

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 9119 PROJECT NO. 80001900
LIME SLAKERS AND ASSOCIATED EQUIPMENT REPLACEMENT
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Carollo Engineers, Inc. (Design Professional). The parties amend the Agreement entered into on April 5, 2016, as follows:

WHEREAS, City has previously entered into a contract dated April 5, 2016 in the amount of \$775,000.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$322,475.00, to amend the total contract amount to \$1,097,475.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

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

A. Add the following attachments:

- a. Under Attachment 1, Scope of Services, add Attachment 1-1, Additional Scope of Services;
- b. Under Attachment 2, Design Professional Engineering Fee Summary and Schedule of Position Classifications and Salary Ranges, add Attachment 2-1, Design Professional Engineering Fee Summary and Schedule of Position Classifications and Salary Ranges.

B. Delete and replace the following section:

- a. Delete Sec. 4, Compensation and Reimburseables, and replace with the following Sec. 4, Compensation and Reimburseables;

Sec. 1. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,097,475.00, as follows:

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**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments 2 and 2-1**.
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 the

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

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$0.00 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 **Attachments 2 and 2-1**. 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.

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 1 and 1-1** 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 **Attachments 1 and 1-1**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

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)

ATTACHMENT 1-1
FINAL Scope of Services
Project No. 80001900- Contract No. 9119
Lime Slakers and Associated Equipment Replacement Project
Amendment No. 1

I. Introduction:

A. Background

The original scope of work included the pre-negotiation of a price from STT, Enviro Corporation to provide twelve (12) lime slakers and supporting equipment, twelve (12) vendor control panels, a Master Control panel, and integration services to provide an independent SCADA system for the control of the slaking system to replace the existing lime slakers and associated equipment at the Kansas City, Missouri Water Treatment Plant (KCMO WTP).

In addition, the original scope of work included phased replacement of the existing 1,000 amp, 240V, 3phase, 3 wire, grounded B critical load switchboard located in the existing chemical building with a new 1,200 amp, 240 V, 3phase, 3wire, grounded B switchboard located in the same area. The existing loads still in use with this switchboard were to be repowered from the new switchboard and new 240V, 3phase, 3-wire, grounded B phase feeds were to be provided to a new distribution power panelboard and MCC located in a new electrical room constructed by refurbishing/reallocating existing space adjacent to the slaker room.

The refurbished electrical room would contain the 600 amp 240V, 3phase, 3-wire, grounded B phase distribution panelboard which was designed to distribute power to the new slaking equipment associated with this project and a new 300 amp, 240V, 3phase, 3-wire grounded B phase MCC designed to feed new equipment loads associated with Project 80001922, Contract 9325, Lime Unloading System.

Currently, the City of Kansas City Water Services Department (WSD) is conducting a project [by Others] with the intention to eliminate most of the grounded B phase electrical system at the KCMO WTP. As a result, it is anticipated that new dual, redundant 480V, 3-phase, 4-wire power feed will be provided to the existing chemical building from new substations No. 4 and No. 5 to feed the new loads from this project as well as Project 80001922, Contract 9325, Lime Unloading System.

B. General

The purpose of this agreement is to define the scope of engineering services provided by the Design Professional to the City of Kansas City Water Services Department (WSD) for Phase II services to: 1) Prepare modified procurement documents and procure an updated price proposal, shop drawings, and electrical loads listing from STT Enviro Corporation that reflects a change in the electrical feed from 240 V, 3phase, 3wire to the proposed 480V, 3phase, 4wire system; 2) update the contract documents (specifications and drawings) and prepare an interim and final completion set of (bid set) documents to

reflect changing the electrical feed from 240V, 3phase, 3-wire to a 480V, 3phase, 4-wire system.

Phase III of the project will be negotiated at a later date and shall include construction administration and project closeout tasks.

C. **Basic Services Task List**

A Basic scope of services has been developed to define the specific tasks required to complete the services associated with this Amendment No. 1. These tasks are as follows:

Task 100: Project Management and Administration

Task 300: Final Design

II. **Project Schedule Milestones and City Review Requirements**

DESIGN PROFESSIONAL shall complete Task Series 300 within one hundred seventy five (175) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**.

DESIGN PROFESSIONAL's completion schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City.

The City commits to review periods for the final design review deliverable of not more than seven (7) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a seven (7) calendar day period.

III. BASIC SERVICES

Task 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration 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; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 Project Management Services, **DESIGN PROFESSIONAL** will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QA/QC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

Task 102 Monthly Progress Status Reports, Prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by **Design Professional**, a general assessment of **Design Professional's** ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. It is assumed that four (4) monthly project reports will be required from for this amendment.

Task 103 Not Used

Task 104 Design Coordination Meetings, **DESIGN PROFESSIONAL** will conduct up to three (3) design coordination meetings with **CITY's** staff during the Project's design to coordinate with the switchgear project. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services.
2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period.
3. Coordinate with **CITY's** engineer responsible for the design of the switchgear project to provide and coordinate electrical loads, location of 480V, 3phase, 60 Hz power and schedule/timing for construction of the projects. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting. Within fourteen (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

Task 105 Management of Subconsultants, DESIGN PROFESSIONAL will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultants' project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 106 Quality Control, DESIGN PROFESSIONAL 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 with conformance with regulatory agency requirements, project procedures, completeness and correctness of evaluations, design accuracy, Feasibility of implementing recommendations and adherence to contract requirements.

Task 107 Not Used

Task Series 300 - Final Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specified. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis.

Task 301 Interim Internal Design Completion

301.1 Update Lime Slaker Procurement Documents: **DESIGN PROFESSIONAL** will update the existing Lime slaker procurement documents to reflect the change in primary slaker voltage from 240V, 3 phase, 3wire grounded B service to 480V,

3phase, 4wire service. These will be sent to STT Enviro Corporation for the purposes of establishing the additional costs to update the design submittals and equipment to reflect the primary voltage change.

