the project. This will include coordination with any previous Neighborhood Sewer Rehabilitation and Large Diameter Sewer Rehabilitation.
12. Potential water main relocations, utility conflicts, and other public infrastructure opportunities
13. Detailed description including maps of ROW acquisition needs
 - a. This includes GIS maps and CAD files. This does not include legal descriptions, title reports, or exhibits prepared by a licensed surveyor.
14. EnvisionTM evaluation of the selected alternative.
15. Opinion of probable construction costs for recommended alternative, consistent with AACE standards, Class 4 estimates.
16. Summary of recommended alternative with detailed information used for design or to make decisions about changes during construction including:
 - a. Design storm criteria
 - b. Tributary subsystem runoff calculations and factors
 - c. Storage volumes above and below ground for green infrastructure or CSO storage (if applicable)
 - d. Operation and maintenance considerations
 - e. Detailed cost information and assumptions.
17. During 30% design the team will review assumptions, risks, and other items that may impact the proposed implementation of the selected alternative.
18. Summary of public and stakeholder engagement feedback provided by the SSP Team along with a narrative describing how feedback was considered in the recommendation.

Task 604 Preliminary Design (30%) Drawings

The DESIGN PROFESSIONAL shall prepare Preliminary Design (30%) drawing submittal for review by the CITY and SSP Team. Drawings shall at a minimum include the following:

1. Cover Sheet meeting KC Water standards
2. Sheet Layout Map sheet
3. Survey Horizontal and Vertical Control Sheet
4. Demolition Sheets
5. Plan and Profile Sheets of proposed storm sewer, Including approximately 13,000 linear feet within the sewer separation area and 2,500 linear feet downstream of the separation area.
6. Preliminary Design Sheets for Green Infrastructure and landscape design.

Task 605 30% Design Workshop

The CITY and SSP Team will review 30% plans and provide written comments to the DESIGN PROFESSIONAL within 21 days. Within 14 days of receipt of comments the DESIGN PROFESSIONAL shall schedule a workshop to review comments on the BDM and drawings, as well as to discuss issues related to final design of the project. A final electronic copy of the BDM will be prepared incorporating comments received from the CITY and SSP Team.

Deliverables

- DRAFT and FINAL electronic copies of Basis of Design Memorandum
- FINAL Preliminary (30%) Design Drawings
- FINAL storm sewer system model

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an allowance amount 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 unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

V. CITY'S RESPONSIBILITIES

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

- A. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within fifteen (15) calendar days of receipt of a written request by DESIGN PROFESSIONAL.

- B. Manhole Inspection Data and System Characterized GIS shall be delivered to DESIGN PROFESSIONAL within 30 days of notice to proceed.
- C. CCTV data shall be delivered to DESIGN PROFESSIONAL by sixty (60) days following the Notice to Proceed.
- D. CITY's Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
- E. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City’s software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user’s fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City’s software service provider at their own expense.
4. Support: City’s software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during

construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.

6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings.

If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. Submittal Specifications

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

3. Questions/Technical Support

In the instance of a technical error, question, or discrepancy in the process please contact:

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

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

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

ATTACHMENT C

ENGINEER FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

ATTACHMENT C

SCHEDULE OF POSITION CLASSIFICATIONS

RAW BILLING RATE SCHEDULE

(Rates are for the period from January 1, 2024 through December 31, 2025)

CDM Smith Inc.

<u>LABOR CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER INTERN	\$19 to \$26
ENGINEER 1-2	\$24 to \$58
ENGINEER 3-4	\$39 to \$74
ENGINEER 5-6	\$49 to \$87
ENGINEER 7-8	\$57 to \$97
PROJECT MANAGER (PM)	\$66 to \$116
SENIOR PROJECT MANAGER (SPM)	\$70 to \$121
CLIENT SERVICE LEADER (CSL)	\$78 to \$128
QUALITY CONTROL MANAGER	\$71 to \$120
PRINCIPAL IN CHARGE (PIC)	\$78 to \$130
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$20 to \$40
DRAFTER 3-4	\$25 to \$48
DRAFTER 5-6	\$31 to \$56
DRAFTER 7-8	\$38 to \$63
<u>PROFESSION ADIMINSTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$20 to \$55
PROJECT ADMINISTRATOR	\$22 to \$59
CONTRACT ADMINISTRATOR	\$26 to \$63

ATTACHMENT D

UNIT COSTS



UNIT PRICES

Project Number:81000998

Project Title: Stormwater Collection and GI 37th and Norton

[illegible]

ATTACHMENT E

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

ATTACHMENT E

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F

CREO KC DOCUMENTS

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



Project Number-81000998
SSP Stormwater Collection & Green Infrastructure: 37th & Norton

CREO Document Upload:#1

Subject: CUP/LOI Document Upload | Contract WSD1672
Initiator: Driskell, Jamie
Date Created: 01.23.2024 04:41PM
Department: Water Services

Process Information

Document Type: CUP/LOI
Date Submitted: 01.23.2024
Date Received: 01.23.2024
Contract Number: WSD1672
Prime Contractor: CDM SMITH INC
Amount of Project: 1100000.00
%MBE 13
%WBE 13
%DBE 0

Special Instructions:

CREO - Division of Economic Equity & Inclusion

Contractor Utilization Plan Approval FormPrepared J Driskell
by:**e-Builder users:** Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.

Date: 1/23/24

Contract/Project Number: 81000998 / 1672	Project Name: Stormwater Collection & Green Infrastructure: 37th & Norton
Developer/Prime: CDM Smith	Contact Name: Chris Burns 816-412-3123
Address: 8080 Ward Parkway KCMO 64114	Email: brummerje@cdmsmith.com

Full Contract Value: \$ 1,100,000.00

Funding: ☐ City ☐ State ☒ Federal ☐ CO-OP ☐ Grant: ☐ Other:

Project Requirements: ☐ M/WBE ☐ DBE ☐ Section 3 ☐ N/A

Tax Incentive: ☐ LCRA ☐ TIF ☐ PIEA ☐ N/A ☐ Other:

Prevailing Wage: ☐ Yes ☒ No

Davis-Bacon: ☐ Yes ☒ No

Construction Employment Program: ☐ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.
☐ NO: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>13</u> %	MBE: <u>16</u> %
WBE: <u>13</u> %	WBE: <u>27</u> %
Non-certified firms: <u>0</u> %	Non-certified firms: ____%

Contract Type (select one): ☐ Construction ☐ Design-Build ☒ Design Professional ☐ Professional Services
☐ General Services ☐ Facilities Maintenance/Repair/Renovation ☐ Concessions ☐ Co-operative
☐ Revenue Sharing ☐ Non-Municipal Agency ☐ Other Goods & Services ☐ Other _____

Project Manager: Mike Alexander

Email: malexander@hgcons.com

Additional Information:

Project Manager is Mike Alexander. He works for HG Consults 816-895-9133

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**The Contractor Utilization Plan is:**☒ Approved☐ Disapproved16 % MBE27 % WBE

____ % DBE

The Request for Good Faith Efforts Waiver is:☐ Approved☐ Disapproved☐ Not Applicable**Appeal Sent to FICB or Incentive Agency?**☐ Yes

____ FICB

____ Incentive Agency

☐ No

CREO Signature: _____

*Gabriel Kuer*Date: 1/26/2024**Comments:**

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.

CREO EEI Contractor Utilization Plan Approval Form REVISED 12-01-2023

Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form

Date: 1/24/23

Form Prepared By: Kimberlee Hughes

Contract/Project Number: 81000998 / 1672		Project Name: Stormwater Collection & Green Infrastructure: 37th & Norton	
Developer/Prime: CDM Smith		Contact Information: Chris Burns 816-412-3123	
Final Contract Value: \$ 1,100,000.00		Project Manager: Mike Alexander	
Funding:	<input checked="" type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Project Requirements:	<input checked="" type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> Section 3
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA
Prevailing Wage:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Davis-Bacon:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.		
	<input checked="" type="checkbox"/> No: Workforce hours are less than 800 and project cost is less than \$300,000.		

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: _____	Ch. 38: _____
RSMo 213: <u>0</u>	Title VI: _____
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: _____

Contract Type:

- ☐ Construction
 ☐ Design-Build
 ☒ Design Professional
 ☐ Professional Services
☐ General Service
 ☐ Concession
 ☐ Other Goods & Services
 ☐ Non-Municipal Agency
☐ Co-Operative
 ☐ Revenue Sharing
 ☐ Facilities Maintenance/Repair/Renovation
☐ Other:

Additional Information:

Project Manager is Mike Alexander. He works for HG Consults 816-895-9133

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**The Document is:**

☐ Approved ☐ Disapproved

Changes Needed:

Federal Provisions Included:

☐ Approved ☐ Disapproved ☐ Not Applicable

CREO Signature:

Gabriel Kuer
 72A9990E20E842D...

Date: 1/26/2024

Comments:

Inter-Departmental Communication

Date: January 25, 2024
To: Council member Kevin O'Neill, Chair, Transportation, Infrastructure & Operations Committee
From: Jaime Guillen, Director; Civil Rights & Equal Opportunity Department
Subject: CUP Summary #: 81000998 / 1672

CONTRACTOR: CDM Smith
Address: 8080 Ward Parkway,
KCMO 64114
Contract # & Name: 81000998 / 1672 - Stormwater Collection & Green Infrastructure 37th & Norton
Contract Amount: \$1,100,000.00
Contract Type: Design Professional
MBE Goal: 13%
WBE Goal: 13%
Total MBE Achieved: 27.7%
Total WBE Achieved: 16%

MBE SUBCONTRACTORS:

Name: Taliaferro and Browne
Address: 1020 E. 8th Street,
Kansas City, MO 64106
Scope of Work; Surveying and preliminary design services
Subcontract Percentage: \$304,700.00
Ownership: Hagos Andebrhan
Structure: African American, Male Code:01

WBE SUBCONTRACTORS:

Name: Vireo
Address: 414 Oak St Suite 101,
Kansas City, MO 64106
Scope of Work: Landscape architecture, public involvement and
concept design of green infrastructure
Subcontract Percentage: \$102,300.00
Ownership: Ms. Robin Fordyce
Structure: Caucasian female Code:27

WBE SUBCONTRACTORS:

Name: TREKK Design Group LLC
Address: 1411 E 104 St,
Kansas City, MO 64131
Scope of Work: Field investigation of infiltration sources and combined
sewers
Subcontract Percentage: \$73,700.00
Ownership: Kimberly Robinett
Structure: Caucasian, Female Code: 27

Comments:



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 1672/81000998

Project Title Stormwater Collection and Green Infrastructure 37th and Norton

Stormwater Collection and Green Infrastructure 37th and Norton
(Department Project)

SmartSewer KCMO
Department

CDM Smith

(Bidder/Proposer)

STATE OF Missouri)
COUNTY OF Jackson) ss

I, Chris Burns, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are 13 % MBE and 13 % WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 27 % MBE 16 %
WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 1,100,000.00

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

Name of M/WBE Firm Taliaferro and Browne

Address 1020 E. 8th Street, Kansas City, MO 64106

Telephone No. 816-283-3456

I.R.S. No. 48-0758891



Name of M/WBE Firm Vireo
Address 414 Oak St Suite 101, Kansas City, MO 64106
Telephone No. 816-777-3038
I.R.S. No. 43-1714841

Name of M/WBE Firm TREKK Design Group LLC
Address 1411 E 104 St, Kansas City, MO 64131
Telephone No. 816-878-8678
I.R.S. No. 43-1953275

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Taliaferro and Browne, Inc	Contractor	\$ 282,951.00	\$ 282,951.00	27.70
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %:	\$ 282,951.00	27.00 %
------------------------------------	---------------	---------

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Vireo	Contractor	\$ 95,203.00	\$ 95,203.00	9.30
TREKK Design Group LLC	Contractor	\$ 68,243.00	\$ 68,243.00	6.70
TOTAL WBE \$ / TOTAL WBE %:		\$ 163,446.00		16.00 %

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

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

- 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: John Brummer

Address: 8080 Ward Parkway, Kansas City, MO 64114

Phone Number: 816-412-3123

Facsimile number: _____

E-mail Address: Brummerje@cdmsmith.com

By: 

Title: CLIENT SERVICE LEADER

Date: 1/23/2024

(Attach corporate seal if applicable)

Subscribed and sworn to before me this 23 day of January, 2024.

