

WSP

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 89003790

CONTRACT NUMBER 1050

55th & Bennington, Phase II Sanitary Sewer

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Taliaferro & Browne, 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:

Project No. 89003970 – 55th & Bennington, Phase II-off Sanitary Sewer

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

- A. Design Professional shall perform the Scope of Services, incorporated into this Agreement as:

Attachment A - Scope of Services

- 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 C - Electronic Format Requirements And Naming Conventions

Attachment D - Construction Contract Bidding Documents Preparation / Submission Procedures for Design Professionals

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

General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation.

- a. The maximum amount that City shall pay Design Professional under this Agreement is \$54,994.00, as follows:
 - i. \$54,994.00 for the services performed by Design Professional under this Agreement.
 - ii. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to hourly rate of personnel for time charges directly to the project, A schedule of position classifications and the hourly rate for each position is included as a part of **Attachment E – Fee Estimate dated 02/08/2011**
3. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 - b. **Method of Payment.**
 - i. Design Professional shall invoice City MONTHLY setting forth the total effort expended on an hourly basis incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.

Condition Precedent to Payment.

- ii. 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
- iii. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any

obligation incurred by Design Professional except as approved under the provisions of this Agreement.

- iv. 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.

Attachment F - Non-Construction Application for Payment Form

Sec. 5. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City: Robert A Davis
Water Services Department
4800 E. 63rd St.
Kansas City, MO 64130
Tel: 816-513- Fax: 816-513-0343
Email address: robert.davis@kcmo.org

Design Professional: Taliaferro & Browne, Inc..
Hagos Andebrhan
1020 E. 8th St.
Kansas City, MO 64106
Tel: 816-283-3456 Fax: 816-283-0810
Email address: hagos@tb-engr.com

All notices are effective on the date mailed or deposited with courier.

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:

- c. 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.
- d. 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.

- e. Provide standard City forms as required.
- f. Provide City – Licensed Geographical Information System Data set forth in **Attachment G - City-Licensed Geographical Information System Data** incorporated into this Agreement.

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

Attachment A - Scope of Services
Attachment B - Not Used
Attachment C - Electronic Format Requirements and Naming Conventions
Attachment D - Construction Contract Bidding Documents Preparation /
Submission Procedures for Design Professionals
Attachment E –Fee Estimate dated 02/08/2011
Attachment F - Non-Construction Application for Payment Form
Attachment G - City - Licensed Geographical Information System Data
Attachment H - Project Schedule
Attachment I - Non-Construction Subcontractors Listing
Attachment J – Employee Eligibility Verification Affidavit
Attachment K - Certificate of Insurance

Sec. 10. Documents Incorporated by Reference. The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

None

Sec.16. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 17. 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

Date: 02/11/11

this document on behalf of Design Professional

By: [Signature]

Name: HAGOS E. ANDEBRHAN

Title: CEO

Date: 4/25/11

KANSAS CITY, MISSOURI

By: [Signature]

Name: Terry Leeds

Title: Acting Director of Water Services

Secretary to the Board

Approved as to form:

[Signature]
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.

[Signature] 5/2/11
Director of Finance Date

APR 27 PM02:11

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. 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.

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

D. Regardless of any approval by City, it is the responsibility of Design Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. 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 an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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. 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. the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, 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. 2-1604. LEED silver standard.

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

Sec. 6. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

Design Professional shall establish and maintain for the term of this Agreement an Affirmative Action Program 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. Design Professional shall not discriminate against any employee of applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 38 of City's Code. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further Agreements funded by City for a period of one (1) year. This is a material term of this Agreement.

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances

administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$120,000.01. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

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

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any

subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

89003790
55th & Bennington Ave. Phase 2 Sanitary Sewer
ATTACHMENT A
SCOPE OF SERVICES

General:

Revise sewer alignment, provide ROW documents for new properties, get final plans and specifications ready for bidding, provide bidding and construction services for Infill sanitary sewer extension in the vicinity of 55th St. and . Bennington Ave.