- 301.2 Review Revised Slaker Cost Proposal: **DESIGN PROFESSIONAL** will review the revised cost proposal for the lime slaking equipment and control system, provide comments, and meet with the CITY and STT Enviro Corp prior to finalize revised proposal.
- 301.3 Review Revised Electrical Shop Drawings: **DESIGN PROFESSIONAL** will review the revised electrical and control system submittal from STT Enviro Corp and provide comments prior to finalizing. The revised electrical and control submittal will contain loads list and revised control panel design to enable incorporation of 480V, 3phase, 4-wire power feed into lime slaking system.
- 301.4 Update Drawings and Specifications. The current bid set documents will be revised to reflect an interim completion stage for the change in electrical design from the original 240V, 3phase, 3 wire grounded B system to the proposed 480V, 3phase, 4-wire system. The interim design level will generally include revised architectural, civil, structural, and mechanical floor plans and sections; electrical power plans and one-line diagrams; pre-final P&ID drawings and control system block diagrams; major equipment and Division I specifications; an instrument device schedule; and a preliminary input/output (I/O) list. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents. Front-End Specifications Review. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be examined for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. **DESIGN PROFESSIONAL** will also obtain a copy of the CITY's most current General Conditions to be examined for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. Comments will be provided by **DESIGN PROFESSIONAL** for CITY's incorporation, as appropriate, into its front-end specifications.
- 301.5. Construction Constraints and Sequencing Analysis. **DESIGN PROFESSIONAL** will identify construction constraints to be specified in the Construction Contract Documents based on discussions with **CITY** staff regarding restrictions impacting plant operation and other contracts currently underway or planned to be underway during the time of feeder/slaker equipment project. Work with WTP Staff to develop preliminary Operational Change Control Plan (OCCP) for each constraint.
- 301.6. Complete Internal QA/QC Review. Assemble internally a quality control review drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol. Document internal QA/QC review comments and **DESIGN PROFESSIONAL's** responses and make available for **CITY's** review.
- 301.7. Revise and Issue Drawing and Specification Sets. An internal interim design review set will be issued for internal QA/QC review.

- 301.8. Conduct Review Meeting. No interim design review meeting will be conducted between **DESIGN PROFESSIONAL** and **CITY**. **DESIGN PROFESSIONAL** will conduct internal review meeting with the design team for review of any QA/QC review comments into the final review documents.
- 301.9. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will update the current opinion of probable construction cost for internal review.

Task 302 Final Design Completion

- 302.1 Update Drawings and Specifications to final design level for review. **DESIGN PROFESSIONAL** will address the internal QA/QC review comments from the interim design review and incorporate these into the final design review documents. The final design review documents will include updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract, and final installation details. The final design review documents will also include from STT Enviro Corp a revised cost and scope of services proposal and approved electrical and mechanical shop drawings for the slaking equipment. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections.
- 302.2 Complete Internal QA/QC Review. Assemble, internally, a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol. Document internal QA/QC review comments and **DESIGN PROFESSIONAL's** responses and make available for **CITY's** review.
- 302.3 Revise and Issue Drawing and Specification Sets. A final review set of the design documents will be submitted for **CITY's** review and comment.
- 302.4 Conduct Review Meeting: It is anticipated that no final design review meeting will be conducted between **DESIGN PROFESSIONAL** and **CITY**. **DESIGN PROFESSIONAL** will address any review comments received from the **CITY** and incorporate into the final bid set documents.
- 302.5 Final Opinion of Probable Construction Cost: **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs based on the Final Design Plans developed and any comments received from the internal or **CITY's** review of the updated Opinion of Probable Costs submitted. The final cost opinion will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Task 303 Prepare Final Bid Set Documents

- 303.1 Drawings and Specifications Finalization: After addressing final design review comments, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents (bid set). **DESIGN PROFESSIONAL** will provide six (6) half-size sets of final drawings along with six (6) specifications to the **CITY**, plus the original signed and sealed documents. Drawings will also be furnished electronically on flash drive in a format suitable for posting on the KCMO Plan Room website. Two (2) copies of the flash drive will be provided.

IV. Optional Services

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Additional Services. **DESIGN PROFESSIONAL'S** contract upper limit includes an Additional Services Allowance amount of \$50,000.

This allowance is for additional professional services that **may** be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance. Monies unless specifically authorized in writing by the CITY. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services include, but are not limited to:

1. Meetings with local, State, or Federal agencies to discuss the project, except as explicitly stated herein.
2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
3. Revise Contract Documents or assisting with re-bidding the project due to actual bid prices being greater than the City's budget.
4. Prepare construction specifications or details that may be required and which are not covered in the City's standard specifications and details.
5. Value engineering reviews or services or revisions of design, drawings and specifications arising from value engineering review.
6. Special consultants or independent professional associates requested or authorized by CITY.
7. Preparation for litigation, arbitration or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders or construction incidents.
8. Legal support or dispute resolution services necessary for claim or change order request resolution.
9. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.
10. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
11. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
12. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
13. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment or energy.
14. Additional or extended serviced during construction made necessary by:
15. Work damaged by fire or other cause during construction,
16. A significant amount of defective or neglected work by any CONTRACTOR,

17. Acceleration of the progress schedule involving services beyond normal working hours
18. Default by any CONTRACTOR
19. Failure of the CONTRACTOR to complete the Work within the construction contract time.
20. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
21. Changes in the general scope, extent or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. CITY's schedule, design or character of construction.
 - c. Method of financing.
 - d. Architectural modifications required to the electrical room due to changes from grounded B phase to 480V, 3phase, 4 wire system.
 - e. Structure modification required to the electrical room due to changes from Grounded B phase to 480V, 3phase, 4 wire system.
22. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond **DESIGN PROFESSIONAL's** control.
23. Services for making revisions to Construction Contract Documents and project re-bidding arising from actual bids prices being greater than CITY's budget.
24. Control system equipment manufacturer coordination services.
25. Special inspections as dictated by any adopted building code or amendments thereto of the City of Kansas City, Missouri.
26. Preparation and costs of Construction Permit.

V. CITY'S RESPONSIBILITIES

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

1. Provide assistance by placing at **DESIGN PROFESSIONAL's** disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within fourteen (14) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.

2. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
3. CITY's Project Manager will coordinate meetings between City staff and the **DESIGN PROFESSIONAL**.
4. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by **DESIGN PROFESSIONAL**.
5. Bidding Services. CITY will provide the following bidding phase services:
 - a. Conduct the pre-bid conference.
 - b. Advertise, and post all addenda to the KCMO Plan Room website. To be performed by by General Services.
 - c. Prepare Bid Tabulation. Provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

END OF SCOPE OF SERVICE FOR AMENDMENT NO. 1

DESIGN PROFESSIONAL SERVICES AGREEMENT**PROJECT NO. 80001900 – CONTRACT #9119****WATER SERVICES DEPARTMENT**

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

PART I**SPECIAL TERMS AND CONDITIONS****Sec. 1. Project description.**

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: Project Management, analysis, design, and bidding of the Lime Slakers and Associated Equipment Replacement Project at the Water Treatment Plant.