My Commission Expires: 9/14/2024


Notary Public

BLAKE EVANS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 9/14/2024
COMMISSION # 20904593



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☐

Updated LOI: ☐

Project Name/Title _____

Project Location/Number _____

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

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

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: CDM Smith

Christopher L. Evans
Signature: Prime Contractor

CHRISTOPHER L. EVANS
Print Name

CLIENT SERVICE LEADER
Title

1/23/2024
Date

State of Missouri)

County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 23
day of Jan, 20 24

My Commission Expires: 9/14/2024

Blake Evans
Notary Public

STAMP:

BLAKE EVANS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 9/14/2024
COMMISSION # 20904593

MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro and Browne, Inc.

Hagos E. Andebrhan
Signature: Subcontractor

HAGOS E. ANDEBRHAN
Print Name

CEO
Title

01/23/2024
Date

State of MISSOURI)

County of JACKSON)

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

Subscribed and sworn to before me, a notary public, on this 23rd
day of Jan, 20 24

My Commission Expires: 03-07-2024

Eartha J. Taylor
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Stormwater Collection and GI 37th and Norton

Project Location/Number 1672/810 00 98

Check one:

Original LOI: ☒Updated LOI: ☐

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

Landscape architecture, public involvement and concept design of green infrastructure

for an estimated amount of \$ 9⁵, 20³ (or 9.3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: VireoFull address: _____
Street number and name City, State and Zip CodePrimary contact: _____
Name Phonea) This subcontractor is (select one): ☐ MBE ☒ WBE ☐ DBE ☐ N/A

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

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

b) Scope of work to be performed _____

c) The dollar value of this agreement is: \$ _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: CDM Smith
Christopher L. Buras
Signature: Prime Contractor CHRISTOPHER L. BURAS
Title CLIENT SERVICE LEADER
Date 1/23/2024

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 23
day of Jan, 2024

My Commission Expires: 9/14/2024

Blake Evans
Notary Public

STAMP:

BLAKE EVANS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 9/14/2024
COMMISSION # 20904593

MWDBE SUBCONTRACTOR BUSINESS NAME: Vireo, LLC
Robin Fordyce
Signature: Subcontractor Robin Fordyce
Managing Member 1-22-2024
Title Date

State of Missouri)
County of Jackson)

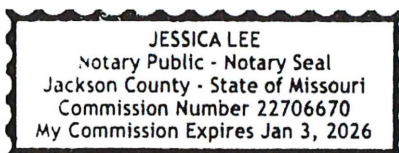
I, Jessica Lee, state that the above and foregoing is based on my best knowledge and belief.

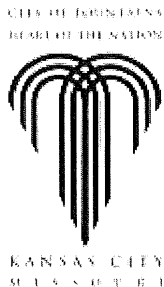
Subscribed and sworn to before me, a notary public, on this 23rd
day of Jan, 2024

My Commission Expires: Jan. 3, 2026

Jessica Lee
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☒

Updated LOI: ☐

Project Name/Title Stormwater Collection and GI 37th and Norton

Project Location/Number 167 2 /8000998

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

Field Investigation of Infiltration Sources and Combined Sewers

for an estimated amount of \$ 68,243 (or 6.7 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: CDM Smith

[Signature]
Signature: Prime Contractor
CLIENT SERVICE LEADER
Title

CHRISTOPHER L. BURN
Print Name
1/23/2024
Date

State of Missouri)

County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 23
day of Jan, 2024

My Commission Expires: 9/14/2024

[Signature]
Notary Public

STAMP:

BLAKE EVANS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 9/14/2024
COMMISSION # 20904593

MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group LLC

Kimberly Robinett
Signature: Subcontractor
CEO/Managing Member
Title

Kimberly Robinett
Print Name
1/22/24
Date

State of Missouri)

County of Jackson)

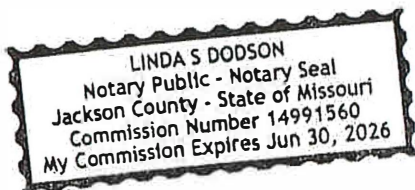
I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th
day of Jan, 2024

My Commission Expires: 6/30/2026

Linda S Dodson
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Chris Burns, acting in my capacity as Client Service Leader
(Name) (Position with Firm)
of CDM Smith, 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	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>300 days</u>	(Specify)			

Throughout _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 40 % Middle 1/3 40 % Final 1/3 20 %

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

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



(Signature)

Client Service Leader

(Position with Firm)

1/22/23

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

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

TO

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

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

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



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

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

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

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

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

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

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

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

Dated:_____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
 (Authorized Signature)

Title _____

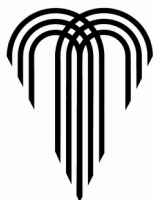
On this _____ day of _____, _____, before me
 appeared _____, to me personally known to be the
 _____ of the _____,

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

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

My commission expires:

 Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo.

Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT G

EMPLOYEE ELIGIBILITY VERIFICATION AFFADIVIT

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 20TH day of February, 2024, before me
appeared Christopher Burns, 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:

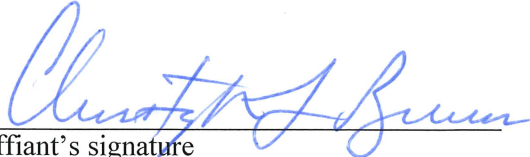
I am of sound mind, capable of making this affidavit, and personally swear or
affirm that the statements made herein are truthful to the best of my knowledge. I am the
Client Service Leader (title) of CDM Smith, Inc.
(business entity) and I am duly authorized, directed or empowered to act with full
authority 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).

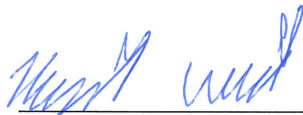
I hereby additionally swear or affirm that the business entity is enrolled in an
electronic verification of work program operated by the United States Department of
Homeland Security (E-Verify) or an equivalent federal work authorization program
operated by the United States Department of Homeland Security 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.

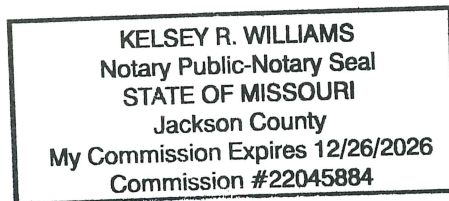
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 20th day of February, 20 24


Notary Public

My Commission expires: 12/26/2026



ATTACHMENT H

TRUTH IN NEGOTIATION CERTIFICATE

ATTACHMENT H

Truth-In-Negotiation Certificate

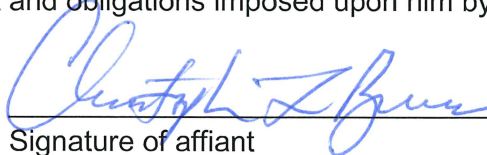
City of Kansas City, Missouri Overflow Control Plan ("OCP")

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

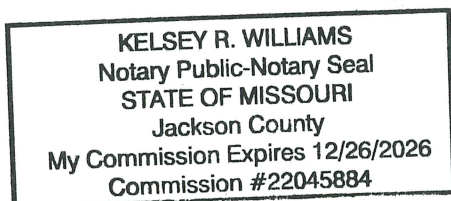
STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

I, Chris Burns, having full authority to act on behalf of
CDM Smith, Inc, do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Project No. 81000998/Contract 1672 – Stormwater Collection and Green Infrastructure: 37th and Norton
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.


Signature of affiant

On this 20th day of February, 2024 before me, Kelsey Williams, a Notary Public in and for said state, personally appeared (CHRISTOPHER L. BURNS), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.




Notary Public My commission expires: 12/26/2026

ATTACHMENT I

AFFIDAVIT OF COMPLIANCE CONSENT DECREE

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

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

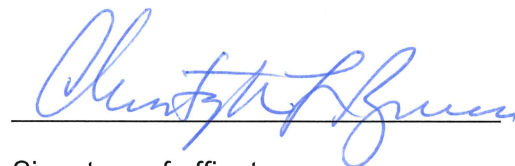
STATE OF MISSOURI)

) ss.

COUNTY OF Jackson)

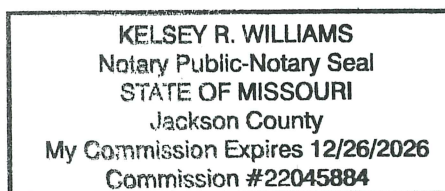
I, Chris Burns, having full authority to act on
behalf of CDM Smith, Inc, do solemnly swear under oath to the
following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location:
<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.



Signature of affiant

On this 20th day of February, 2024 before me, Kelsey Williams, a Notary Public in and for said state, personally appeared (CHRISTOPHER L. BURNS), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Notary Public

My commission expires: 12/26/2026

ATTACHMENT J

NON-CONSTRUCTION SUBCONTRACTORS LISTING

ATTACHMENT J

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: Taliaferro and Browne Email: hagos@tb-engr.com	Address: 10280 E 8th Street, Kansas City, MO 64106 Phone: 816-283-3456 Fax:
2.	Name: Vireo Email: triveece@bevireo.com	Address: 414 Oak Street, Kansas City, MO 64106 Phone: 816777-3038 Fax:
3.	Name: TREKK Email: agralapp@trekkdesigngroup.com	Address: 1411 E 104th St, Kansas City, MO 64131 Phone: 816-878-8678 Fax:
4.	Name: HNTB Email: jblancett@hntb.com	Address: 717 Kirk Drive, Kansas City 64105 Phone: 816-472-1201 Fax:
5.	Name: Email:	Address: Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

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

ATTACHMENT K

NON-CONSTRUCTION APPLICATION FOR PAYMENT



NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number _____

Contract Number _____

Project Title _____

Final Payment ☐

Application Number: _____

Date: _____

Ordinance Number: _____

Ordinance Date: _____

City PO Number: _____

Design Professional/Contractor:

Legal Name _____

Mail Address: _____

City, ST Zip _____

Vendor Number _____

Application for Work Accomplished: From _____

To: _____

Name of Kansas City, MO Project Mgr: _____

Kansas City, MO Contract Administrator: _____

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

Instructions to Design Professional/Contractor:

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

5. Submit Application to: Water Services Department
Name, Project Manager
4800 E 63rd St
Kansas City, MO 64130

Contractor:

Submitted By: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____

Approved By: _____ Director or Designee Date: _____

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1672 PROJECT NO. 81000998
STORMWATER COLLECTION AND GREEN INFRASTRUCTURE: 37th AND
NORTON
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on April 4, 2024, as follows:

WHEREAS, City has previously entered into a contract dated April 4, 2024 in the amount of \$1,100,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$1,100,000.00, to amend the total contract amount to \$2,200,000.00; and

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

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

A. Add the following section(s):

- a. Attachment A1 – Scope of Services, attached herein;
- b. Attachment C1 – Engineering Fee Summary and Schedule of Position Classifications, attached herein.

