

## DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 81000500 and 81000501 – CONTRACT NO. 1171

### Birmingham and Westside Wastewater Treatment Plants Grit Removal, Aeration, and Digester Improvements Project

#### WATER SERVICES DEPARTMENT

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

#### PART I

#### SPECIAL TERMS AND CONDITIONS

##### Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose: **Birmingham and Westside Wastewater Treatment Plants Grit Removal, Aeration, and Digester Improvements Project.**

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

- A. Scope of Services in **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 5.**
- 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 Reimbursable.**

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,100,000, as follows:

1. \$686,850 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 \$253,500. The following are the reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional (\$153,500 for MBE, \$100,000 for WBE), reproduction of deliverables, local transportation and public outreach materials. Non-local travel expenses must be preapproved by the City.
4. Design Professionals' Maximum amount show in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$159,650 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 the Design Professional unless specifically 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 task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**. 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. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be 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 **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 monthly project status report with each monthly invoice containing the information defined in **Attachment 1 and 2**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report. 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 63<sup>rd</sup> Street,

Kansas City, MO 64130

Phone: (816) 513-0461                      Facsimile: (816) 513-0343

**Design Professional:** CDM Smith Inc.

Contact: Patrick O'Neill

Address: 9200 Ward Parkway Suite 500

Phone: (816) 444-8270      Facsimile: (816) 444-8232

E-mail address: oneillpa@cdmsmith.com

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



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

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

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. 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.
- C. Provide standard City forms as required.
- D. 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:

- A. **Attachment 1: Scope of Services**
- B. **Attachment 2: Engineering Fee Summary and Schedule of Position Classification**
- C. **Attachment 3: Licensed Geographical Information System Data**
- D. **Attachment 4: HRD Documents**

- 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
- 00460 HRD Form 10: Timetable for MBE/WBE Utilization
- 00470 HRD Form 11: Request for Modification or Substitution
- 00450.01: Letter of Intent to Subcontract
- 01290.14: Contractor Affidavit for Final Payment
- 01290.15: Subcontractor Affidavit for Final Payment

- E. **Attachment 5: Electronic Documents Information**
- F. **Attachment 6: Employee Eligibility Verification Affidavit**
- G. **Attachment 7: Subcontractors List Non-Construction**

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

**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 4**. 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: 4/27/2015

By: Patrick O'Neill

Name: Patrick O'Neill

Title: Associate

**KANSAS CITY, MISSOURI**

Date: 5/2/15

By: [Signature]

Name: Terry Leach

Title: Director

Approved as to form:

[Signature]  
Assistant City Attorney

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

[Signature] 5/7/15  
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 affirmative action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 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](http://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

### General Project Description

The Kansas City Missouri Water Services Department (City) will contract with CDM Smith (Design Professional) to provide preliminary design, final design, and bidding services, for several improvements to the Birmingham Wastewater Treatment Plant (Plant). The Plant is located northeast of downtown Kansas City in a predominantly rural area in Clay County, Missouri. The Plant receives average daily flows ranging from 10 to 12 million gallons per day (mgd) with a maximum wet weather flow of 20 mgd.

The Plant was built in the mid 1970's and consists of two aerated grit tanks followed by three aeration basins with mechanical aeration, secondary clarifiers (recently upgraded), and disinfection with sodium hypochlorite (recently added). Currently, two of the aeration basins are being used for the activated sludge process, with each aeration basin containing four mechanical surface aerators. The surface aerators have reached the end of their useful life and need to be replaced. The third basin was originally designed as an aerobic digestion facility, and is not in operation. The aerated grit system has only one tank in operation and the equipment is not functioning. Grit and scum removal from the grit tanks occurs infrequently. Flow to the Plant is pumped from the Birmingham Pump Station, and is screened by coarse 1-inch bar screens prior to entering the grit basin. There is no fine screening of the plant influent. An improved headworks facility is required to improve Plant performance and protect the investment of the new and proposed downstream equipment.

To address these issues, the Design Professional will provide the following design services:

- Replacement of the mechanical aerators with a new fine bubble aeration system, including a new blower enclosure building and associated piping and equipment, diffusers, and electrical/SCADA upgrades
- Installation of new screens at the plant influent
- Improvements/redesign of the grit facility to better manage grit collection and removal
- Improvements to aeration basin number 3 to provide aerobic digestion

### Project Schedule

The Basic Scope of Services is organized into three major Task Series:

- Task Series 100: Project Management and Administration
- Task Series 200: Preliminary Design
- Task Series 300: Final Design and Bidding

Design Professional shall complete Task Series 100, 200 and 300 within three hundred sixty (360) calendar days following the Notice to Proceed, excluding Task 307 - Bidding Services. Task 307 will be completed within one hundred twenty (120) calendar days thereafter (480 calendar days after Notice to Proceed), subject to the timely commencement of the City's advertisement of the 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.