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

- A. Design Professional shall perform Scope of Services listed on **Attachment 1**
- 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 4**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$ 775,000.00 as follows:

1. \$ 427,617.00 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**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
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 \$297,383.00. The following are the reimbursable expenses that City has approved: Sub-contractors; Deliverables; Domestic travel costs for one person for two trips; and mileage to the project site.
4. Design Professional's maximum amount shown in Section 4, Compensation Reimbursables, includes a total allowance amount of \$50,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the Scope of Work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
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**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**. 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.
7. Design Professional's Engineering Fee Summary is contained in Attachment 2 and represents the basis for the maximum amount that the City shall pay Design Professional under this agreement.

B. Method of Payment. Design Professional shall invoice City monthly setting forth total effort expended on an hourly basis for all performed work and all actually 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 1** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct

expenses for each Task Series. Design professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachment 1**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

Terry Leeds, Director:

Address: 4800 East 63rd Street,

Kansas City, MO 64130

Phone: (816) 513-0528

Facsimile: (816) 513-0288

E-mail address: Terry.Leeds@kcmo.org

Design Professional:

Thomas O. Crowl / Brian Crowl *KPC 2/25/16*

Contact: Thomas O. Crowl / Brian Crowl

Address: 903 E 104th Street

Phone: (816) 942-5027 Facsimile: (816) 326-6701

E-mail address: tcrowl@crowllo.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.

Section 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.

Sect 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 3**, 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 1: Scope of Services**
- Attachment 2: Design Professional Engineering Fee Summary and Schedule of Position Classifications and Salary Ranges**
- Attachment 3: Licensed Geographical Information System**
- Attachment 4: Electronic Format Requirements**
- Attachment 5: HRD Documents**
- Attachment 6: Employee Eligibility Verification Affidavit**
- Attachment 7: Non-Construction Subcontractors List**

Sec 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the "Subcontractor List Non-Construction." contained in **Attachment 7**.

Sec 11. Minority and Women's Business Enterprises. City is committed to ensuring that

minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment 5**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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


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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL


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

Date: 02-15-16

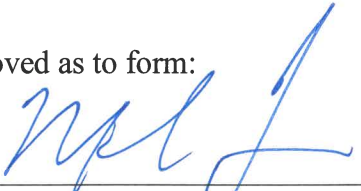
By: 
Name: Thomas O. Crowl / Brian Clow
Title: Vice President / Vice President

KANSAS CITY, MISSOURI

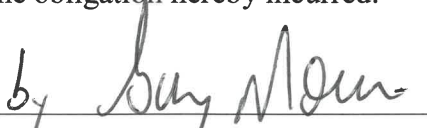
Date: 4/4/16

By: 
Name: Director, Water Services
Title: Terry Leeds

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.

by  4-5-2016
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services

under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

remaining sums within thirty (30) days of such date.

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

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

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

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

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

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

a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.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.

ATTACHMENT 1

Scope of Services

Project No. 80001900- Contract No. 9119

Lime Slakers and Associated Equipment Replacement Project

I. Introduction:

General

The Kansas City Missouri Water Services Department will contract with a Design Professional firm to provide a detailed engineering report along with recommendations, preliminary design services, final design services, bid phase services, and close out services for the replacement of the lime feeders/lime slaking equipment at the Water Treatment Plant. The feeders/lime slaking equipment will include necessary adaptive piping or materials, electrical equipment, instrumentation, and SCADA work.

Phase I of the project will be to develop detailed plans and specifications for solicitation of a CONTRACTOR for the purchase, installation, testing, and placement into successful working operation of the lime slakers and related equipment replacement. Plans will be developed at the 60, 90, and 100 percent (bid set) level.

Phase II of the project may be negotiated at a later date and may include construction administration, resident project representative, and final project closeout tasks.

Basic Services Task List

Basic scope of services has been developed to define the specific tasks required to complete the Phase I services. These tasks are as follows:

- Task Series 100: Project Management and Administration
- Task Series 200: Engineering Report and Preliminary Design
- Task Series 300: Final Design
- Task Series 400: Bidding Phase
- Task Series 500: Close Out Phase
- Task Series 600: Follow On Phases

II. Project Schedule Milestones and City Review Requirements

DESIGN PROFESSIONAL shall complete Task Series 200 within Ninety (90) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**. **DESIGN PROFESSIONAL** shall complete Task Series 300 within one hundred ninety-five (195) calendar days following the City's Approval of the Preliminary Design. **DESIGN PROFESSIONAL** shall complete Task Series 400 within one hundred fifty (150) calendar days following approval of final plans and specifications for bidding (435 total calendar days after Notice to Proceed), subject to the timely commencement of the City's advertisement of Construction Documents for bidding.

DESIGN PROFESSIONAL's completion schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City.

One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL's** schedule one (1) calendar day for each day beyond the established duration.

The City commits to review periods for interim deliverables of not more than 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 fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected.

III. BASIC SERVICES

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration 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; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 Project Management Services

DESIGN PROFESSIONAL will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QA/QC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

Task 102 Monthly Progress Status Reports

DESIGN PROFESSIONAL will prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by **DESIGN PROFESSIONAL**, a general assessment of **DESIGN PROFESSIONAL'S** ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value

of the work completed. A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. It is assumed that twelve (12) monthly project reports will be required from Task 200 through Task 400 basic services.

Task 103 Project Initiation Meeting

DESIGN PROFESSIONAL will conduct an initial project meeting with CITY staff to review the scope of work and **DESIGN PROFESSIONAL'S** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing, and define the lines of communication between **DESIGN PROFESSIONAL** and CITY.

Task 104 Design Progress Meetings

DESIGN PROFESSIONAL will conduct up to six (6) progress meetings with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and
2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting. Within fourteen (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

Task 105 Management of Subconsultants

DESIGN PROFESSIONAL will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultants' project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 106 Quality Control

DESIGN PROFESSIONAL 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 with conformance with regulatory agency requirements, project procedures, completeness and correctness of evaluations, design accuracy, Feasibility of implementing recommendations and adherence to contract requirements.

Task 107 Work Plan

DESIGN PROFESSIONAL will prepare a written draft Work Plan. CITY will provide format and a guidance information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

1. A summary of dedicated key team members, roles and responsibilities, including all field crew leaders and contact information.
2. A summary of the projects scope of services.
3. Detailed cost-loaded schedule for performance of all work. The cost-loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
4. Define any issues requiring special coordination with CITY, and/or adjacent CITY projects.