1. Final Bid Documents

- a. Schedule Kick-off Meeting to review scope, schedule of deliverables, and proposed plan changes with City's Staff; issue meeting agenda and meeting minutes following meeting.
 - (1) Modify drawings and specifications to include any update to notes, update signature page and other directly related revisions due to recent updates or changes in requirements or standards.
 - (2) Modify plans and provide additional survey, boring, plan and profile to move MH E-1 approximately 40' east across Cambridge Ave. east of Cambridge ROW.
- b. Revise easement documentation to modifications and provide title work to include ownership and encumbrance and tract maps or up to two properties impacted by the changes above in (2) (Title work shall not be over 180 days) per Attachment E, "Right-of-Way Review (Consultant Copy) Policy and Procedures Manual."
- c. Produce and deliver the final plan (#3) utility notices to all public and private utilities.
- d. Delivery of four (4) sets of review documents (24" x 36" drawings, specifications and engineer's estimate).
- e. Attend review meeting with the CITY and issue meeting minutes to all attendees.
- f. Incorporate City's review comments into final bid documents. Prepare detailed comment listing with responses.
- g. Update the Engineer's Opinion of probable construction cost to reflect changes.
- h. Provide bidding documents on disc (tiff or pdf format for drawings and pdf and WORD format for specifications and Engineer's Estimate in EXCELL), on City bid forms, for Bid Opening and one (1) set of 24 inch x 36 inch plans with all approvals and signatures.

2. Bid Phase Services

- a. Consult with and advise City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- b. Issue Utility Notice #4.
- c. Assist in the preparation of written addenda to the bidding documents as required or requested.
- d. Review bid tabulation and make award recommendation based on the bid tabs provided by the City.

3. **Construction Phase Services** The Design Professional shall provide the services and such other services as listed below.
- a. Attend Pre Construction Conference and review and approve project schedule.
 - b. Designate a representative(s) to attend meetings at the job site and review construction procedures upon request.
 - c. Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings.
 - d. Review and approve Work Change Directives.
 - e. Review and approve Change Orders.
 - f. Review and respond Request for Interpretation (RFI).
 - g. Determine Unit Prices.
 - h. Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities upon request.
 - i. Review and recommend on defective work.
 - j. Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in.
 - k. Review and recommend on claims and/or disputes.
 - l. Prepare mylar record drawings to show significant changes made during construction of the project based on final survey provided by the contractor.

ATTACHMENT C

ELECTRONIC FORMAT REQUIREMENTS

Drawings/plans

Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI.

The first 3 characters for the drawings # and then add 3 dashes to separate the drawing name.

Drawing Examples:

001---Cover-Sheet-and-INDEX.tif

030---A1-1.tif

121---M01.11.tif

CSI specification sections (project manuals)

CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI.

CSI specification sections should be separated by division with no spaces.

Spec Examples:

Division-00.pdf

Division-01.pdf

Division-16.pdf

ATTACHMENT D

Construction Contract Bidding Documents Preparation/Submission Procedures for Design Professionals

The City of Kansas City Contract Central requirements shall be followed in the preparation and processing of contract documents as required in Administrative Regulation 3-21. Capital Improvements Management Office (CIMO) – Contract Administrator will ensure that contracting requirements are met. Project Managers will coordinate Design Professional construction document preparation and submission activities with Contract Administrator and Project Controls.

1. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

- A. Design Professional will be provided with a copy of Kansas City Contract Central current General Conditions and other project specific boilerplate documents applicable to construction contracts for Divisions 00 and 01.
- B. Design Professional will review these documents and will advise the Contract Administrator, by form number of those documents that will not be required for the project manual and those documents that will need to be modified. The Design Professional will also advise of any documents they may be recommending for addition to the contract.

The following sections may be customized by the Design Professional according to specific project requirements. To assure clarity, it is the City's preference that the same information not be repeated in more than one location in the document.

00005 Certifications Page/s	01270 Unit Prices
00010 Table of Contents	01290 Payment Procedures
00015 List of Drawings	01310 Contract Management & Coordination
00210 Instructions to Bidders	01320 Construction Progress Documentation
00411 Itemized Prices	01322 Photographic Documentation
00412 Unit Prices	01330 Submittal Procedures
00413 Allowance Form	01400 Quality Requirements
00420 Alternates	01500 Temporary Facilities & Controls
00800 Supplementary Conditions	01600 Product Requirements
01100 Summary	01700 Execution Requirements
01140 Work Restrictions	01731 Cutting & Patching
01210 Allowances	01732 Selective Demolition
01230 Alternates	01770 Closeout Procedures
01250 Contract Modification Procedures	

- C. Design Professional will maintain the integrity of the Contract Central document footers.

- 1. The guidelines for Division 00 and 01 footers are as follows:

Each document will include a revision date in the lower right corner of the footer. This date will be modified with each document revision.

2. The guidelines for Division 2 – 16 footers are as follows: (The Design Professional may add additional project footer information)

Microsoft Word or Excel 2000 (9.0.3821 SR-1) to the Contract Administrator:

Division 01 in Microsoft Word or Excel 2000 (9.03821 SR-1)

Division 2-16 and completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images. No files may be larger than 3 megabytes in size.