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

- a. Delete Sec. 4. Compensation and Reimbursables, Paragraphs A, A.1, A.3, and A.4 and replace with the following Sec. 4. Compensation and Reimbursables, Paragraphs A, A.1, A.3, and A.4:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$ 2,200,000.00, as follows:

1. \$842,843.00 for the services performed by Design Professional under this Agreement.
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 \$1,335,018.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation

for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$22,139.00 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.

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: 12/1/2025

Signed by:
By: Christopher L. Burns
FD97BF3139FE4B3...
Title: Client Service Leader

KANSAS CITY, MISSOURI

Date: 12/10/2025

DocuSigned by:
By: Andy Shively
FC28F1AE648149C...
Name: Andy Shively, P.E.
Title: Deputy Director
Smart Sewer & Stormwater Divisions

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.

Signed by:
Zachary Beyer
4F25CEC62C9842C...
FOR Director of Finance (Date)

ATTACHMENT A1

SCOPE OF SERVICES

60% DESIGN SERVICES

Design Professional: CDM Smith, Inc.

Owner: City of Kansas City, Missouri (City)

Project: Stormwater Collection and Green Infrastructure: 37th and Norton

City Contract No: 1672

City Project No: 81000998

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to facilitate the separation of combined sewers located in a project area with boundaries of 33rd Street on the north, Indiana Ave on the west, Spruce Ave on the east and 39th Street on the south and the implementation of green infrastructure to capture storm flows prior to entering the combined sewer system in the Lower Blue River Basin, of Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to separate the combined sewers that are in the project area boundaries described above and to implement green infrastructure to achieve a higher level of overflow control within the Project area in Kansas City, Missouri. As such, the CITY is contracting with the DESIGN PROFESSIONAL to provide the necessary professional services, which is located in Kansas City, Missouri.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare final design and construction contract documents for the Stormwater Collection and Green Infrastructure: 37th & Norton project as part of the Smart Sewer Program (SSP). The project will focus on sewer separation and green infrastructure to achieve a higher level of overflow control within the project area.

The Design Professional shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.

Critical project success factors are:

1. Engaging professionals with proven experience in the design and construction phase services, including Resident Project Representative services of stormwater collection, sanitary sewer separation and green infrastructure to achieve high levels of overflow control.
2. Strong collaboration/coordination efforts with KC Water's Smart Sewer Program team and other neighborhood associations on developing and designing green infrastructure projects in an urban environment.
3. Proven experience with multiple facets of green infrastructure technologies to provide high levels of stormwater capture and storage capacity as well as considering long-term operations and maintenance.
4. Proven experience with stormwater hydraulic modeling to properly design stormwater collection system and green infrastructure improvements that also focus on combined sewer overflow reduction.
5. Ability to provide conceptual alternative evaluations and preliminary and final design documents on time and within budget while coordinating and working with multiple stakeholders.

D. Follow-On Phases. At the discretion of the CITY and after completion of the 60% documents for the project, the DP may be requested to provide additional services related to final design, bid phase, and construction phase services.

E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.

F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of 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.

G. Responsibilities of CITY and SSP Team.

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other CITY Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY

departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the project.

4. Provide bid and construction cost data from recently constructed projects or projects currently under construction.
5. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DESIGN PROFESSIONAL.
6. Obtain all right-of-way, easements, and pay all direct permit fees.

H. General Description of Activities.

The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

1. Performance of professional engineering services necessary to develop 60% design documents

Requested services include preparation of 60% documents and preparation of opinions of probable cost, using as a basis for extents of improvements the previously completed preliminary design and value engineering.

I. Project Needs/Goals

1. 60% design for new separate storm systems, expanding on the preliminary design already completed.
2. 60% design for Green Stormwater Infrastructure (GSI).

J. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 700 - Project Management and Administration – Final Design
2. Task Series 800 - Public Engagement & Outreach – Final Design
3. Task Series 900 – Envision™ Sustainability Design – Final Design
4. Task Series 1000 – Supplemental Field Investigation
5. Task Series 1100 – 60% Design

K. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL 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.

L. Capital or Annual Cost Opinions. All opinions of probable construction cost developed shall 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 DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN

PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project cost will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL shall be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall deliver to the CITY 60% Design Document Submittal (drawings and specifications) by February 20, 2026. DESIGN PROFESSIONAL shall deliver Bid-Ready Design Documents to the CITY no later than May 15, 2026, contingent that the Final Design Amendment is executed by the CITY no later than February 20, 2026. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond reasonable control of the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than seven (7) 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 DESIGN PROFESSIONAL under the Project.

TASK SERIES 700 - 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 DESIGN PROFESSIONAL in completion of the Work. The following management activities will be provided by DESIGN PROFESSIONAL.

Task 701 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Schedule shall be in Primavera (P6) or later version or Microsoft Project.

Task 702 Monthly Invoicing, Project Status Reports, and Project Schedule

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's eBuilder/Trimble document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed.

A project schedule shall be developed and maintained by the DESIGN PROFESSIONAL in Primavera (P6) or Microsoft Project. The schedule shall be updated monthly, in advance of the monthly invoice submittal, to reflect the progress reported in the status report. The DESIGN PROFESSIONAL shall initiate the Design Schedule Review (DSR) process in eBuilder/Trimble, and the approved DSR shall be used to supplement the narrative in the DESIGN PROFESSIONAL's monthly progress report. In the monthly progress report, a short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If the schedule is produced in Primavera the layout shall include the following, in order:
 - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If the schedule is produced in Microsoft Project the layout shall include the following, in order:
 - a. Task ID, Task Name, Duration, Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Predecessors, Successors.
 - b. All tasks should have predecessor(s) and/or successor(s) shown.

- c. Bar Styles should include: RED - Critical, Critical Split, Critical Progress; BLUE - Task, Split, Task Progress; BLACK - Baseline, Baseline Milestone, Milestone, Summary Progress, Summary, Project Summary.

Name	Appearance	Show For ... Tasks	Row	From	To
Critical	[Red solid bar]	Normal,Critical,Active,Not Placeholder	1	Task Start	Task Finish
Critical Split	[Red dashed bar]	Normal,Critical,Split,Not Placeholder	1	Task Start	Task Finish
Critical Progress	[Red bar with diagonal lines]	Normal,Critical,Active,Not Placeholder	1	Actual Start	CompleteThrough
Task	[Blue solid bar]	Normal,Noncritical,Active,Not Placeholder	1	Task Start	Task Finish
Split	[Blue dashed bar]	Normal,Noncritical,Split,Active,Not Placeholder	1	Task Start	Task Finish
Task Progress	[Blue bar with diagonal lines]	Normal,Noncritical,Active,Not Placeholder	1	Actual Start	CompleteThrough
Baseline	[Black solid bar]	Normal,Not Placeholder	1	Baseline Start	Baseline Finish
Baseline Milestone	[Black diamond]	Milestone,Active,Not Placeholder	1	Baseline Finish	Baseline Finish
Milestone	[Black diamond]	Milestone,Not Placeholder	1	Task Finish	Task Finish
Summary Progress	[Black bar with diagonal lines]	Summary,Not Placeholder	1	Task Start	Summary Progress
Summary	[Black solid bar]	Summary,Active,Not Manually Scheduled	1	Task Start	Task Finish
Project Summary	[Black solid bar]	Project Summary,Not Placeholder	1	Task Start	Task Finish

Below the table, there are sections for 'Text' and 'Bars' with various configuration options like Shape, Type, Color, and Pattern.

- Schedule shall be submitted in eBuilder/Trimble via the Design Schedule Review (DSR) process, monthly, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal. The Baseline schedule shall include a Gantt Chart PDF and monthly schedule updates should include a Tracking Gantt PDF to show progress and percent complete by task.
- If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

The DESIGN PROFESSIONAL's monthly status report shall also include a progress update, including actual DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts outlined in the project's Workplan. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and actual amounts to date of the invoice period that clearly shows each of the monthly amounts and progress to date versus forecast. The DESIGN PROFESSIONAL shall also describe progress and summarize issues related to the earned value of the completed work for each task series and how that progress relates to their forecasted invoice amounts from the project's Workplan.

Task 703 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 CREO KC Department.

Task 704 Monthly Progress Meetings

Participate in up to eight (8) virtual progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items shall be discussed. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting summaries.

Task 705 Quality Control

DESIGN PROFESSIONAL'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 706 Updated Work Plan

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare an updated written Work Plan of their work during this amendment. 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 field crew leaders and contact information.
 - b. A summary of the project's scope of services and the DESIGN PROFESSIONAL's plan to complete the work within their project schedule.
 - c. The DESIGN PROFESSIONAL's approved baseline project schedule.
 - d. A detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced monthly through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast that clearly shows each of the monthly amounts forecasted.
 - e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the Updated Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the Work Plan as necessary to respond to CITY's comments and submit a single electronic PDF file within 14 calendar days of receipt of CITY's

comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested and at the time of the construction phase services at a minimum.

Assumptions

The amended project schedule will extend through March 13, 2026, and any extension of schedule outside of the control of the DESIGN PROFESSIONAL that extends the project beyond March 13, 2026 will require additional project management costs.

Deliverables

1. Monthly Project Status Reports and Invoices submitted via Trimble (8)
2. Monthly Progress Meeting Agendas (8)
3. DRAFT and FINAL Monthly Progress Meeting Summaries (8)

TASK SERIES 800 - FINAL DESIGN PUBLIC ENGAGEMENT AND OUTREACH

Task 801 Public Meetings

DESIGN PROFESSIONAL shall assist the CITY at one (1) Public Meeting by preparing meeting materials and six (6) staff to attend the meeting, who will provide 4 hours each in time for preparation and meeting attendance. The CITY will coordinate meeting logistics, invitations, set up, facilitation, and follow-up communications.

Task 802 Key Stakeholder Meetings

The CITY will coordinate and lead up to three (3) stakeholder meetings to discuss project benefits and opportunities. For each meeting, the DESIGN PROFESSIONAL will provide meeting materials along with four (4) staff who will provide 4 hours each in time for preparation and meeting attendance for each meeting. The CITY will coordinate meeting logistics, invitations, set up, facilitation, and follow-up communications.

Deliverables

- Two (2) renderings, printed on 24"x36" boards and consisting of one plan view and one perspective view to show planned green infrastructure improvements at the water quality basin locations. One set of renderings will be completed for 60% design, and another set of renderings will be completed for 100% design. The same materials will be used for both the public meeting and Key Stakeholder meetings.

TASK SERIES 900 - 60% ENVISION™

Task 901 Sustainability Review

The DESIGN PROFESSIONAL shall utilize Envision™ v3 sustainability scoring system to assess the 60% design plans. This task will include a sustainability review and DESIGN

PROFESSIONAL shall provide a summary of applicable Envision credits in a Technical Memorandum for 60% plans, building on the summary developed as part of the Preliminary Plans. This effort includes no more than 40 hours to complete the assessment and review of potential credits to be summarized, preparation of the Technical Memorandum to document the efforts made, and review of the Technical Memorandum.