DESIGN PROFESSIONAL will submit the draft Work Plan for review and approval (a single electronic file in portable document format). Incorporate comments into a final Work Plan.

Task Series 200 – Engineering Report and Preliminary Design

DESIGN PROFESSIONAL will produce an Engineering Report and Preliminary Design based on the following assumptions.

1. Plant staff have reported that the existing vibrators and silo cones on the silos are in good condition and do not require the installation of live bottom bins for proper delivery of dry lime to any potential slaking system. Thus the evaluation will NOT include an evaluation of the existing silos, silo level measurement devices, or silo vibrators and silo cones.
2. Plant staff has indicated that they do not want to install grit handling systems thus the slaking systems will be evaluated based upon transporting of the grit with the lime to the delivery point and recycling of the grit to the primary sedimentation basins as is currently employed.
3. The currently open basement area beneath a portion of the slaker room will be evaluated as a potential location for ageing facilities and subsequent lime dosing system. The remaining portion of the basement beneath the existing slaking area does not have sufficient space due to existing equipment to accommodate ageing and/or lime delivery facilities and will not be included in the evaluation.
4. The existing dry lime unloading and silo delivery system systems will not be evaluated and will be part of a separate project. It is assumed that minimal coordination will be necessary between **DESIGN PROFESSIONAL** and consultant selected for this system.
5. Plant staff has indicated that the current method of lime inventory and lime dosing system is accurate and historical information can be relied upon to define the current and future lime slaking and dosing system needs. Thus water quality information will not be required to project potential lime slaking and dosing system ranges for system sizing purposes.
6. Detention type slakers will not be investigated.

Task 201 - Data Collection and Analysis

DESIGN PROFESSIONAL will prepare a letter summarizing a list of data needs for the project prior to conducting the Data Collection and Analysis portion of the project.

DESIGN PROFESSIONAL will collect and review available historic plant drawings, maps, reports, surveys, projects, and any documentation including but not limited to:

1. Existing Lime Feed Equipment Drawings and Specifications (if available)
2. Yard Piping Drawings, Maps, Surveys, Sketches, and Specifications (if available)
3. Existing lime building HVAC testing and balancing reports.
4. Existing Basin drawings indicating locations of lime feed points.
5. Electrical One Lines of lime feed system electrical support structure including existing electrical loads.
6. Most recent Geographic Information Systems (GIS) base map of the Kansas City, MO WTP either electronically or hard copy. Design Professional acknowledges that existing GIS base map may not be inclusive of all underground utilities at the Kansas City MO WTP.
7. Lime Consumption data including manifests, lime feed dose recordings, and other existing data required to project lime feed system needs.

DESIGN PROFESSIONAL will collect and review available historic plant studies performed to evaluate the projected water demand for the North Booster and North Direct Pressure Zones such as:

1. Current master plan information indicating flow and treatment projection needs for the KCMO WTP.
2. Previous lime system studies.
3. Past Load Studies, Arc Flash Studies, Protective Device Coordination Studies, and Fault Current Studies (if available) for lime system building.

DESIGN PROFESSIONAL will review and categorize Historic Lime System Data for the past 3 years (2011-2014) of lime system operational data in both table and graph format including:

1. Lime delivery manifest
2. Lime system monitoring information.
3. Document nameplate information of existing equipment.
4. Document Lime solids age related to pH reduction or "ageing" in treatment process

DESIGN PROFESSIONAL will provide Sketchup and/or Revit Models - Using either electronic or hard copies of drawings from past projects provided by WSD and WSD provided GIS maps (electronic or hard copy), **DESIGN PROFESSIONAL** will develop an electronic 3D drawing of the lime system building to develop a base drawing for evaluation of lime system alternatives.

DESIGN PROFESSIONAL will conduct one point survey of the existing lime building to verify key elevations.

Task 202 - Lime System Condition and Capacity Assessment:

DESIGN PROFESSIONAL will develop One-line drawings of Existing Electrical Equipment: The electrical engineering staff will conduct a two-day site visit to examine the existing electrical equipment and create existing one line diagram of the 120V and 480V subsystems to the nearest medium voltage transformers.

DESIGN PROFESSIONAL will conduct a Condition Assessment of Existing Lime Slaking System. A multidiscipline team of engineer's staff will conduct a three-day site visit to the WTP to estimate the condition of the electrical, structural, mechanical equipment, HVAC/fire protection/Plumbing, Instrumentation, and architectural systems associated with the lime system. Particular emphasis will be placed on:

1. Renovation, Rehabilitation of existing structural concrete pads for lime feed equipment
2. Possible locations for penetration of feeder room slabs for potential location of lime slaker piping transportation to ageing tanks in basement below.
3. Renovation, Rehabilitation, replacement or repair of existing HVAC Equipment in the Lime Feed Room.
4. Renovation, rehabilitation, replacement or repair of existing lime feed system support utilities such as:
 - a. Water Supply
 - b. Pneumatic Air system
 - c. Drainage
 - d. Electrical
 - e. Architectural - Doors, Windows, Concrete Coatings

DESIGN PROFESSIONAL will identify Infrastructure Improvements necessary to the lime system support utilities regardless of the slaking system selected.

Task 203 - Establish Lime System Alternatives

DESIGN PROFESSIONAL will conduct a Lime System Alternative Development Workshop: (Four hours) - Conduct project workshop to work with the WSD staff in developing alternatives and evaluation criteria for the lime system. The agenda for the workshop will be delivered to the WSD no less than three days in advance of the meeting. The **DESIGN PROFESSIONAL** will record the workshop activities, action items, and decisions, in meeting notes that will be delivered to the WSD.

DESIGN PROFESSIONAL will establish Alternatives for the Lime system replacement. The following Lime system alternatives will be screened and shortlisted to no more than two lime system manufacturers:

1. Paste Lime Slaking System (2 systems)
 - a. With Ageing system
 - b. Without Ageing Systems
2. Batch Lime Slaking System (one System)
 - a. No Grit Alternative

DESIGN PROFESSIONAL will review the ENVISION checklist and establish ENVISION goals as required for the project.