2. DIVISIONS 2-16; TECHNICAL SPECIFICATION STANDARDS

A. GENERAL:

MARGINS, Top - 1", Bottom - 1", Right – 1", Left – 1". TAB SETTINGS, every 0.5". Applies to all sections of specifications.

B. SECTION HEADINGS:

FONT – Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT – Left; SPACING – Double.

C. PARAGRAPH HEADINGS:

FONT – Times New Roman (or approved equal), 11 point, ALIGNMENT – Left; SPACING – Double.

D. PARAGRAPH TEXT:

FONT – Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT – Left; SPACING – Single; Double spaced between paragraphs. INDENT, 0.5" left with 0.5" hanging indent, and additional 0.5" for each subparagraph.

E. PARAGRAPH NUMBERING AND FOOTERS:

Multilevel numbering following the MasterSpec numbering convention.

F. Sections 2 - 16 use the term "Architect". Change this term to "Design Professional".

3. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

At 90% completion, an electronic copy of any technical documents included in Division 01 and all documents included in Divisions 2 – 16 prepared by Design Professional is to be provided to Contract Administrator (Microsoft Word and/or Excel Format only). Design Professional is to submit final Engineer's Estimate 24 hours prior to Bid Opening on Form 00410 Bid Form/Contract and Form 00412 Unit Price Form (if applicable) or other bidding form specified in the bidding manual for the project. Form 00412 Unit Price Form is to be submitted in electronic format.

The originals and accompanying electronic files shall become the property of the City of Kansas City, Missouri, with all rights of use, editing or reuse by the City of Kansas City, Missouri for purposes of operating, maintaining and governing the City -governed entities. All electronic files shall be given to the CIMO Department on CD. CIMO reserves the right to disapprove any originals or electronic files that do not meet the prescribed specifications standards.

4. SCHEDULES

- A. Project Schedules must include adequate time for review and approval by the Contract Administrator and Project Manager, arrangements for Pre-Bid Conference, and scheduling of advertising.
- B. Once the schedule has been established, the Project Manager will coordinate subsequent schedule changes with the Contract Administrator as they occur.

5. PREPARING AND ISSUING ADDENDA

- A. When Design Professional prepares addenda, preparation schedules must include adequate time for review and approval by the Contract Administrator and Project Manager. The Project Manager will coordinate all addenda with the Contract Administrator using the Addendum Preparation Checklist and the Contract Central Addendum Form No. 00910.

6. PRE-BID/PRE-CONSTRUCTION CONFERENCE

The Pre-Bid and Pre-Construction Conference Agenda and Checklist samples are included for reference. The Project Manager will coordinate preparation of the document with the Design Professional and the Contract Administrator. All questions asked and answered during the course of a Pre-Bid meeting will be issued by Addendum.

**If you have any questions regarding these instructions, please contact
the Contract Administrator.**

ATTACHMENT E

Fee Estimate

KCMO Proj. #89003790 (T&B Proj. #19-1131)

02/08/2011

3 Pages

FEE ESTIMATE - Additional Surveying & Engineering Services for 55th & Bennington Ave San. Sewer Ext. /KCMO Proj. # 89003790 (T&B Proj.#19-1131)

TASK	Engr. VII	Engr. V	Site Rep.	Drafter IV	Admin. Asst.	Survey Crew	Principal	Total
TASK 1: Final Bid Documents								
a. Kick-off Meeting w/ City Staff		8			1		1	10
1. Modify Drawings & Specifications		10		12	2		2	26
2. Additional Survey		40				(See Below)	2	42
b. Revise Easement Documentation		8						8
c. Issue Utility Notice No. 3		8			4			12
d. Submit Review Plans & Specs. to City		8		8	1			17
e. Review Modifications w/ City Staff		8					2	10
f. Incorporate City Comments	2	24		48				74
g. Update Engineer's Opinion of Probable Construction Cost	1	4						5
h. Provide Documents on Disc and Mylars		8		16				24
Subtotal Hours (Task 1.a thru 1.h)	3	126	0	84	8	0	7	228
Hourly Rate	\$120.00	\$105.00	\$80.00	\$85.00	\$60.00	\$140.00	\$210.00	
Subtotal Cost (Task 1.a thru 1.h)	\$360	\$13,230	\$0	\$7,140	\$480	\$0	\$1,470	\$22,680
i. Additional Field Survey, Acquiring 2 O&E's and Preparing Easement Documents								\$8,204
SUBTOTAL COST (TASK 1)								\$30,884