Deliverable:

- Technical Memorandum summarizing sustainability review and potential Envision credits the CITY could pursue.

TASK SERIES 1000 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 1001 Geotechnical Investigation

The DESIGN PROFESSIONAL shall conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered.

The geotechnical investigations shall include the following services:

1. Soil Borings and Testing Along Sewer Separation Alignment and GSI location. Obtain a total of eighteen (18) soil borings. Twelve (12) borings will be taken in the right-of-way (ROW) and will be extended to a depth of 30 feet or Auger Refusal (AR). If AR is encountered prior to planned depth, then borings will be extended into the underlying rock until achieving planned depth. Six (6) borings will be obtained in green spaces and extended to a depth of 15 feet or AR, If AR is encountered prior to planned depth then borings will be extended into the underlying rock until achieving planned depth.
2. Field Infiltration Tests. DESIGN PROFESSIONAL shall conduct a field infiltration test at up to six (6) locations within the proposed GSI footprint, all in accordance with CITY specification Section 02956 Green Stormwater Infrastructure In-Situ Infiltration Testing.
3. Test Pits. DESIGN PROFESSIONAL shall complete two (2) test pits within the footprint of the proposed GSI footprint to a depth of the proposed elevation of the bottom of the GSI including any depth for rock storage. Each test pit shall be a minimum of 6-ft by 6-ft with one double ring infiltration test completed in each pit of the bottom scarified soils. Infiltration rates shall be recorded and provided to the CITY.
4. Geotechnical Report. A geotechnical report shall be prepared and shall discuss the general soil and groundwater conditions underlying each site including depths to rock where encountered; present relevant engineering properties of the existing soils; provide results of the seepage investigation(s), 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.

5. As required, Public Works and Parks Department permit fees shall be obtained prior to drilling, and necessary temporary signage shall be printed and installed in coordination with the CITY. All costs shall be included in this task.

Deliverables

DRAFT and FINAL Geotechnical Report. The Final Geotechnical Report shall be sealed and signed by the geotechnical engineer of record.

Task 1002 Utility Coordination

DESIGN PROFESSIONAL shall coordinate with Utility Liaison Coordination Committee (ULCC) to identify and resolve conflicts with planned improvements. Two representatives from DESIGN PROFESSIONAL shall participate in up to three (3) ULCC monthly meetings facilitated by CITY to ensure conflicts are resolved. Design drawings shall be submitted to the committee a week prior to the meeting for review and comment. DESIGN PROFESSIONAL shall inform CITY of major and minor conflicts at monthly progress meetings and resolve conflicts effectively before completion of Final Design and Bid Phase.

Task 1003 Additional Survey

DESIGN PROFESSIONAL shall complete additional topographic and planimetric survey in accordance with the requirements of Task 406 for a corridor 500 feet long and 75 feet wide downstream of the previously completed survey along Vineyard Creek as well as supplemental survey in other areas of the project.

TASK SERIES 1100 - 60% DESIGN SERVICES

This task includes 60% design for the Project. These improvements shall include:

- One (1) green stormwater infrastructure facility south of the intersection of 37th and Norton. Stormwater will then be conveyed south in an open channel through the green space and will be routed to a new storm sewer trunk at the outlet of the full separation drainage area. The new storm sewer trunk will convey the water to an open channel upstream of Outfall 040.
- Approximately 14,500 linear feet of separated stormwater collection sewer system.
- Approximately 2,200 linear feet separate stormwater trunk sewer and 400 linear feet open channel downstream of the green stormwater infrastructure facility.
- Approximately 1,500 linear feet of riprap and native planting lined open channel within existing green space.

Task 1101 Prepare 60 % Design Documents

DESIGN PROFESSIONAL shall develop 60% design documents for review, permitting and utility coordination. This assumes implementation of Preliminary Design as modified by the Value Engineering scope with no additional alternatives analysis for collection and conveyance routing. The submittal shall include plans, specifications, opinion of probable, and an update to the Basis

of Design Memorandum for the overall project. Detailed structural analysis of storm structures is not included.

DESIGN PROFESSIONAL shall perform slope stability analysis of largest cut slope and largest fill slope, including seepage and slope stability of embankment slopes for end of construction, steady seepage, and rapid drawdown load cases. DESIGN PROFESSIONAL shall also evaluate embankment settlement, global stability, and buoyancy of outlet structures to verify grading plan is adequate based on the recommendations in the Geotechnical Report developed under Task 1001 to support the 60% plans.

1. **Kickoff Meeting** – The DESIGN PROFESSIONAL shall schedule a meeting with the CITY to determine the elements from VE effort that will be included in the design towards 60%.
2. **Hydraulic Analysis** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the **Preliminary Design** and Value Engineering for this project, created in PCSWMM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of the Preliminary Design shall be in accordance with the SSP H&H Modeling Protocol dated March 2022, except as modified during the Value Engineering. The 2D storm system model shall be updated and compared to existing conditions model developed previous by the DESIGN PROFESSIONAL for the 2-, and 10-year, 6-hour design event. DESIGN PROFESSIONAL will confirm no increase in flood elevations as compared to the existing conditions.
3. **Landscape Architecture** – The DESIGN PROFESSIONAL shall develop 60% landscape restoration plans, which shall include green infrastructure, open spaces, and landscape design. Assumes all landscape restoration along the downstream trunk sewer is turf grass seed or sod with native seeding in undeveloped parcels adjacent to stream.
4. **60% Specifications** - DESIGN PROFESSIONAL shall use the CITY's standard technical specifications for the Project and develop supplemental technical specifications as required by the project. Assume up to five (5) supplemental technical specifications total. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.
5. **Easements** - DESIGN PROFESSIONAL shall refine the easements and acquisitions identified in the Preliminary Design. DESIGN PROFESSIONAL shall obtain O&E's for up to forty (40) residential parcels and provide exhibits and associated legal descriptions to define up to eighty (80) temporary and/or permanent easements and property acquisition. This assumes one temporary and one permanent easement on each property. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties. Additional O&E's and exhibits and legal descriptions above forty (40) parcels will require Optional Services.
6. **Constructability Meeting & Site Visit** - The DESIGN PROFESSIONAL shall conduct one (1) one-half (1/2) day constructability review meetings and site visit with KCMO Parks Development Review Committee (DRC). The goal of the meeting will be to

review the recommended alignment through Seven Oaks Park and identify potential risks, review construction methods, and discuss cost saving alternatives. It is anticipated that each constructability meeting and site visit will include the CITY's engineering and operation and maintenance staff, representatives from one contractor identified and invited by the CITY, and up to four (4) staff from the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL will develop and distribute meeting summaries to summarize group discussions and concerns identified during the constructability review meeting and field visit.

7. **Permitting** - DESIGN PROFESSIONAL shall update a list of permits and clearances for the project along with a proposed schedule for submission of applications. The DESIGN PROFESSIONAL shall meet with the CITY to review the list of permits. The DESIGN PROFESSIONAL shall prepare documentation, applications, and plans, as appropriate, for the following submittals:
 - a. Threatened and Endangered Species review, SHPO Section 106 Historical and Cultural review/clearance
 - b. KCMO Tree Protection Ordinance Compliance (88-424) will include:
 - i. Evaluation of tree canopy cover within the proposed project area to determine the amount of canopy cover present and to note areas where project construction will impact contiguous tree canopy as described above.
 - ii. Determination of mitigation requirements as noted in the ordinance.
 - iii. Existing Conditions Tree Plan. DESIGN PROFESSIONAL shall develop one plan showing all existing and contiguous tree canopy cover of 1-acre or greater across the project area.
 - iv. Tree Preservation and Mitigation Plan: DESIGN PROFESSIONAL will prepare one plan that denotes areas of existing tree canopy to remain and tree canopy cover to be removed and determine quantities of each. If preservation of tree canopy cannot be achieved, Vireo will determine the required mitigation to offset impacts and potential on-site locations for tree planting to meet requirements of section 88-424-07 of the ordinance.
8. **60% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 60% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
9. **Utility Coordination** - DESIGN PROFESSIONAL shall provide 60% complete drawings to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard CITY's utility notification form. Public Notice #3 should be sent out with a copy of the 60% set of plans to all utilities that have conflicts and to those that have not responded. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 60% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting

location, inviting utilities and CITY, documenting, and distributing meeting summaries. A schedule of relocation work will be requested from the utilities following this meeting.

10. **60% Design Document Submittal** – DESIGN PROFESSIONAL shall submit the following for CITY review:
 - a. One PDF set of 60% plans
 - b. One PDF of Table of Contents for technical specifications to be developed by the DESIGN PROFESSIONAL
 - c. One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications.
 - d. One PDF copy of the 60% Basis of Design Memorandum, which includes an additional chapter summarizing significant design decisions or direction provided from 30% Design Submittal to 60% design.
 - e. One PDF copy of draft permit applications
 - f. One PDF copy of the 60% Opinion of Probable Construction Cost
 - g. Current Utility Coordination Log
 - h. Excel file with CITY comments on 30% submittal documents with DESIGN PROFESSIONAL responses
11. **60% Review Workshop** - DESIGN PROFESSIONAL shall conduct a meeting with CITY and SSP staff to review the 60% Design Document submittal and receive their review comments. DESIGN PROFESSIONAL shall coordinate with CITY Project Manager to identify attendees. Intent will be to review the plans for completeness, constructability, extent of surface feature removals and replacements, tree removals and replacements, discuss extent of utility relocations/replacements and utility phasing, identification of potential private property conflicts, and identification of other issues that may impact construction. The DESIGN PROFESSIONAL shall document and distribute meeting summary.

The CITY shall coordinate review of the 60% submittal package within relevant CITY departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

12. **Trunk Sewer Outfall Analysis** - Evaluate the impacts of the currently proposed outfall for the new storm sewer trunk and, if necessary, recommend mitigation strategies for the downstream channel with supporting planning-level engineering materials. Any detailed design for required mitigation strategies will be addressed in a future Amendment.

OPTIONAL SERVICES

Any work requested by the city that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. A separate pricing exercise will occur and an amendment to the existing contract will be required. Optional Services shall not be utilized by the 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 of the allowance amount unless the CITY provides written authorization to the DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

Optional Services may include but are not limited to:

Additional Meetings

Meetings with public, stakeholders, CITY officials, or others to discuss the project or receive feedback on the Project.

Additional Survey

Perform additional site survey within the project area, as needed and in sufficient detail necessary to prepare final construction documents. This task will include additional survey of pipe centerlines, manholes, inlets, and other pertinent information that will be needed for final construction documents. Survey shall be performed in accordance with KC Water Standards. All survey digital data shall be given to the CITY upon completion of final design.

Pothole locations will be surveyed for horizontal and vertical elevations to determine if conflicts exist. Based on updated information obtained from the utilities and collected during additional fieldwork services, input updated utility locations into CADD and those utilities not picked up by the topographic survey, and adjust utility locations in CADD based on updated topographic survey data (i.e. above ground utilities such as manholes, valves, marker posts, etc.).

Additional Field Investigations

Additional Manhole Condition Assessment. Complete Condition Assessment manhole inventories, condition assessments and connectivity determination for manholes to be investigated.

Perform additional CCTV. Perform additional CCTV investigations within the project area, to supplement completed CCTV investigations conducted during conceptual and preliminary design. The additional CCTV investigations include CCTV investigations of the sewers.