DESIGN PROFESSIONAL and Owner will determine evaluation criteria for the Lime System alternatives. These include, but are not limited to:

1. Impact on Future regulatory compliance
2. Necessity for Ageing of Lime

3. ENVISION Goals
4. Capital Cost
5. Present Worth Costs
6. Constructability
7. Redundancy
8. Reliability
9. Sequence of Work/Ease of Tie-into existing system
10. Electrical Safety and Reliability
11. Cost Sequencing (i.e. Staging)
12. Accessibility
13. SCADA Tie-in

Task 204 - Develop, Evaluate, and Select Lime System Supplier

DESIGN PROFESSIONAL will develop conceptual 3D preliminary plans and sections of each lime system alternative. These plans will be created for each alternative and will be limited to the following:

1. Overall Lime Feed system Plan indicating:
 - a. Feed system Spacing, Dimensions, and drainage plan.
 - b. Building improvements including major support equipment (HVAC)
 - c. Dimensions and modifications to existing infrastructure
 - d. Ageing system basement plan indicating location and relocation requirements for existing equipment.
 - e. Modification of existing rooms to accommodate electrical and control systems.
2. Overall Lime Section Indicating:
 - a. Anticipated depth and sizes of lime feed equipment.
 - b. Dimensions and modifications to existing infrastructure

DESIGN PROFESSIONAL will establish the estimated cost opinion for Support Utilities including but not limited to:

1. Structural
2. Electrical
3. Instrumentation/SCADA
4. HVAC
5. Plumbing and Drainage

DESIGN PROFESSIONAL will prepare RFP Document to Solicit Formal Capital Cost Proposals from Lime System Suppliers (Maximum of two alternatives). **DESIGN PROFESSIONAL** shall solicit formal cost proposals from the lime system suppliers based upon conceptual design arrangements developed in correspondence with Supplier and WSD Staff.

DESIGN PROFESSIONAL will evaluate Each Alternative based upon the following but not limited to:

1. Capital Cost - Generate Planning Level cost estimates escalated to December 2012. Costs will be based upon estimated unit quantities and unit quantity costs for materials and manufacturer solicited cost estimates for major pumping and electrical equipment.
2. Present Worth Costs - Generate estimated lime system usage, electrical efficiencies, and other operational costs of each alternative for average daily demand through 2040. Develop total present worth costs for each lime system alternative through the year 2040.
3. Constructability/Sequence of Work - Perform a constructability and construction sequence review of the alternatives to confirm that the proposed modifications can be built while keeping the existing treatment plant in operation during the construction period. Develop preliminary plan and costs associated with maintaining sufficient disinfection contact time to satisfy the requirements of the State during the construction period.
4. Ability to Phase Costs - Determine anticipated phased construction costs to satisfy the demand schedule previously established.
5. Site Accessibility
6. Safety and Reliability
7. Envision Goals
8. Flood Protection
9. SCADA Tie In

DESIGN PROFESSIONAL will conduct project Lime System Alternative Analysis and Recommendation Workshop (Four hours) to inform the WSD staff of the evaluation process and work with the WSD staff in developing and recommendations for Lime system alternatives. The agenda for the workshop will be delivered to the WSD no less than three days in advance of the meeting. The Design Professional will record the workshop activities, action items, and decisions, in meeting notes that will be delivered to the WSD.

Task 205 - Engineering Report

DESIGN PROFESSIONAL will prepare an Engineering Report that documents the completed assessments, and recommended replacement equipment, ROI over other options that were reviewed and considered by the DESIGN PROFESSIONAL, and any preliminary design/sketches for the feeders/slakers.

DESIGN PROFESSIONAL will prepare planning level construction cost estimate for the recommended improvements.

DESIGN PROFESSIONAL will complete a QA/QC Review and Submit Documents. Assemble internally a pre-submittal draft Basis of Design Memorandum (BDM) and a set of preliminary drawings/sketches. Conduct an internal quality control review before submitting six (6) copies of the draft Engineering Report and half-size drawings (11" x 17") of the interim deliverable for review. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

DESIGN PROFESSIONAL will conduct a BDM Review Meeting with CITY staff to review the draft BDM and receive their comments.

DESIGN PROFESSIONAL will incorporate comments and issue final Engineering Report. **DESIGN PROFESSIONAL** will incorporate CITY review comments into the Draft Engineering Report and submit six (6) copies and one (1) electronic file in an indexed portable document file (pdf) format of the Final Engineering Report.

Task 206 Preliminary Design

DESIGN PROFESSIONAL will provide preliminary design services for the recommended improvements identified in the Engineering Report. Preliminary design will constitute approximately 30% complete and will include basic drawings/sketches and list of necessary specifications. Provide six (6) copies and one (1) electronic file in an indexed portable document file (pdf) format of the documents.

Task Series 300 - Final Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specified. Upon receiving approval from the CITY, **DESIGN PROFESSIONAL** will provide detailed design services and Construction Contract Documents for the recommended improvements identified in the Engineering Report. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis.

Task 301 60% Design Completion

DESIGN PROFESSIONAL will develop Drawings and Specifications. The design will be advanced to an approximate 60-percent completion stage from the Engineering Report. The submittal will generally include architectural, civil, structural, and mechanical floor plans and sections; electrical power plans and one-line diagrams; pre-final P&ID drawings and control system block diagrams; major equipment and Division I specifications; an instrument device schedule; and a preliminary input/output (I/O) list. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents. Front-End Specifications Review. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be examined for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. **DESIGN PROFESSIONAL** will also obtain a copy of the CITY's most current General Conditions to be examined for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. Comments will be provided by **DESIGN PROFESSIONAL** for CITY's incorporation, as appropriate, into its front-end specifications.

DESIGN PROFESSIONAL will identify construction constraints and sequencing issues to be specified in the Construction Contract Documents based on discussions with CITY staff regarding restrictions impacting plant operation and other contracts currently underway or planned to be underway during the time of feeder/slaker equipment project.

Develop Operational Change Control Plan (OCCP) similar to Wastewater Treatment Division.

DESIGN PROFESSIONAL will complete a QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

DESIGN PROFESSIONAL will address internal quality control comments incorporating necessary changes to the drawings and specifications before submitting six (6) sets of half-size drawings, one (1) set of full-size drawings, and six (6) specifications for review plus two (2) electronic copies on DVD. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

DESIGN PROFESSIONAL will conduct a Review Meeting following a fourteen (14) calendar day review period by CITY. **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

DESIGN PROFESSIONAL will arrange a visit to another plant that have similar equipment installed to better understand the newer technology and discuss the equipment with the facility staff.

DESIGN PROFESSIONAL will prepare and submit an updated opinion of probable construction cost. The cost opinion level of accuracy presented by **DESIGN PROFESSIONAL**.