FEE ESTIMATE - Additional Surveying & Engineering Services for 55th & Bennington Ave San. Sewer Ext. /KCMO Proj. # 89003790 (T&B Proj.#19-1131)

TASK	Engr. VII	Engr. V	Site Rep.	Drafter IV	Admin. Asst.	Survey Crew	Principal	Total
TASK 2: Bid Phase Services								
a. Advise City on Substitute Materials		4						4
b. Issue Utility Notice No. 4		8			4			12
c. Prepare Addenda		8		4				12
d. Attend Pre-bid Meeting		4						4
e. Review Bid Tabulation and Make Contractor Recommendation	2	8						10
SUBTOTAL HOURS	2	32	0	4	4	0	0	42
HOURLY RATE	\$120.00	\$105.00	\$80.00	\$85.00	\$60.00	\$140.00	\$210.00	
SUBTOTAL COST (TASK 2)	\$240	\$3,360	\$0	\$340	\$240	\$0	\$0	\$4,180
TASK 3: Construction Phase Services								
a. Attend Pre-construction Conference and Review & Approve Project Schedule		4						4
b. Attend Job Site Meetings "Including preparation, driving & etc."		28						28
c. Review & Approve Substitutions, Materials Certification, and Shop Drawings		16						16
d. Review & Approve Work Change Directives		8						8
e. Review & Approve Change Orders		16						16
f. Review & Respond to RFI		16						16

FEE ESTIMATE - Additional Surveying & Engineering Services for 55th & Bennington Ave San. Sewer Ext. /KCMO Proj. # 89003790 (T&B Proj.#19-1131)

TASK	Engr. VII	Engr. V	Site Rep.	Drafter IV	Admin. Asst.	Survey Crew	Principal	Total
9. Determine Unit Prices		4						4
h. Review and Approve Contractor's Pay Application, Schedule of Values, and Verify Quantities		24						24
i. Review & Recommend on Defective Work		8						8
j. Recommend Substantial Completion, Attend Project Walkthroughs, Develop Punch Lists, and Approve Final Payment	4	12			1		1	18
k. Review & Recommend on Claims & Disputes	2	4						6
l. Prepare Record Drawings for Significant Changes during Construction		8		40				48
SUBTOTAL HOURS	6	148	0	40	1	0	1	196
HOURLY RATE	\$120.00	\$105.00	\$80.00	\$85.00	\$60.00	\$140.00	\$210.00	
SUBTOTAL COST (TASK 3)	\$720	\$15,540	\$0	\$3,400	\$60	\$0	\$210	\$19,930
TOTAL PROJECT COST (Tasks 1, 2 & 3)								
								\$54,994



NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number _____

Project Title _____

Application Number: _____

Ordinance Number: _____

City PO Number: _____

Final Payment ☐

Date: _____

Ordinance Date: _____

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
Maximum Obligation (1+2)	[3]	\$0.00
Total Work Completed to Date	[4]	\$0.00
Total Previous Payments	[5]	\$0.00
PAYMENT DUE CONTRACTOR (4-5)	[6]	\$0.00

Instructions to Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses 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.

2. If this is the First application for payment and if Contract amount exceeds \$120,000.01, 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;** and proof of tax compliance (**Revenue Clearance Letter**).

4. Submit Application to:

Capital Improvements Management Office

_____, Project Manager

414 East 12th Street - City Hall, 18th Floor

Kansas City, MO 64106

Contractor:

Submitted By: _____

Signature: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____

Kansas City:

Approved By: _____

Project Manager

Date: _____

Approved By: _____

Director

Date: _____

ATTACHMENT G
CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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 H
PROJECT SCHEDULE

Project No. 89003790 – 55th & Bennington, Phase II Sanitary Sewer

Whenever any of the tasks below fall behind schedule by more than 30 days, Design Professional shall prepare and submit a revised schedule and recovery plan to the City for review and approval.

<u>Project Schedule</u>	<u>Date Completed</u>
Revised Plans and ROW Documents	90 Days from NTP
Final Did Documents	30 Days from ROW acquisition
Bid Phase Services	Based on bidding schedule
Construction phase Services	Based on construction schedule

ATTACHMENT I

Non-Construction Subcontractors Listing

Project No. 89003370 - 39th and Blue Ridge Cut-off Sanitary Sewer

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

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

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

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1050 PROJECT NO. 89003790
PROJECT TITLE – 55th & Bennington, Phase II Sanitary Sewer
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Tallaferro & Browne, Inc. (Design Professional). The parties amend the Agreement entered into on May 5, 2011, as follows:

WHEREAS, City has previously entered into a contract dated June 6, 2005 in the amount of \$93,790.00; and

WHEREAS, the City has previously entered into Amendment No. 1 dated June 14, 2007, in the amount of \$3,200.00; and

WHEREAS, the City has previously reactivated the project and entered into a new contract on May 5, 2011 in the amount of \$54,994.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$135,803.00, to amend the total contract amount to \$190,797.00; 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. Under Attachment A – Scope of Services, add Attachment A1 – Scope of Services for Final Design Phase.
- b. Under Attachment E – Engineering Fee Summary and Schedule of Position Classifications, add Attachment E1 – Engineering Fee and Summary for Final Design Phase.
- c. Add Sec. 9. 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.