Permitting Support

Preparation of a US Army Corps of Engineers (USACE) Section 404 Permit, including:

1. Waters of the US Delineation which will include data collection, field delineation and a delineation memo. Delineation will be conducted during the growing season (late April through October).
1. Preparation and submittal of one USACE Section 404b Permit Application.
2. Agency Coordination.

It is assumed that this project will have minimal impacts on water resources within the project area and can therefore be permitted under a Nationwide Permit, which may have its own Section 401 Water Quality Certification. If the project should require an Individual Permit this will be authorized through optional services.

Preparation of documentation related to data collection, analysis, or other work addressing the CITY Stream Corridor Setback Ordinance and related requirements.

(End of Scope of Services)

**KCMO 37th and Norton
Fee**

C1 - Enginnering Fee Summary

11/12/2025

[illegible]

ATTACHMENT C1

SCHEDULE OF POSITION CLASSIFICATIONS

RAW BILLING RATE SCHEDULE

(Rates are for the period from January 1, 2024 through December 31, 2025)

CDM Smith Inc.

<u>LABOR CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER INTERN	\$19 to \$26
ENGINEER 1-2	\$24 to \$58
ENGINEER 3-4	\$39 to \$74
ENGINEER 5-6	\$49 to \$87
ENGINEER 7-8	\$57 to \$97
PROJECT MANAGER (PM)	\$66 to \$116
SENIOR PROJECT MANAGER (SPM)	\$70 to \$121
CLIENT SERVICE LEADER (CSL)	\$78 to \$128
QUALITY CONTROL MANAGER	\$71 to \$120
PRINCIPAL IN CHARGE (PIC)	\$78 to \$130
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$20 to \$40
DRAFTER 3-4	\$25 to \$48
DRAFTER 5-6	\$31 to \$56
DRAFTER 7-8	\$38 to \$63
<u>PROFESSION ADIMINSTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$20 to \$55
PROJECT ADMINISTRATOR	\$22 to \$59
CONTRACT ADMINISTRATOR	\$26 to \$63

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 1672 PROJECT NO. 81000998
STORMWATER COLLECTION AND GREEN INFRASTRUCTURE: 37th AND
NORTON
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on April 4, 2024, as follows:

WHEREAS, City has previously entered into a contract dated April 4, 2024 in the amount of \$1,100,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$1,100,000.00, to amend the total contract amount to \$2,200,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$3,100,000.00, to amend the total contract amount to \$5,300,000.00.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 2, City and Design Professional agree as follows:

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

- A. Add the following section(s):
 - a. Add the following Attachment A2 – Scope of Services, attached herein;
 - b. Add the following Attachment C2 – Engineering Fee Summary, attached herein.
- B. Delete and replace the following section(s):
 - a. Delete Sec. 4. Compensation and Reimbursables, Paragraphs A, A.1, A.3, and A.4 and replace with the following Sec. 4. Compensation and Reimbursables, Paragraphs A, A.1, A.3, and A.4:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$ 5,300,000.00, as follows:
 - 1. **\$2,766,763.00** for the services performed by Design Professional under this Agreement.
 - 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 **\$2,028,372.00**. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area,

and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$504,865.00** 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.

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: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director
Smart Sewer & Stormwater Divisions

Approved as to form:

Assistant City Attorney

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

Director of Finance

(Date)

EXHIBIT A2 SCOPE OF SERVICES

FINAL DESIGN, BID, AND CONSTRUCTION PHASE SERVICES

Design Professional: CDM Smith, Inc.

Owner: City of Kansas City, Missouri (City)

Project: Stormwater Collection and Green Infrastructure: 37th and Norton

City Contract No: 1672

City Project No: 81000998

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 to facilitate the separation of combined sewers located in a project area with boundaries of 33rd Street on the north, Indiana Ave on the west, Spruce Ave on the east and 39th Street on the south and the implementation of green infrastructure to capture storm flows prior to entering the combined sewer system in the Lower Blue River Basin, of Kansas City, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to separate the combined sewers that are in the project area boundaries described above and to implement green infrastructure to achieve a higher level of overflow control within the Project area in Kansas City, Missouri. As such, the CITY is contracting with the DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare final design and construction contract documents for the Stormwater Collection and Green Infrastructure: 37th & Norton project as part of the Smart Sewer Program (SSP). The project will focus on sewer separation and green infrastructure to achieve a higher level of overflow control within the project area.

The DESIGN PROFESSIONAL shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.

Critical project success factors are:

1. Engaging professionals with proven experience in the design and construction phase services, including Resident Project Representative services of stormwater collection, sanitary sewer separation, and green infrastructure to achieve high levels of overflow control.
2. Strong collaboration/coordination efforts with KC Water's Smart Sewer Program team and other neighborhood associations on developing and designing green infrastructure projects in an urban environment.
3. Proven experience with multiple facets of green infrastructure technologies to provide high levels of stormwater capture and storage capacity as well as considering long-term operations and maintenance.
4. Proven experience with stormwater hydraulic modeling to properly design stormwater collection system and green infrastructure improvements that also focus on combined sewer overflow reduction.
5. Ability to provide conceptual alternative evaluations and preliminary and final design documents on time and within budget while coordinating and working with multiple stakeholders.

D. Explicit Responsibilities and Out of Scope Services. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL 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.

E. Responsibilities of CITY and SSP Team.

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other CITY Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the project.

4. CONTRACTOR will provide a construction office for use by DESIGN PROFESSIONAL's Resident Project Representative (RPR) and DESIGN PROFESSIONAL's Assistant Resident Project Representatives (ARPRs).
5. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
6. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and responsibilities and are performing them to the CITY's satisfaction.
7. The CITY will provide bid and construction cost data from recently constructed projects or projects currently under construction.
8. The CITY will operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DESIGN PROFESSIONAL.
9. The CITY will obtain all right-of-way, easements, and pay all direct permit fees.

F. General Description of Activities.

The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

1. Performance of professional engineering services necessary to develop final design documents and to provide bid phase services.

Requested services include preparation of construction bid documents and preparation of opinions of probable cost, using as a basis for improvements the previously completed 60% design.

Requested services also include professional design services and preparation of construction bid documents for Water Main Replacement

Performance of construction phase services for construction of improvements.

G. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 1200 - Project Management and Administration

2. Task Series 1300 - Public Engagement & Outreach
 3. Task Series 1400 – Water Main Replacement (WMR)
 4. Task Series 1500 – Final Design and Bid Phase Services
 5. Task Series 1600 – Construction Phase Engineering Services
 6. Task Series 1700 – Resident Project Representative Services
 7. Task Series 1800 – Project Closeout
- H. Capital or Annual Cost Opinions. All opinions of probable construction cost developed shall 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 DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project cost will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL shall be as noted for in subsequent paragraphs of this Scope of Services.
- I. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
1. DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority, and limitations thereon of any such RPR and assistants shall be as provided herein.
 2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose, or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.
 3. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not

be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.

4. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.
5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subconsultants, RPR's and assistants.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete Task 1502 and deliver to the CITY corrected final (bid-ready) documents by May 15, 2026, contingent that Amendment 2 is executed by the City no later than February 20, 2026. All Task Series shall be completed within 1,065 calendar days following NTP. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond reasonable control of the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than seven (7) 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 DESIGN PROFESSIONAL under the Project.

TASK SERIES 1200 - 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 DESIGN PROFESSIONAL in completion of the Work. The following management activities will be provided by the DESIGN PROFESSIONAL.

Task 1201 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Schedule shall be in Primavera (P6) or later version or Microsoft Project.

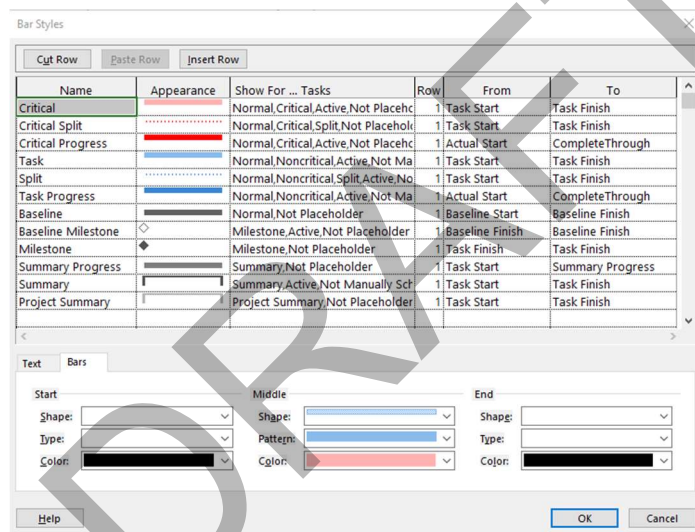
Task 1202 Monthly Invoicing, Project Status Reports, and Project Schedule

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's eBuilder/Trimble document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed.

A project schedule shall be developed and maintained by the DESIGN PROFESSIONAL in Primavera (P6) or Microsoft Project. The schedule shall be updated monthly, in advance of the monthly invoice submittal, to reflect the progress reported in the status report. The DESIGN PROFESSIONAL shall initiate the Design Schedule Review (DSR) process in eBuilder/Trimble, and the approved DSR shall be used to supplement the narrative in the DESIGN PROFESSIONAL's monthly progress report. In the monthly progress report, a short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If the schedule is produced in Primavera the layout shall include the following, in order:

- a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If the schedule is produced in Microsoft Project the layout shall include the following, in order:
 - a. Task ID, Task Name, Duration, Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Predecessors, Successors.
 - b. All tasks should have predecessor(s) and/or successor(s) shown.
 - c. Bar Styles should include: RED - Critical, Critical Split, Critical Progress; BLUE - Task, Split, Task Progress; BLACK - Baseline, Baseline Milestone, Milestone, Summary Progress, Summary, Project Summary.



3. Schedule shall be submitted in eBuilder/Trimble via the Design Schedule Review (DSR) process, monthly, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal. The Baseline schedule shall include a Gantt Chart PDF and monthly schedule updates should include a Tracking Gantt PDF to show progress and percent complete by task.
4. If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

The DESIGN PROFESSIONAL's monthly status report shall also include a progress update, including actual DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts outlined in the project's Workplan. The DESIGN PROFESSIONAL shall

provide a tracking graph of the forecast and actual amounts to date of the invoice period that clearly shows each of the monthly amounts and progress to date versus forecast. The DESIGN PROFESSIONAL shall also describe progress and summarize issues related to the earned value of the completed work for each task series and how that progress relates to their forecasted invoice amounts from the project's Workplan.

Task 1203 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 CREO KC Department.

Task 1204 Monthly Progress Meetings

Participate in up to three (3) monthly coordination meetings to discuss submittals, progress, budget status and schedule status, current issues, and potential variances in the scope of work. Anticipated future activities and CITY action items will also be discussed. Prepare and submit an agenda to the CITY prior to each meeting and prepare/distribute meeting minutes.

Task 1205 Quality Control

DESIGN PROFESSIONAL'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 SERIES 1300 - PUBLIC ENGAGEMENT AND OUTREACH

Task 1301 Public Meetings

DESIGN PROFESSIONAL shall assist the CITY at one (1) Public Meeting prior to start of construction by preparing meeting materials and six (6) staff to attend the meeting, who will provide 4 hours each in time for preparation and meeting attendance. The CITY will coordinate meeting logistics, invitations, set up, facilitation, and follow-up communications.