Task 302 90% Design Complete

Drawings and Specifications Development. **DESIGN PROFESSIONAL** will address the CITY's review comments and incorporate them into the 90% complete design documents. The 90% complete design submittal will include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract, and final installation details. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections.

DESIGN PROFESSIONAL will complete a QA/QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

DESIGN PROFESSIONAL will revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting six (6) half-size drawing sets, one (1) full-size drawing set, and six (6) specifications for review plus two(2) electronic copies on DVD. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

DESIGN PROFESSIONAL will conduct Review Meeting following a fourteen (14) calendar day review period by CITY. **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

DESIGN PROFESSIONAL will prepare an updated opinion of probable construction costs based on the 90% Design Plans developed and any comments received from the CITY of its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be **DESIGN PROFESSIONAL's** opinion of probable construction cost will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Task 303 Final Documents Completion

DESIGN PROFESSIONAL will meet with CITY staff to receive review comments on the 90-percent completion design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents. **DESIGN PROFESSIONAL** will provide six (6) half-size sets of final drawings along with six (6) specifications to the CITY, plus the original signed and sealed documents. Drawings will also be furnished electronically on DVD in a format suitable for posting on the KCMO Plan Room website. Two (2) copies of the DVD will be provided.

DESIGN PROFESSIONAL will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task Series 400 - Bidding Services

DESIGN PROFESSIONAL shall provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 Attend Pre-Bid Conference

DESIGN PROFESSIONAL will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda. City will prepare.
2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented as applicable.
3. Review special project requirements and the Construction Contract Documents in general.
4. Receive requests for interpretations, which will be addressed by addendum.

Task 402 Interpret Bidding Documents and Prepare Addenda

DESIGN PROFESSIONAL will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit

addenda to CITY for distribution. Up to five (5) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 Review and Process Substitutions and Or Equals

DESIGN PROFESSIONAL will review and recommend the acceptance or rejection of material or equipment items submitted by CONTRACTOR for substitution or equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for **DESIGN PROFESSIONAL's** compensation up to three (3) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 404 Submit Engineer's Opinion of Probable Construction Cost

DESIGN PROFESSIONAL will update its final cost opinion submitted under Task 302 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by DP will be the same as that for the final estimate.

Task 405 Review Bids

DESIGN PROFESSIONAL will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. Provide a written recommendation to CITY regarding contract award.

Task 406 Prepare Conformed Drawings

DESIGN PROFESSIONAL will incorporate electronically all addenda issued during Bidding Services into the Contract Drawings. **DESIGN PROFESSIONAL** will provide three (3) half-size and two (2) full-size sets of Conformed Drawings to the CITY. Drawings will also be furnished electronically on DVD in TIF format. Two (2) copies of the DVD will be provided.

Task Series 500 – Close Out Phase

DESIGN PROFESSIONAL shall perform the following Project Closeout Services:

Task 501 Project/Contract Closeout

DESIGN PROFESSIONAL will review and file applicable documents required by CITY pertaining to the project and turn over required documents. **DESIGN PROFESSIONAL** will gather and consolidate its project files for long-term record storage. HRD project completion forms and other required documents for project close out will be submitted with **DESIGN PROFESSIONAL's** final invoice.

Task Series 600 – Follow On Phases

At the discretion of the Water Services Department, and after completion of this contract/project, the selected Design Professional may be requested to provide additional services concerning the feeders/slakers at the Water Treatment Plant.

IV. Optional Services

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL'S** contract upper limit includes an Optional Services Allowance amount of \$50,000.00.

This allowance is for additional professional services that **may** be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance. Monies unless specifically authorized in writing by the CITY. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services include, but are not limited to:

1. Meetings with local, State, or Federal agencies to discuss the project, except as explicitly stated herein.
2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
3. Revise Contract Documents or assisting with re-bidding the project due to actual bid prices being greater than the City's budget.
4. Prepare construction specifications or details that may be required and which are not covered in the City's standard specifications and details.
5. Value engineering reviews or services or revisions of design, drawings and specifications arising from value engineering review.
6. Special consultants or independent professional associates requested or authorized by CITY.
7. Preparation for litigation, arbitration or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders or construction incidents.
8. Legal support or dispute resolution services necessary for claim or change order request resolution.
9. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.
10. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
11. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
12. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
13. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment or energy.
14. Additional or extended serviced during construction made necessary by:
15. Work damaged by fire or other cause during construction,

16. A significant amount of defective or neglected work by any CONTRACTOR,
17. Acceleration of the progress schedule involving services beyond normal working hours
18. Default by any CONTRACTOR
19. Failure of the CONTRACTOR to complete the Work within the construction contract time.
20. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
21. Changes in the general scope, extent or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. CITY's schedule, design or character of construction.
 - c. Method of financing.
22. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond **DESIGN PROFESSIONAL's** control.
23. Services for making revisions to Construction Contract Documents and project re-bidding arising from actual bids prices being greater than CITY's budget.
24. Control system equipment manufacturer coordination services.
25. Special inspections as dictated by any adopted building code or amendments thereto of the City of Kansas City, Missouri.
26. Preparation and costs of Construction Permit.

V. CITY'S RESPONSIBILITIES

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

1. Provide assistance by placing at **DESIGN PROFESSIONAL's** disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.
2. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
3. CITY's Project Manager will coordinate meetings between City staff and the **DESIGN PROFESSIONAL**.
4. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by **DESIGN PROFESSIONAL**.
5. Bidding Services. CITY will provide the following bidding phase services:
 - a. Conduct the pre-bid conference.
 - b. Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
 - c. Prepare Bid Tabulation. Provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

Attachment 2

Project No. 80001900- Contract No. 9119		
Lime Slakers and Associated Equipment Replacement Project		
Employee Classification	Min	Max
Car, Survey Truck, Or Van (mileage)	\$0.58/mile	
Principal Engineer	\$ 60.00	\$ 85.00
Project Manager	\$ 40.00	\$ 80.00
Quality Control Manager	\$ 60.00	\$ 85.00
Project Engineer	\$ 35.00	\$ 70.00
Senior Engineer	\$ 35.00	\$ 70.00
Lead Envision Engineer	\$ 35.00	\$ 75.00
Staff Engineer (PE)	\$ 25.00	\$ 55.00
Staff Professional (EIT)	\$ 20.00	\$ 40.00
Lead I&C Engineer	\$ 55.00	\$ 80.00
Staff I&C Engineer (PE)	\$ 30.00	\$ 65.00
Staff Professional I&C Engineer (EIT)	\$ 20.00	\$ 45.00
Senior CAD Technician	\$ 30.00	\$ 55.00
CAD Technician	\$ 20.00	\$ 40.00
Project Assistant/Admin	\$ 15.00	\$ 30.00
Project Accountant	\$ 15.00	\$ 35.00

ATTACHMENT 3
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 4
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. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream

C. 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 same.
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 and .
 - 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.