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

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

The maximum amount that City shall pay Design Professional under this Agreement is \$190,797.00, as follows:

- i. \$190,797.00 for the services performed by Design Professional under this Agreement.
- ii. 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 are included as a part of Attachment E.
- iii. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

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

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

**ATTACHMENT A1 – AMENDMENT NO. 1 SCOPE OF SERVICES FOR
FINAL DESIGN PHASE**

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

DESIGN PROFESSIONAL

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

By:

Date: 3/8/2022

DocuSigned by:
Leonard Graham
F88ACE8B32DB402...
Title: President

KANSAS CITY, MISSOURI

By:

Date: 3/17/2022

DocuSigned by:
D Matt Bond
44458FCE836C4D6...
Title: DeputyDirector

Approved as to form:

DocuSigned by:
Mark Jones
Assistant City Attorney
0909E44CF75D420...

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:
Anne Kaps
996237EFA75F404...
Director of Finance
4/4/2022
(Date)

89003790
55th & Bennington Ave. Phase 2 Sanitary Sewer
ATTACHMENT A
SCOPE OF SERVICES

Introduction:

The City of Kansas, Missouri is in the process of eliminating areas where public sanitary sewers are not available to its residents. To aid in this process, the City has received funding from the Missouri Department of Natural Resources' State Revolving Fund. This fund, supported by the Environmental Protection Agency (EPA), will be used to finance about fifty percent of the sanitary sewer construction costs.

One of the areas requiring the City's immediate attention is the residential neighborhood in and around 55th Street and Bennington Avenue. Sampling in the area shows higher than acceptable of E. coli bacteria related to human waste. This is a potential health risk to the residents. While considered in the former Sewer District 719 and located just to the west Blue Parkway, the area survives primarily on septic tanks with no access to public sanitary sewer.

In response to the problem, the City has split Sewer District 719 into smaller districts. These are now Sewer Districts 11040, 11041, & 11042 along with a smaller Sewer District 719. Sewer District 11042, where the sampling has taken place, is the worst area of the neighborhood and will receive the most attention first. Connections to proposed sanitary sewer system for existing houses in this district will be available, while main extensions will be extended to the other three districts.

In 2007, Taliaferro & Browne, Inc., prepared sewer construction plans for Sewer District 11042. In 2013 the plans were updated with the addition of a 40' line across Cambridge Ave.

The current project calls for updating the Sewer Plans as prepared in 2013.

A. Construction Plan Updates:

Review and/or update: topography, utility information (re-issue Public Improvement Notice 1), re-establish survey controls, survey field check, update topography, review and update the plans, update title sheet, update Engineer Opinion of Probable Cost Estimate, Update Technical Specifications, Follow up with Utility Owners (Public Improvements 2 through 4), update easement and assessment plans, update the current plans, create/develop 95% documents for review, prepare 100% construction plans, specifications, and documents. Provide bidding assistance, construction phase services, and preparation of as-built mylar drawings for Infill sanitary sewer extension in the vicinity of 55th St. and Bennington Ave.

1. Final Bid Documents

- a. Schedule Kick-off Meeting to review scope, schedule of deliverables, and propose updates for the current plans and other documents with Water Service Department's Staff; issue meeting agenda and meeting minutes following each meeting.