Deliverables

- Two (2) renderings, printed on 24"x36" boards and consisting of one plan view and one perspective view to show planned green infrastructure improvements at the water quality basin location.

Task 1302 Correspondence and Tracking 311 Cases

DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track all 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. All open 311 cases will be discussed at each monthly progress meeting. It is assumed this task will require approximately 100 hours throughout the construction timeframe.

TASK SERIES 1400 - WATER MAIN REPLACEMENT (WMR)

The Task consists of replacing certain break-prone or obsolete water mains and appurtenances and providing other distribution system improvements. The WMR limits are defined as the area from 33rd Street to 40th Street, Indiana Avenue to Kensington Avenue. The specific mains to be replaced and other distribution system improvements within the project limits were provided by Water Services and consist of the following:

1. E 34th Street - Bales Avenue to Monroe Avenue – 660 LF
2. Monroe Avenue - 34th Street to 35th Street – 667 LF
3. E 35th Street – Bales Avenue to Kensington Avenue – 3,000 LF
4. Askew Avenue - 35th Street to 36th Street – 650 LF
5. Mersington Avenue - 35th Street to 36th Street – 650 LF
6. E 36th Street - Askew Avenue to Mersington Avenue – 1,020 LF
7. Monroe Avenue - 36th Street to 37th Street – 680 LF
8. E 37th Street – Norton Avenue to Jackson Avenue – 310 LF
9. E 37th Street – Mersington Avenue to Myrtle Avenue – 300 LF
10. Jackson Avenue - 38th Street to 39th Street – 680 LF
11. Kensington Avenue - 39th Street to 40th Street – 670 LF

TOTAL LENGTH – 9,287 LF

The DESIGN PROFESSIONAL's Scope of Services for this Task includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the City's GIS files provided for this Task adjusted and supplemented by the pipeline route survey. This task will be completed in conjunction with the larger 37th and Norton project.

Section 01015-Project Specific Requirements will be drafted by the DESIGN PROFESSIONAL from a template provided by the Water Services Department. Water Services Department will provide standard technical specifications. Any additional technical specifications required for the work as specified on the plans shall be drafted by the DESIGN PROFESSIONAL. The Water Services Department will be responsible for the advertisement of the Project, receiving bids, and award of the construction project.

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

- Evaluate the overall distribution system within the project area to ensure adequate capacity and pressure to all customers. (completed by Water Services)
- Replace break-prone or obsolete water mains and appurtenances and provide transfer of existing services to new mains.
- Ensure adequate fire protection for all residences, businesses, and facilities. (completed by Water Services)
- Locate new water mains and appurtenances in the public right of way, avoiding acquisition of private easements and avoiding placing new mains under street pavement as much as possible. If a private easement is necessary, the proposed alignment should cause the least disturbance to existing features and improvements.
- Eliminate dead ends within the system by providing main loops within the system.
- Provide sufficient valves to isolate mains into segments to maintain water service to adjacent customers to the maximum extent feasible.
- Locate valves on all sides of proposed water main junctions.
- Perform QA/QC reviews prior to all plan submittals.
- Water main replacement drawings shall have a separate cover sheet and drawing number per Water Services Department templates. Water Services Department shall provide drawing numbers.

For General Design Guidelines, see the latest version of WSD's Rules and Regulations for Water Main Extensions and Relocations, Rules and Regulations for Water Service Lines, KCWSD CAD Design Standards and Specifications, and Standard Technical Specifications for WSD Contracts which are incorporated herein by reference (available on City's web page at <https://www.kcwater.us/projects/rulesandregulations/>).

Task 1401 Preliminary Design

1401.1 Conduct Field and Record Investigations and Pipeline Route Surveys. DESIGN PROFESSIONAL shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:

- A. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Photographs shall be taken at sufficient intervals to be able to carefully document the proposed alignment and in no case be more than 50-foot intervals along proposed water line route. DESIGN

PROFESSIONAL shall upload an electronic digital copy of the photos taken to e-Builder in the “Media” sub-folder of the “Design” folder in the root directory.

- B. Request and obtain copies of record drawings for existing water mains to be replaced or abandoned in the Task area, including connections to other mains. DESIGN PROFESSIONAL shall review the CITY’s GIS data and Water Atlas Maps to identify a list of record drawing numbers in the Task area. This list shall be submitted to CITY’s archivist who will provide a digital copy of the record drawings, if available, to DESIGN PROFESSIONAL for review. DESIGN PROFESSIONAL shall review confirm the necessity for replacement (e.g., age of main) and size of replacement.
- C. Utility Coordination- Utility Coordination will be completed with the 37th and Norton project.
- D. Pipeline Route Surveys and Rights-of-Way for approximately 2,750 LF water main to supplement survey completed with the overall 37th and Norton project.
 - a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.
 - ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface and subsurface information along possible new main alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances. Use Water Services standard legend. DESIGN PROFESSIONAL shall field verify (QA/QC) the data that is provided by the surveyors.
 - iv. Provide subsurface utility information along the possible new main alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.
 - v. Obtain vertical elevations at locations at least every 50 feet along the proposed main alignments, to provide information to evaluate and adjust City’s surface elevation contours for project site conditions.
 - vi. Survey limits shall extend in a parallel direction to the proposed water main alignment no less than 50 feet beyond the anticipated connection point and perpendicularly no less than the edge of existing right-of-way and/or easement.
 - b. All survey information shall be established using and will be provided in: State Plane Coordinates, “Missouri Coordinate System of 1983, West Zone” and

NAVD 88 Datum.

- E. Obtain a digital copy of CITY's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.
- F. DESIGN PROFESSIONAL shall review GIS data posted on City of Kansas City's Public Works Street Preservation Program website. <https://www.kcmo.gov/city-hall/departments/public-works/street-preservation-program>. DESIGN PROFESSIONAL shall use this information to identify streets located within the water main replacement project area that have been paved within the past three (3) years and/or planned to be paved in the next five (5) years. DESIGN PROFESSIONAL shall provide the CITY a list of water main replacement alignments within the project area that are in conflict with the City's Street Preservation Program.
- G. Environmental Assessment – DESIGN PROFESSIONAL shall review information available on the MO DNR Environmental Site Tracking and Research Tool site, <https://dnr.mo.gov/waste-recycling/long-term-stewardship-lts/environmental-site-tracking-research-tool-e-start>, for areas of environmental concern along the pipeline route. DESIGN PROFESSIONAL to provide a list of all areas identified and review with CITY for determination of additional environmental assessment needs. Additional environmental assessments beyond this task will be covered under Optional Services.
- H. POTHOLING – Will be completed under Optional Services, if requested.

1401.2 Preliminary Layout Drawing Review.

- A. Generate base plan sheets with of existing utilities and surface features in the right-of-way, including proposed new water main alignments in 20:1 scale on 22" X 34" paper (unless approved otherwise) for construction drawings, incorporating City's GIS information, Pipeline Route Survey data, utility research, and review of the water main as-constructed drawings. Each plan sheet shall include a minimum of two (2) representative site photographs recently (e.g., within six (6) months of the notice to proceed date) obtained that indicate the alignment of the proposed replacement water main.
- B. Meet with CITY staff in the field to review the base plan sheets for the project sites and provide recommendations on new water main alignments and receive City's comments. All decisions made in the field need to be documented in a memo addressed to the City's Project Manager (PM). Resubmit the revised plans (30 percent design) with revised alignments to PM for review and comments; CITY will approve alignments or notify the Consultant of any changes within two (2) weeks from the date of resubmittal.
- C. DESIGN PROFESSIONAL shall submit 30 percent design drawings to the Water Services Department as an electronic digital copy in .pdf format. The drawings shall be uploaded to e-Builder utilizing the "Design Submission" workflow form. In addition

to, but not in replacement of, other forms of electronic submittal (e.g., Blue Beam Studio) may be accepted with prior approval from the PM.

- D. Determine the need for permanent and temporary construction easements along the proposed water main alignments.
- E. Utility Coordination – Utility Coordination and submittal of plans to utilities will be completed with the overall 37th and Norton project.

Task 1402 Final Design

1402.1 Prepare 90 Percent Construction Drawings. DESIGN PROFESSIONAL shall prepare preliminary (90 percent complete) CAD construction plans for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the City's Rules and Regulations for Water Main Extensions and Relocations, and the KCWSD CAD Design Standards and Specifications, which are incorporated herein by reference (available on City's web page at <https://www.kcwater.us/projects/rulesandregulations/>). The type and composition of materials and methods detailed on the plans shall conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations and the Standard Technical Specifications for WSD Contracts. The updated plans shall incorporate CITY's review comments from prior submissions. In addition, and if necessary, plans shall include sheets for traffic control, erosion & sediment control, and/or pavement restoration.

A. The preliminary (90 Percent Design) drawings shall include the following:

- Plans should generally reflect the proposed horizontal alignment approved following the 30 percent design submittal and review process. Some horizontal adjustments are allowed when new information from utility coordination, such as conflicts with underground utilities are identified. Plan views shall include location of existing above ground utilities and facilities, as well as dimensioning to indicate location of the proposed waterline in relation to right-of-way boundaries, above ground and below ground structures, and other utilities. Any deviation from recommended spacing requirements to these elements should be indicated on the plans. Proposed and existing fire hydrant locations should be indicated on general layout sheets to ensure adequate spacing. For alignments where the replacement pipe diameter is larger than 16-inch, the pipe diameter (e.g., show true pipe width) and thrust/straddle blocks should be drawn to scale.
- A pipeline profile shall be developed to illustrate the slope of pipeline segments and identify elevations at key points such as grade changes and sewer line crossings. Indicate Profile grid lines at every two feet of elevation and show top-of-pipe elevations and proposed grades at every fifty (50) feet.

- Ground surface profile shall include above ground and buried utilities, crossing locations, proposed valves, vertical and horizontal bends, proposed service line tap locations, branch line connections and temporary and permanent connection details. Vertical clearance between existing utilities and the proposed water main should be identified. Any crossings that do not meet Water Services' Standards should be indicated.
 - Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages.
 - 90 percent design submittal requirements indicated, herein, represent a minimum standard for drawing format and detail. If the submittal does not meet this minimum standard or does not respond to prior WSD comments, they will be considered inadequate and will be returned to the DESIGN PROFESSIONAL for revision. Revisions to an inadequate submittal shall be made at no additional cost to the CITY.
- B. The plans shall include a water service transfer table, including for each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Site inspections shall be performed to ensure all necessary transfers are included on the drawings, and that the transfers comply fully with the Rules and Regulations for Water Service Lines available at: www.kewater.us/projects/rulesandregulations/.

1402.2 Prepare Specifications. DESIGN PROFESSIONAL shall update and finalize Specification Section 01015 – Specific Project Requirements with WMR specific language. CITY Project Manager will provide DESIGN PROFESSIONAL an initial draft version of this specification. DESIGN PROFESSIONAL shall update this draft version, as necessary, to provide Contractor guidance during construction. The guidance may include, but not limited to, anticipated construction sequencing, varying site conditions, list of plan sheets, and/or any deviation from standard WSD technical specifications.

DESIGN PROFESSIONAL is also responsible for drafting any non-standard technical specification as required by the design and not already addressed by WSD Standard Technical Specifications as listed on WSD's web page (a web link to a list of standard specifications is shown in Task 301 above).