D. 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.

E. 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 users 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).

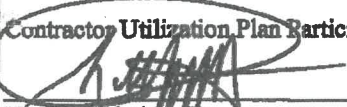


HRD Contractor Utilization Plan Approval

Date: January 7, 2016
To: Phillip Yelder, Human Relations Department
From: Leona Walton, Water Services Department
Subject: Contract/Project No.: 9119/80001900
 Project Title: Lime Slakers and Associated Equipment Replacement

Funding: <input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant <input type="checkbox"/> Other: _____	
Contract Category: <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair	<input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other: _____
Bid/Proposal Closing Date: 7/22/15	No. of Bidders/Proposers: 3
Recommended Bid/Proposal²: \$775,000.00	
Company: Carollo Engineers, Inc. Contact: Thomas Crowley Contact Email: tcrowley@carollo.com	Address: 903 E. 104 th Street, Suite 320, KCMO 64131 Phone: 816-524-3809 Fax: 816-326-6701
Additional Information: 	

cc: Richard Parmeter, Project Manager

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input checked="" type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>17</u> % MBE & <u>7</u> % WBE	or _____ % DBE
 Human Relations Department	<u>01/15/16</u> Date

FOR GRANTING AGENCY USE ONLY³ <input type="checkbox"/> N/A
Approved by: _____
_____ Date

¹ DBE Programs apply to specific federal or state grant requirements.
² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.
³ Federal and state grant agreements may require granting agency approval of contract goals.

HRD 2 Contractor Utilization Plan Approval 050113 1 of 1 Contract Central

Inter-Departmental Communication

Date: January 14, 2016

To: Jermaine Reed, Chair: Transportation and Infrastructure

From: Phillip Yelder, Director Human Relations Department

Subject: Docket Memo

CONTRACTOR: Carollo Engineers, Inc
Address: 903 E 104th St. Suite 320
Kansas City, MO 64131
Contract Name Lime Slakers and Associated Equipment
Replacement
Contract Amount: \$775,000.00
MBE Goal: 17%
WBE Goal: 7%
Total MBE Achieved: 17%
Total WBE Achieved: 7%

MBE SUBCONTRACTORS:

Name: Taliaferro & Browne, Inc
Address: 1020 East 8th St.
Kansas City, MO 64106
Scope of Work: Structural Engineering and Survey
Dollar Amount: \$51,500.00
Ownership: Leonard Graham
Structure: African American Male Code 05

Name: Custom Engineering
Address: 12760 East 40 Highway
Independence, MO 64055
Scope of Work: MEP Engineering
Dollar Amount: \$80,500.00
Ownership: Joseph Davis
Structure: African American Male Code 05

WBE SUBCONTRACTORS:

Name: Wellner Architect
Address: 802 Broadway Suite 400
Kansas City, MO 64106
Scope of Work: Provide Manhole Inspections and Project
Representative Construction Phase Services
Dollar Amount: \$51,000.00
Ownership: Julie Wellner
Structure: Caucasian Female Code 13

WBE SUBCONTRACTORS CONT.:

Name: KC Blueprint and PlanRoom
Address: 2106 Swift Ave
Kansas City, MO 64106
Scope of Work: Provide Reproduction and Reprographic Services
Dollar Amount: \$3,500.00
Ownership: Ruby Lane
Structure: Caucasian Female Code 13

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number **80001900**

Project Title **Lime Slakers and Associated Equipment Replacement Project**

(Department Project) Department

Carollo Engineers, Inc.

(Bidder/Proposer)

STATE OF MO)
COUNTY OF Jackson) ss

I, Thomas O. Crowley, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 17 % MBE and 7 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 17 % MBE 7 % WBE

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

- a. Name of M/WBE Firm Custom Engineering
Address 12760 East 40 Highway
Telephone No. (816) 350-1473
I.R.S. No. _____

- b. Name of M/WBE Firm Tailiaferro & Browne, Inc.
 Address 1020 East 8th Street, Kansas City, MO 64106
 Telephone No. 816-283-3456
 I.R.S. No. 48-0758891
- c. Name of M/WBE Firm Wellner Architects
 Address 802 Broadway, Ste #400, Kansas City, MO 64105
 Telephone No. (816) 221-0017
 I.R.S. No. 43-1643517
- d. Name of M/WBE Firm KC Blueprint and Plan Room
 Address 2106 Swift, Kansas City, MO 64116
 Telephone No. (816) 527-0900
 I.R.S. No. 20-1824510
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. 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:

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>Custom Engineering</u>	<u>MBE Subconsultant</u>	<u>\$80,500</u>	<u>100%</u>	<u>10.4%</u>
<u>Tailiaferro & Browne</u>	<u>MBE Subconsultant</u>	<u>\$51,500</u>	<u>100%</u>	<u>6.6%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ 132,000 17 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Wellner Architects	WBE Subconsultant	\$51,000		6.6%
KC Blueprint	WBE Supplier	\$3,500	100%	0.5%
TOTAL WBE \$ / TOTAL WBE %:		\$ <u>54,500</u>		<u>7 %</u>

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

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

- 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:

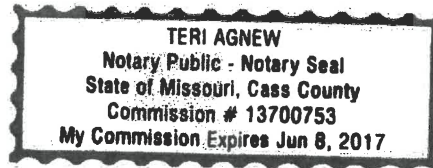
Bidder/Proposer primary contact: Thomas O. Crowley
Address: 903 E. 104th Street, Suite 320

Phone Number: (816) 524-3809
Facsimile number: (816) 326-6701
E-mail Address: tcrowley@carollo.com

By: *Thomas O. Crowley*
Title: Vice President
Date: 12-28-15
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 31st day of December, 2015.

My Commission Expires: 01/08/2017 *Teri Agnew*
Notary Public



4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (HRD 08)**.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

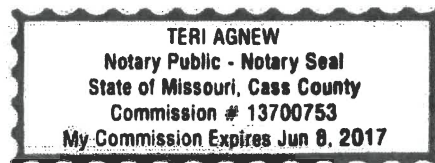
Vice President of Carollo Engineers, Inc.
 (Title) (Name of Bidder/Proposer)

Dated: 12-28-15 By: Thomas O. Gray
 (Affiant)

Subscribed and sworn to before me this 31st day of December, 2015.