- (1) Modify drawings and specifications to include any update to notes, update title sheet, signature page and other directly related revisions due to recent updates or changes in requirements or standards.
 - (2) Update plans and base map per updated field check, survey topography of any changes of existing features, utilities, and Ownerships.
 - (3) Update Survey Layout and re-establish Controls.
 - (4) Update Engineer's Opinion of Probable Cost Estimate.
- b. Review and update temporary easement drawings, documentations, and legal descriptions. WSD to provide information regarding all title work to be used to update legal descriptions and tract maps. (Title work shall not be over 180 days). This work will entail preparation of 30 tract maps and temporary easement descriptions.
 - c. Produce and deliver the 95% and final plans, technical specifications, Engineer Cost Estimates, and utility logs for utility notices to all utility owners.
 - d. Delivery of four (4) sets of review documents (24" x 36" drawings, technical specifications, and engineer's cost estimate)
 - e. Attend review meeting with the CITY and issue meeting minutes to all attendees.
 - f. Incorporate City's review comments into final bid documents. Prepare detailed comment listing with responses.
 - g. Update the Engineer's Opinion of probable construction cost to reflect changes.
 - h. Provide bidding drawings on disc (pdf format), WORD format for specifications, and Engineer's Estimate in MS EXCEL, on City bid form for Bid Opening, and one (1) set of 24-inch x 36-inch plans with all approvals and signatures.
- 2. Pre-Bid Phase Services**
- a. Coordinate with Water Services Department for any latest comments and incorporate with construction documents.
 - b. Provide the latest Utility-Log and Statuses of any required utility relocations.
 - c. Provide a set of revised/updated Hard Copy of the plans and Latest Electronic Files to WSD.
 - d. Consult with WSD and advice regarding Bidding Date and construction schedule or time period.
- 3. Bid Phase Services**
- a. Consult with and advise City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
 - b. Issue Utility Notice #4.
 - c. Assist in the preparation of written addenda to the bidding documents as required or requested.
 - d. Review bid tabulation and make award recommendation based on the bid tabs provided by the City.

**ATTACHMENT E1 – AMENDMENT NO. 1 ENGINEERING FEE
SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS FOR
FINAL DESIGN PHASE**

Updating Phase 2 Plans - 55th St and Bennington Sanitary Sewer

TASK	Engineer VII	Engineer V	Drafter III	Admin. Asst.	Struct. III	Principal	Total
TASK 1 PROJECT MANAGEMENT & ADMINISTRATION							
1.1 Project Set Up and Work Plan Development	8						
1.2 General Project Management and Supervision	12	12				2	10
1.3 Quality Control, Quality Assurance, and Project Reviews	10	6				2	26
						2	18
TASK 2 - PROJECT MEETINGS & FIELD CHECK							
2.1 Field Check (Visually check Topo Features and Utilities:) 6 Plan & Profile Sheets	8	8					16
2.2 Misc. Online Meetings with the Client	8	8					16
2.3 Gathering Utility Records (Repeat Public Improvements Notice 1) and follow-ups	8	16					24
2.4 Follow up with Utility Owners with conflicts (Public Improvement Notice 2 through 3)	6	6					12
2.5 Direct Contact, Coordinate, & Field Meeting w/ Utility Owners for any Relocation Features	8	8					16
2.6 Team Plans Review (Discussing and going over WSD review comments)	8	8					16
2.7 Public Meeting, Coordination, and Attendance	8	8					16
TASK 3 - 95% PLANS & Documents SUBMITTAL							
3.1 Updating Base Drawings for Plans (with GIS, Google Earth, Field Observation data, City Parcel Maps, Utility Records, and Survey Field Work Data)	8	24	64			4	100
3.2 Update and modify Title Sheet to match WSD new standards			8				8
3.3 Update General Layout Plan	1		8				9
3.4 Update survey layout and controls plan	2	4	16				22
3.5 Update Plan & Profile Sheets	2	8	24				34
3.6 Update Erosion & Sediment Control Plan	2	2	8				12
3.7 Update Traffic Control Plan	2	4	4				10
3.8 Review and Update Easement Summary Table and Drawings	8	8	12			2	30
3.9 Review and Update Assessment Table	4	4	12			2	22
3.10 Technical Specifications	8	12				2	22
3.11 Engineer Opinion of Probable Cost Estimate	4	8				2	14

Updating Phase 2 Plans - 55th St and Bennington Sanitary Sewer

TASK	Engineer VII	Engineer V	Drafter III	Admin. Asst.	Struct. III	Principal	Total
TASK 4 - Construction Plans & Documents							
4.1 Incorporate WSD 95% Review Comments with Plans	4	8	32				44
4.2 Prepare 100% Construction Plans	8	8	32				48
4.3 Update Technical Specifications	4						4
4.4 Update Engineer Opinion of Probable Cost Estimate	2					2	4
TASK 5 - Pre-Bid Phase Services							
5.1 Consult with and WSD and update construction documents	4		4			1	9
5.2 Provide latest utility-log	8		8			1	17
5.3 Prepare hard copy and electronic copy of plans.	4		4			1	9
5.4 Consult with WSD regarding bid date and other issues.	2		4			1	7
TASK 6 - Bid Phase Services							
5.1 Consult with and advise City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.	4					1	5
5.2 Issue Utility Notice #4.	8						8
5.3 Assist in the preparation of written addenda to the bidding documents as required or reqd.	8					1	9
5.4 Review bid tabulation and make award recommendation based on the bid tabs provided	8					1	9
TOTAL HOURS	189	170	240	0	0	27	626