1402.3 Submit 90 Percent Drawings. DESIGN PROFESSIONAL shall submit 90 percent design drawings to the Water Services Department for review. This design submittal shall be an electronic digital copy in .pdf format. The drawings shall be uploaded to e-Builder utilizing the "Design Submission" workflow form. In addition, but not in replacement of, other forms of electronic submittal (e.g., Blue Beam Studio) can be accepted with prior approval

from the PM.

- A. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit one hard copy to the Water Services Department for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, pages 15-17. DESIGN PROFESSIONAL shall meet with Water Services Department staff to review Task progress and receive review comments on the final drawings.
- B. Utility Coordination-Utility Coordination and submittal of plans to utilities will be completed with the overall 37th and Norton project.
- C. DESIGN PROFESSIONAL shall prepare a comment log for all comments received and track the resolution of each comment.

1402.4 Finalize Drawings for Bidding. DESIGN PROFESSIONAL will address review comments received on the 90 percent design submittal and finalize the construction drawings. One copy of the final construction drawings will be submitted to Water Services Department for review. After receipt of the review comments on the final construction drawings, DESIGN PROFESSIONAL shall revise the drawings and include all revisions and additions required by Water Services Department.

A. DESIGN PROFESSIONAL shall provide Water Services Department:

- One hardcopy (paper size 22"x34") set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings.
- Upload an electronic pdf copy of the plans to e-Builder utilizing the "Design Submission" workflow form. Each plan sheet shall be submitted as a separate pdf file and also as a combined set. The naming convention of the pdf files shall match the format specified in Attachment B and electronic files in the latest version of AutoCAD in both .dwg and .sdf formats. AutoCAD files shall be prepared for upload utilizing the e-transmit function. The entire e-transmit package shall be uploaded to e-Builder.

1402.5 Prepare Final Opinion of Probable Cost. DESIGN PROFESSIONAL will prepare a final opinion of probable construction cost for the Project and submit it to the Water Services Department. Final opinion of probable construction cost will include a break-down of work by trade (e.g., concrete, asphalt, hauling, etc.) that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

1402.6 Prepare SWPPP. Waterline Construction will be incorporated into the overall 37th and Norton project SWPPP.

1402.7 Provide Task Data for Asset Management. The DESIGN PROFESSIONAL shall prepare and submit to the CITY the following data. This submittal shall be uploaded to e-Builder utilizing the “Design Submission” workflow form.

- A. It shall also be a requirement for DESIGN PROFESSIONALS to create an SDF (Spatial Data File) for the Task. SDF is a native Autodesk based file using a geospatial format that is optimized for storing large, classified data. The SDF export shall include additional object data stored in the attributes table for drawing objects within the pipe network (e.g., pipes, valves, fittings, etc.). Instructions for the development of the object data and exporting the SDF file can be found in the latest version of WSD’s *CAD Design Standards and Specifications*. A copy of the latest version of this document can be found at the following weblink - <https://www.kcwater.us/projects/rulesandregulations/>.

TASK SERIES 1500 - SEWER SEPARATION FINAL DESIGN & BID PHASE SERVICES

Task 1501 Prepare 90% Design Documents

DESIGN PROFESSIONAL shall develop 90% design documents for review, permitting and utility coordination. This assumes implementation of 60% design and no additional alternatives analysis. The submittal shall include plans, specifications, opinion of probable cost for the improvements, and an update to the Basis of Design Memorandum for the overall project.

1. **Hydraulic Analysis** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in PCSWMM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022, except as modified previously in the design. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-, 10-year and 100-year design event.
2. **Landscape Architecture** – The DESIGN PROFESSIONAL shall develop 90% plans for landscape improvements. Plans shall include green infrastructure, open spaces, and landscape design.
3. **Constructability Review** – Conduct constructability review with DESIGN PROFESSIONAL’s construction staff to review construction issues, constructability, risk management, and community disruption impacts. Incorporate design refinements into 90% design documents.
4. **90% Specifications** - The CITY’s standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DESIGN PROFESSIONAL. Supplemental technical specifications, including Section 01015-Specific Project Requirements shall be submitted. Green Stormwater Infrastructure

specifications shall be completed by the DESIGN PROFESSIONAL from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DESIGN PROFESSIONAL for review prior to the 90% submittal. DESIGN PROFESSIONAL shall provide review comments for the CITY's incorporation as appropriate into its front-end documents and technical specifications.

5. **Easements** – If needed, DESIGN PROFESSIONAL shall identify additional necessary easements and acquisitions for construction. DESIGN PROFESSIONAL shall prepare documents for temporary and permanent easements and property acquisition. If total number of parcels exceeds that listed in 60% Design, work will require Optional Services. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties.
6. **Environmental Coordination** – DESIGN PROFESSIONAL shall complete the following:
 - a. Section 404 Permit
 - **Field Preparation and Desktop Review:** DESIGN PROFESSIONAL will complete an initial desktop review to evaluate the potential for occurrence of waters of the United States (WOTUS) and the extent of ephemeral, intermittent, and perennial streams in the subject area, as well as general habitat types. A quick review of this information will inform and highlight areas of interest in the study area that have a higher probability of containing streams and wetlands.
 - **Site Field Visit, Wetland Delineation & Stream Mapping & Habitats** – DESIGN PROFESSIONAL will conduct a wetland delineation and stream evaluation for the study area to evaluate the potential for occurrence of waters of the United States (WOTUS) and the extent of ephemeral, intermittent, and perennial streams in the subject area. The wetland delineation will follow methodology described in the 1987 Corps of Engineers Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). Streams will be mapped following methodology described in the National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams: Final Version. Additionally, various habitats will be documented to compare with suitable habitats for listed species.
 - **Data Processing and Tech Memo** – DESIGN PROFESSIONAL will provide a technical memorandum of the findings of the site field visit that includes as applicable wetland delineation data sheets, photos, and descriptions of wetland and upland paired points, wetland delineation boundaries mapped in included figures and GIS shapefiles., and stream information photos, descriptions, and stream features mapped in included figures and GIS shapefiles. The tech memo will also describe various habitats encountered and their potential for suitable

habitat for listed species.

- **Section 404 NWP Permit Preparation & Submittal – DESIGN**
PROFESSIONAL will evaluate impacts to mapped streams and wetlands that may potentially be determined to be waters of the U.S. If permanent impacts are calculated to be less than the reporting threshold, DESIGN PROFESSIONAL will assemble required information to demonstrate coverage under a NWP under reporting thresholds, documenting “No Permit Required” to demonstrate Section 404 of the Clean Water Act as needed for other regulatory clearances, with no formal submittal to the KC District USACE. If permanent impacts are calculated to be above the threshold, a formal NWP submittal will be compiled and submitted to the USACE, with a request for preliminary jurisdictional determination for concurrence that mapped streams and wetlands can be considered waters of the U.S. under current regulations.
- b. **USFWS Species and Habitat - IPaC Online Review – DESIGN**
PROFESSIONAL will use the USFWS Information for Planning and Consultation (IPaC) website for a USFWS consultation regarding federally listed species and habitats of concern. USFWS will provide results regarding species and habitats that might be in the area and could be impacted by the project. Information provided will constitute a consultation and regulatory review, and results will help ensure compliance with federal regulations regarding species and habitat.
- c. **Land and Water Conservation Fund Research - CDM Smith** will contact agencies to determine if Land and Water Conservation Funds (LWCF) were used in parks and recreation areas within the project area. Kansas City Parks and Recreation may have more detailed information regarding how Seven Oaks Park was funded. Additionally, Missouri State Parks administers the LWCF program and should also be able to determine whether LWCF was used to help create the park. CDM Smith will contact the City of Kansas City Missouri, and Missouri State Parks to determine whether NPS consultation is required. Activities beyond this determination can be negotiated and are not part of this scope.
- d. **Phase 1 Environmental Site Assessment (ESA) - DESIGN PROFESSIONAL** will perform a Phase 1 ESA desktop analysis for up to 22 properties the City is acquiring as part of this project.

The environmental work does not include wetland mitigation, Section 404 Individual Permit preparation, Archeological survey, nor National Parks Service Consultation if LWCF funds are involved. These services can be provided as Optional Services

7. **Utility Coordination - DESIGN PROFESSIONAL** shall develop 90% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed

improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard CITY's utility notification form. Public Notice #3 should be sent out with a copy of the 90% set of plans to all utilities that have conflicts and to those that have not responded. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 90% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Drawings.

8. **90% Design Document Submittal** – DESIGN PROFESSIONAL shall submit the following for CITY review:
 - a. One PDF set of 90% plans
 - b. One PDF set of 90% technical specifications developed by the DESIGN PROFESSIONAL
 - c. One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications,
 - d. One PDF copy of final permit applications
 - e. One PDF copy of the 90% Opinion of Probable Construction Cost
 - f. One PDF copy of the 90% Basis of Design Memorandum, which includes an additional chapter summarizing significant design decisions or direction provided during 90% design.
 - g. Current Utility Coordination Log
 - h. Excel file with CITY comments on 60% submittal documents with DESIGN PROFESSIONAL responses
9. **90% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 90% Design Document Submittal and receive their review comments. The CITY shall coordinate review of the 90% submittal package within relevant CITY departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

Task 1502 Final Construction Contract Documents –

DESIGN PROFESSIONAL shall address review comments received from the CITY related to the 90% design completion submittal and provide a check set for CITY review. CITY will provide final front end documents for incorporation into the Construction Contract Documents. DESIGN PROFESSIONAL will provide signed and sealed original documents to the CITY.

Utility Coordination - All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Contract Documents. Following completion of the bidding process, DESIGN PROFESSIONAL shall send Public Notice #4 to all utilities that have conflicts and those that have not responded, indicating that construction of the project will begin soon.

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

Opinion of Probable Costs- DESIGN PROFESSIONAL shall update the 90% cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Upon CITY acceptance of the final construction contract documents, the DESIGN PROFESSIONAL will submit the following final deliverables.

1. Contract Drawings: PDF set of Contract Drawings (D Size-ANSI) and PDF files of individual drawing sheets. One full size hard copy of cover sheet sealed and signed.
2. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B.
3. Project Manual: 1 PDF copy; 8-1/2" x 11" size of complete Project Manual. Also provide PDF copies of individual Project Manual Divisions. Provide one hard copy of signed and sealed certification pages. Submittal shall include front end documents provided by CITY, CITY's standard specifications, and all technical specifications developed by the DESIGN PROFESSIONAL.
4. Final Opinion of Probable Construction Cost- 1 PDF copy.

Task 1503 Pre-Bid Conference

In coordination with CITY PM, DESIGN PROFESSIONAL shall prepare and present at pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications, and technical issues. Up to four (4) staff will attend the Pre-Bid meeting. Project advertisement will have a minimum duration of 30 days. DESIGN PROFESSIONAL to prepare agenda and facilitate the meeting with assistance from the CITY.

Task 1504 Submit Engineer's Opinion of Probable Construction Cost

Update the Final Opinion of Probable Construction Cost previously submitted to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 1505 Bid Assistance and Evaluation

Assist the CITY with interpretation of the Contract Documents and develop up to three (3) addenda as required during the bid advertisement period to clarify the Contract Documents. CITY will post the addenda.

Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references for evaluation.

Make written recommendation regarding the award of construction contract.

TASK SERIES 1600 - CONSTRUCTION PHASE ENGINEERING SERVICES

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

Task 1601 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input, and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR.