My Commission Expires: 06/08/2017

Teri Agnew
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number **80001900**

Project Title **Lime Slakers and Associated Equipment Replacement Project**

Carollo Engineers, Inc.

_____ ("Prime Contractor") agrees to enter into a contractual agreement with KC Blueprint and Planroom ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Reproduction and Reprographics services.

for an estimated amount of \$ 3,500 or 0.5 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize 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.

Thomas O. Crowley
Signature: Prime Contractor
Thomas O. Crowley
Print Name
Vice President
Date 12/28/15
Title Date

Ruby Lane
Signature: M/W/DBE Subcontractor
Ruby LANE
Print Name
President / owner
Date 12/31/2015
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001900

Project Title Lime Slakers and Associated Equipment Replacement Project

Carollo Engineers, Inc.

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

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

Study phase, design phase, and bidding phase services for the engineering design related to the Structural design in support of the KC, MO WTP lime slakers.

for an estimated amount of \$ 51,500 or 6.6 % of the total estimated contract value.

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

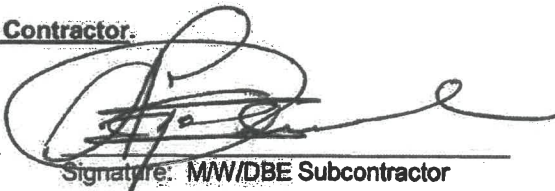

Signature: Prime Contractor

Thomas O. Crowley

Print Name

Vice President 12/28/15

Title Date

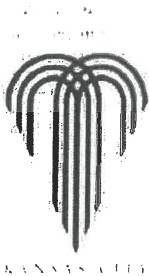

Signature: MW/DBE Subcontractor

HAGOS E. ANDEBRHAN

Print Name

CEO 12/30/2015

Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001900

Project Title Lime Slakers and Associated Equipment Replacement Project

Carollo Engineers, Inc.

_____ ("Prime Contractor") agrees to enter into a contractual agreement with Wellner Architects, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Study phase, design phase, and bidding phase services for the architectural design related to the rehabilitation of select locations of the existing chemical building in support of the KC, MO WTP lime slaker installation.

for an estimated amount of \$ 51,000 or 6.5 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize 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.**

Thomas O. Crowley
Signature: Prime Contractor
Thomas O. Crowley
Print Name
Vice President 12/28/15
Title Date

Julie Wellner
Signature: M/W/DBE Subcontractor
Julie Wellner
Print Name
President 1/4/16
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number **80001900**

Project Title **Lime Slakers and Associated Equipment Replacement Project**

Carollo Engineers, Inc.

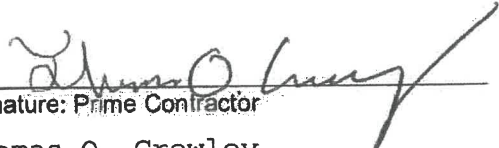
_____ ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

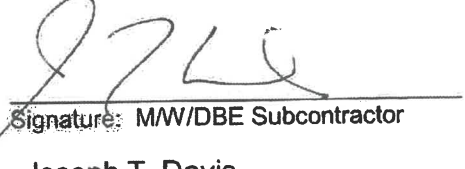
(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Study phase, design phase, and bidding phase services for the engineering design related to the mechanical/HVAC, plumbing and electrical systems in support of the KC, MO WTP lime slakers.

for an estimated amount of \$ 80,500 or 10.4 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize 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.


Signature: Prime Contractor
Thomas O. Crowley
Print Name
Vice President
Date 12/28/15
Title


Signature: M/W/DBE Subcontractor
Joseph T. Davis
Print Name
CEO
Date 01/04/2016
Title

ATTACHMENT 6

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 15th day of February, 2016, before me appeared Thomas O. Crowley, 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 Vice President (title) of Carollo Engineers, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

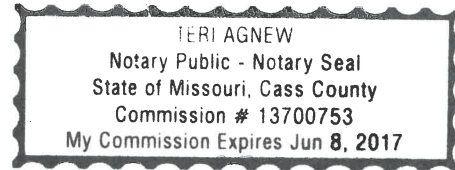
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Ann O. Coney
Affiant's signature

Subscribed and sworn to before me this 22nd day of February, 2016.

Teri Agnew
Notary Public

My Commission expires: 06/08/2017



Company ID Number: 34188

EMPLOYMENT ELIGIBILITY VERIFICATION
PROGRAM

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Carollo Engineers, P.C.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 34188

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

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

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

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

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

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

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

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

Employer Carollo Engineers, P.C.

THOMAS O. COVRE
Name (Please type or print)

2/29/16 VICE PRESIDENT
Title


Signature

02/29/16
Date

Department of Homeland Security – Verification Division

Company ID Number: 34188

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

09/26/2006

Signature

Date

Company ID Number: 34188

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Carollo Engineers, P.C.

Company Facility Address: 3033 N 44th Street
Suite 101
Phoenix, AZ 85018

Company Alternate Address: _____

County or Parish: MARICOPA

Employer Identification Number: 860899222

North American Industry
Classification Systems Code: 541330

Parent Company: _____

Number of Employees: 500 to 999 Number of Sites Verified for: 27

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

- | | | |
|------------------|---|---------|
| • ARIZONA | 2 | site(s) |
| • IDAHO | 1 | site(s) |
| • UTAH | 1 | site(s) |
| • NORTH CAROLINA | 1 | site(s) |
| • WASHINGTON | 1 | site(s) |
| • COLORADO | 2 | site(s) |
| • KANSAS | 1 | site(s) |
| • NEVADA | 1 | site(s) |
| • CALIFORNIA | 8 | site(s) |
| • TEXAS | 4 | site(s) |
| • FLORIDA | 4 | site(s) |
| • OREGON | 1 | site(s) |

Company ID Number: 34188

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

Name:	Michelle Cannon	Fax Number:
Telephone Number:	(602) 474 - 4235	
E-mail Address:	mcannon@carollo.com	
Name:	Angie Keezer	Fax Number:
Telephone Number:	(602) 474 - 4236	
E-mail Address:	akeezer@carollo.com	

ATTACHMENT 7

Non-Construction Subcontractors Listing

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

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

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