Updating Phase 2 Plans - 55th St and Bennington Sanitary Sewer

TASK	Engineer VII	Engineer V	Drafter III	Admin. Asst.	Struct. III	Principal	Total
Schedule A Hourly Rate	\$140.42	\$105.34	\$105.34	\$80	\$159	\$225	
Civil Engineering Design	\$26,539	\$17,908	\$25,282	\$0	\$0	\$6,074	\$75,803
Survey Field Check, Additional Topography, and resetting new Controls							\$40,000
Review and update temporary easement drawings, and legal descriptions							
Note: hourly rate is actual rate X 3.04(OH multiplier)							
Total Project Costs							\$115,803

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 1050 PROJECT NO. 890003790
55th & BENNINGTON, PHASE II SANITARY SEWER

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Taliaferro & Browne, Inc. (Design Professional). The parties amend the Agreement entered into on May 5, 2011, as follows:

WHEREAS, City has previously entered into a contract dated May 5, 2011 in the amount of \$54,994.00; and

WHEREAS, City has previously entered into an Amendment No. 1 dated April 4, 2022 in the amount of \$135,803.00 to amend the total contract amount to \$190,797.00; and

WHEREAS, the City desires to execute a No Cost Amendment No. 2; and

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

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

A. Add the following attachment:

- a. Under Attachment E, Engineering Fee Summary and Schedule of Position Classifications, add Attachment E-2, Engineering Fee and Summary for Final Design Phase for Amendment No. 2.

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

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$190,797.00, as follows:
 1. \$190,797.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment I**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments E, E-1, and E-2**. A schedule

of expenses and position classifications with the billing rate for each position is included as a part of **Attachments E, E-1, and E-2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

- a. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$0.00. The following are the reimbursable expenses that City has approved: not applicable.
 - b. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. Method of Payment.
- a. 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. City, upon approving the invoice, shall remit payment.

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: Nov. 9, 2022

Michael Nosseir, P.E.

Title:

Senior Project Manager

KANSAS CITY, MISSOURI

By:

Date: 12/8/2022

DocuSigned by:

Brian Hess

Title:

smart Sewer Officer

DocuSigned by:

Wes Minder

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Approved as to form:

DocuSigned by:

Mark Jones

Assistant City Attorney

PROJECT NO. 89003790 CONTRACT NO. 1050
55TH AND BENNINGTON, PHASE II SANITARY SEWER

Staff Classification	Minimum Regular Hourly Pay Rate (Revised)	Maximum Regular Hourly Pay Rate (Revised)	Regular Time Multiplier	Minimum Regular Hourly Charge out Rate	Maximum Regular Hourly Charge out Rate	Minimum Overtime Pay Rate	Maximum Overtime Pay Rate	Minimum Overtime Charge out Rate	Maximum Overtime Charge out Rate
Engineering Intern	\$13.00	\$17.60	3.04	\$39.52	\$53.50	\$13.00	\$17.60	\$39.52	\$53.50
Engineering Technician I	\$16.00	\$19.79	3.04	\$48.64	\$60.16	\$16.00	\$19.79	\$48.64	\$60.16
Engineering Technician II	\$18.00	\$23.09	3.04	\$54.72	\$70.19	\$18.00	\$23.09	\$54.72	\$70.19
Engineering Technician III	\$21.00	\$25.29	3.04	\$63.84	\$76.96	\$21.00	\$25.29	\$63.84	\$76.96
Engineering Technician IV	\$23.00	\$27.49	3.04	\$69.92	\$83.57	\$23.00	\$27.49	\$69.92	\$83.57
Engineering Technician V	\$25.00	\$29.69	3.04	\$76.00	\$90.26	\$25.00	\$29.69	\$76.00	\$90.26
Engineering Technician VI	\$27.00	\$34.65	3.04	\$82.08	\$105.34	\$27.00	\$34.65	\$82.08	\$105.34
Engineering Technician VII	\$29.00	\$44.10	3.04	\$88.16	\$134.06	\$29.00	\$44.10	\$88.16	\$134.06
Engineering Technician VIII	\$34.00	\$40.69	3.04	\$103.36	\$123.70	\$34.00	\$40.69	\$103.36	\$123.70
Engineering Technician IX	\$37.00	\$48.51	3.04	\$112.48	\$147.47	\$37.00	\$48.51	\$112.48	\$147.47
Engineering Technician X	\$44.10	\$53.36	3.04	\$134.06	\$162.21	\$44.10	\$53.36	\$134.06	\$162.21
Engineer/Architect I	\$23.80	\$29.71	3.04	\$72.35	\$90.32	\$23.80	\$29.71	\$72.35	\$90.32
Engineer/Architect II	\$25.51	\$34.66	3.04	\$77.55	\$105.37	\$25.51	\$34.66	\$77.55	\$105.37
Engineer/Architect III	\$31.52	\$40.84	3.04	\$95.82	\$124.15	\$31.52	\$40.84	\$95.82	\$124.15
Engineer/Architect IV	\$37.14	\$42.09	3.04	\$112.91	\$127.95	\$37.14	\$42.09	\$112.91	\$127.95
Engineer/Architect V	\$38.27	\$47.04	3.04	\$116.34	\$143.00	\$38.27	\$47.04	\$116.34	\$143.00
Engineer/Architect VI	\$42.77	\$51.32	3.04	\$130.02	\$156.01	\$42.77	\$51.32	\$130.02	\$156.01
Engineer/Architect VII	\$46.66	\$54.45	3.04	\$141.85	\$165.53	\$46.66	\$54.45	\$141.85	\$165.53
Engineer/Architect VIII	\$49.51	\$60.65	3.04	\$150.51	\$184.38	\$49.51	\$60.65	\$150.51	\$184.38
Engineer/Architect IX	\$55.15	\$63.66	3.04	\$167.66	\$193.53	\$55.15	\$63.66	\$167.66	\$193.53
Engineer/Architect X	\$57.88	\$66.85	3.04	\$175.96	\$203.22	\$57.88	\$66.85	\$175.96	\$203.22
Professional Land Surveyor I	\$22.51	\$31.23	3.04	\$68.43	\$94.94	\$22.51	\$31.23	\$68.43	\$94.94
Professional Land Surveyor II	\$28.40	\$35.35	3.04	\$86.34	\$107.46	\$28.40	\$35.35	\$86.34	\$107.46
Professional Land Surveyor III	\$32.15	\$40.07	3.04	\$97.74	\$121.81	\$32.15	\$40.07	\$97.74	\$121.81
Professional Land Surveyor IV	\$36.44	\$48.51	3.04	\$110.78	\$147.47	\$36.44	\$48.51	\$110.78	\$147.47
Administrative Assistant I	\$11.25	\$17.33	3.04	\$34.20	\$52.68	\$11.25	\$17.33	\$34.20	\$52.68
Administrative Assistant II	\$16.03	\$27.24	3.04	\$48.73	\$82.81	\$16.03	\$27.24	\$48.73	\$82.81
Administrative Assistant III	\$24.77	\$28.29	3.04	\$75.30	\$86.00	\$24.77	\$28.29	\$75.30	\$86.00
Principal	\$75.02	\$92.54	3.04	\$228.06	\$281.32	\$75.02	\$92.54	\$228.06	\$281.32

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 1050 PROJECT NO. 890003790
55TH AND BENNINGTON, PHASE II SANITARY SEWER
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Taliaferro & Browne, Inc. (Design Professional). The parties amend the Agreement entered into on May 5, 2011, as follows:

WHEREAS, City has previously entered into a contract dated May 5, 2011 in the amount of \$54,994.00; and

WHEREAS, City has previously entered in an Amendment No. 1 dated April 4, 2022 in the amount of \$135,803.00 to amend the total contract amount to \$190,797.00; and

WHEREAS, City has previously entered in a no-cost Amendment No. 2 dated December 8, 2022; and

WHEREAS, the City desires to execute an Amendment No. 3, in the amount of \$89,364.00, to amend the total contract amount to \$280,161.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 3, City and Design Professional agree as follows:

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

- A. Add the following attachments:
 - a. Attachment E-3, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 3
 - b. Attachment L, CREO Contract Assurances Addendum
- B. Delete and replace the following attachment/section:
 - a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services Part II, Standard Terms and Conditions
 - b. Delete Sec. 4, Compensation and Reimbursable, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount the City shall pay Design Professional under this Agreement is **\$280,161.00**.

- 1. \$_____ for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments E through E-3**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments E through E-3**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional and reproduction of deliverables.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachments E through E-3**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional’s Basic Services defined in **Attachments A and A1** by written authorization to the Design Professional to

reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.

7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachments E through E-3** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

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

C. Condition Precedent to Payment.

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

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)