Task 1602 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting summary, and submit meeting summary to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting summary to all parties in attendance and upload the final meeting summary to the CITY's web based document management system.
2. DESIGN PROFESSIONAL shall attend up to 21 monthly progress meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting. DESIGN PROFESSIONAL shall keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.
3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 42 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 1603 Document Management and Work Tracking Application

DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system (eBuilder-Trimble Unity Construct) for managing, tracking, and storing documents associated with the project. DESIGN PROFESSIONAL, RPR, and staff shall attend training on CITY's web-based document management system prior to start of construction. Documents will include, but are not limited to, shop drawings, submittals, correspondence, change orders, work change directives, project status reports, pay requests, inspection reports, daily logs, meeting notes and summaries, progress photos, and correspondence between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets for each Project Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY. DESIGN PROFESSIONAL shall update the work orders on a monthly basis as construction is completed and notify the CITY when work orders may be closed.

Task 1604 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 150 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 1605 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 22 and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 1606 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR. A total of 42 RFIs are assumed.

Task 1607 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and/or CITY staff prior to issuing to CONTRACTOR.

DESIGN PROFESSIONAL will review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.

The DESIGN PROFESSIONAL will negotiate allowance authorization and change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each allowance authorization or change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under an allowance authorization or change order request, DESIGN PROFESSIONAL will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

The DESIGN PROFESSIONAL will draft all allowance authorizations and change orders for the CITY. CITY will review, approve, and execute all allowance authorizations and change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish basis for DESIGN PROFESSIONAL's compensation, up to 8 claims, 10 allowance authorizations, 6 change orders, and 16 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 1608 Post-Installation CCTV Review

1. DESIGN PROFESSIONAL shall review up to 16,000 linear feet of the Contractor's final completion post installation CCTV and new pipe construction submittal package

prior to achievement of full operation, including all full wrap CIPP Short or Long Liner and open cut lateral connection replacements post-installation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded for the Punch List. DESIGN PROFESSIONAL's staff shall be PACP certified.

Task 1609 Achievement of Full Operation Review and Final Completion Inspection

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 1700 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a full-time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 21-month period to Achievement of Full Operation for sewer separation and an additional 3 months to final completion for the project area. This assumes 21 months of active construction as described in the RPR Level of Effort. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services, if requested. CITY reserves the right to conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

The role of the RPR will be that of the lead observer and primary liaison with the CITY and CONTRACTOR's Superintendent. DESIGN PROFESSIONAL's RPR services include site visits for observation, attendance at monthly progress meetings, and an Achievement of Full Operation review. After Achievement of Full Operation, the RPR will participate in the Final Inspection, review the final Application for Payment, and review the CONTRACTOR'S final record drawing submittal. On a monthly basis, RPR shall review for accuracy and completeness the Contractor's record drawings.

RPR is DESIGN PROFESSIONAL's Agent at the site, shall act as directed by and under the supervision of DESIGN PROFESSIONAL, and shall confer with DESIGN PROFESSIONAL regarding their actions. RPR's dealing in matters pertaining to the on-site work shall in general

be only with DESIGN PROFESSIONAL and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR.

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's and Assistant RPRs' efforts for Task Series 1500 is limited to 4,888 hours. The RPR's effort for the entire project is based on 21 months (91 weeks) at 40 hours per week during construction, and 13 weeks at 16 hours per week during closeout. The assistant RPR effort for water main observation and supplemental project observation is based on 26 weeks at 40 hours per week. Travel time up to an hour to and from the site and undefined travel within the site is included in the RPR level of effort.
2. DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 1701 Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 1702 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 21 monthly progress meetings and up to 42 other meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 1703 Liaison

RPR shall serve as the CITY's and DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. RPR shall provide the following liaison services, as limited by the budgeted hours.

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, including weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed, street address of service laterals replaced or rehabilitated, and manholes that have been rehabilitated, constructed or replaced. Record shall include quantities for payment (by asset, daily totals, and to-date totals), and dates of rehabilitation, construction, or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and on a hard copy map; provide copies of the Excel file and hard copy map with the monthly report.
4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. Inspection and approval of open cut point repairs, service line repair/replacement, and manhole lining shall be the CITY's standard inspection method, by the RPR. Construction quantities, addresses, dates, etc., shall be tracked by the RPR.
7. Assist the City's Project Manager in addressing 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

Task 1704 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever they believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when they believe that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY.
3. RPR shall verify that tests are conducted as required by the contract document and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.
4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 1705 Records

1. RPR shall maintain in the trailer, orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the contract documents, progress reports, and other project-related documents.
2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 1706 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system a daily report of RPR observed events at the job site, including the following information.
 - a. Hours the CONTRACTOR worked on the job site.
 - b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
 - c. Construction equipment on the job site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
 - i. Observations pertaining to the progress of the work. Materials received on job site.
 - j. Construction issues and resolutions or proposed resolutions to issues
2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1707 Payment Requisitions

RPR shall review up to 22 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 1708 Achievement of Full Operation and Final Completion

2. Achievement of Full Operation:

- a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
- b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

2. Final Completion

- a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.
- b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 1800 - PROJECT CLOSEOUT

Task 1801 Construction Record Drawings

Within 30 days following receipt of the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL shall prepare and submit a set of construction record drawings based on the CONTRACTOR's redlines and other record documents furnished by the CONTRACTOR and the DESIGN PROFESSIONAL's RPR that show changes to original drawings made during construction. DESIGN PROFESSIONAL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. DESIGN PROFESSIONAL

shall provide one full size paper copy, an electronic version of project CAD files and a PDF of project full size record drawings.

Task 1802 Furnish CONTRACTOR'S Completion Documents

1. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the eBuilder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.
2. DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's CREO KC project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.
3. All RPR documents and records shall be provided to the CITY.

Task 1803 Project Closeout Documentation

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

OPTIONAL SERVICES

Any work requested by the city that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. A separate pricing exercise will occur and a separate Optional Services authorization will be required. Optional Services shall not be utilized by the 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 of the allowance amount unless the CITY provides written authorization to the DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

Optional Services may include but are not limited to:

Additional Meetings

Meetings with public, stakeholders, CITY officials, or others to discuss the project or receive feedback on the Project.

Additional Survey

Perform additional site survey within the project area, as needed and in sufficient detail necessary to prepare final construction documents. This task will include additional survey of pipe centerlines, manholes, inlets, and other pertinent information that will be needed for final construction documents. Survey shall be performed in accordance with KC Water Standards. All survey digital data shall be given to the CITY upon completion of final design.

Pothole locations will be surveyed for horizontal and vertical elevations to determine if conflicts exist. Based on updated information obtained from the utilities and collected during additional fieldwork services, input updated utility locations into CADD and those utilities not picked up by the topographic survey, and adjust utility locations in CADD based on updated topographic survey data (i.e. above ground utilities such as manholes, valves, marker posts, etc.).

Additional Field Investigations

Additional Manhole Condition Assessment. Complete Condition Assessment manhole inventories, condition assessments, and connectivity determination for manholes to be investigated.

Perform additional CCTV. Perform additional CCTV investigations within the project area, to supplement completed CCTV investigations conducted during conceptual and preliminary design. The additional CCTV investigations include CCTV investigations of the sewers.

Preparation of documentation related to data collection, analysis, or other work addressing the CITY Stream Corridor Setback Ordinance and related requirements.

(End of Scope of Services)

[illegible]

									Subs			
		RPR	Admin	Engr 5	Total Labor Hours	Labor Total	Expenses	CDM Smith Total	HNTB	Vireo	T&B	
		\$225.00	\$100.00	\$175.00								
Series 1200	PM and Admin											
1201-1203	Project Mgmt				528	\$133,080		\$133,080				
1205	Final-QC				40	\$11,680		\$11,680				
1200.Sub	Series 1200 Sub Costs				0	\$0		\$0	\$84,403	\$9,702		
Series 1300	Final - Pub Engagement											
1301	Pub Mtgs				12	\$2,560	\$100	\$2,660				
1302	Resident Response				100	\$17,000	\$300	\$17,300				
1300.Sub	Series 1300 Sub Services				0	\$0		\$0	\$1,218			
Series 1400	WMR							\$0				
1400	WMR Prelim				301	\$57,400	\$2,941	\$60,341				
1402	WMR 90				475	\$74,465	\$1,500	\$75,965				
1402Bid	WMR Bid				0	\$0		\$0				
1402QC	WMR QC				36	\$8,220		\$8,220				
1400.Sub	Series 1400 Sub Services				0	\$0		\$0			\$125,185	
Series 1500	Final Design and Bid Services							\$0				
1501	90% Docs		16	12	1204	\$204,080		\$204,080				
1502	Final Docs		24		434	\$80,140		\$80,140				
1503-6	Bid Services				128	\$23,240	\$100	\$23,340				
1500.Sub	Series 1500 Sub Services				0	\$0		\$0	\$146,831		\$38,796	
Series 1600	CPS							\$0				
1601	Contr Schedule				48	\$8,880		\$8,880				
1602	Site Visits and Mtgs				440	\$88,200		\$88,200				
1603	Doc Mgmt				160	\$29,600		\$29,600				
1604	Submittals		120		520	\$82,400		\$82,400				
1605	Pay Reqs				66	\$11,460		\$11,460				
1606-7	RFI and CO				448	\$83,440		\$83,440				
1608	Rehab Submittal				24	\$3,840		\$3,840				
1609	AFO and Final				48	\$9,280		\$9,280				
1600.Sub	Series 1600 Sub Services				0	\$0		\$0	\$70,974	\$19,138		
Series 1700	RPR											
1700	CDM Smith RPR	3848			3848	\$865,800	\$33,075	\$898,875				
1700.sub	Series 1700 Sub RPR				0	\$0		\$0	\$146,046	\$26,533		
Series 1800	Closeout											
1800	Records				400	\$69,000		\$69,000				
1800.sub	Series 1800 Sub Services				0	\$0		\$0	\$16,018	\$8,510		
TOTAL		3848	160	12	9260	\$1,863,765	\$38,016	\$1,901,781	\$465,490	\$63,883	\$163,981	
Optional Services								\$282,865		\$222,000		

ATTACHMENT C 2

SCHEDULE OF POSITION CLASSIFICATIONS

RAW BILLING RATE SCHEDULE

(Rates are for the period from January 1, 2026 through December 31, 2026)

CDM Smith Inc.

<u>LABOR CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER INTERN	\$19 to \$28
ENGINEER 1-2	\$24 to \$58
ENGINEER 3-4	\$39 to \$74
ENGINEER 5-6	\$49 to \$87
ENGINEER 7-8	\$57 to \$105
PROJECT MANAGER (PM)	\$61 to \$116
SENIOR PROJECT MANAGER (SPM)	\$70 to \$135
CLIENT SERVICE LEADER (CSL)	\$78 to \$128
QUALITY CONTROL MANAGER	\$71 to \$120
PRINCIPAL IN CHARGE (PIC)	\$78 to \$130
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$20 to \$40
DRAFTER 3-4	\$25 to \$48
DRAFTER 5-6	\$31 to \$56
DRAFTER 7-8	\$38 to \$68
RESIDENT PROJECT REPRESENTATIVE	\$40 to \$85
<u>PROFESSION ADIMINSTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$20 to \$55
PROJECT ADMINISTRATOR	\$22 to \$59
CONTRACT ADMINISTRATOR	\$26 to \$63