Meeting the schedule is based on adhering to the Basic Scope of Services. Following the submittal of interim deliverables (BDM/30%, 60%, 90% and 100% complete design documents), a design review meeting will be scheduled with City staff within fourteen calendar days to receive City comments, unless a mutually agreed upon date outside this schedule window is selected.

## **Basic Scope of Services**

### **Task Series 100 – Project Management and Administration**

#### **Task 101 – Project Kick-off Meeting.**

Design Professional will conduct a project kick-off meeting to review the project purpose and objectives, scope of work, anticipated work products, roles and responsibilities, lines of communication, project procedures, critical task sequencing, and project implementation schedule. A draft project work plan will be distributed to each team member, and will include the scope of services, contact information, project implementation schedule, communication plan, and QA/QC procedures. The project schedule will include a timeline for each task identified in the scope of services and overall contract, anticipated time periods for City and regulatory agency reviews, receipt of City review comments, and public involvement activities.

#### **Task 102 – Progress Meetings**

Design Professional will conduct 12 monthly progress meetings with City staff to review draft work products, calculations, schedule and budget status, critical path items, and upcoming work activities. An early meeting will involve information transfer between the Wastewater Master Plan Team and Birmingham Improvements team. The project schedule will be updated and reviewed with City as part of each progress meeting. An Action Item/Decision Log will be maintained throughout the project duration. The agenda for the meetings will be delivered to City no less than two days in advance of the meeting. Following each meeting, minutes will be prepared to record the discussions, activities, action items, and decisions.

#### **Task 103 – Project Management**

Design Professional will provide project administration management services necessary throughout the project to successfully manage and complete the work, including project correspondence with the City; consultation with the City staff; supervision and coordination of services; implementation of a project specific work plan, and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of subconsultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and maintenance of project controls. Design Professional will conduct regular internal meetings with subconsultants to review work products, and schedule upcoming work activities. If possible, video conferencing will be provided by the Design Professional during regularly scheduled progress meetings to include staff not located in Kansas City.

#### **Task 104– Project Administration Services**

Design Professional will prepare monthly project status reports to document work progress, the percentage of completed work for each Task Series, schedule status, and budget status. Prepare a monthly project status report to identify work performed by Design Professional, the work activities anticipated to be performed the next month, action items required by City, potential project scope variances with corrective action 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 to describe the work activity performed for each task within each Task Series. The monthly project status reports will accompany the monthly invoice.



The invoice will be submitted electronically directly to the City's Project Manager. For project staff charging hours in excess of 40-hours per week, including sub-consultants, a detailed explanation of the work performed may be requested by the City.

### **Task Series 100 Deliverables**

- Project Work Plan provided in PDF electronic format
- Meeting materials
- Meeting minutes
- Monthly project status reports and invoices

## **Task Series 200 - Preliminary Design**

### **Task 201 Data Collection and Review**

Design Professional will evaluate existing available data to develop firm understanding of the project. The City will provide the Design Professional the following data to review:

- Monthly Operating Reports from January 2010 to present. Basic data needs include the following parameters, reported on a daily (or other) basis:
  - Influent flow, BOD, COD (or BOD), TKN and/or ammonia, TSS, VSS
  - Influent or effluent temperature
  - Waste activated sludge (WAS) – both flow, TSS and VSS
- Information on solids disposal process, including cycles and volumes
- Existing P&IDs
- As-built civil/mechanical drawings
- Existing hydraulic profile
- Survey data and land ownership information
- Soils and subsurface information

In addition, Design Professional will assist the City in conducting a special four-week sampling program, which will include providing a sampling protocol and identifying sampling locations. The sampling protocol will be focused on collecting only the necessary information to design the new aeration system to meet existing effluent permit requirements. The City will be responsible for collecting the samples and performing the laboratory analysis.

### **Task 202 Field Investigation and Condition Assessment**

Design Professional will conduct a field investigation to document the flow characteristics, hydraulics, and condition of Plant infrastructure. Specific tasks will include:

- Evaluate the condition of the existing aeration basins to determine the location of the new blowers and building enclosure. The condition assessment will document the structural, piping/valves, and electrical components associated with the existing aeration basins.
- Document existing site features, dimensions and elevations of the existing plant components that may be affected by the project.
- Conduct a limited site survey within the Plant site, to establish elevations and locations for critical utilities, structural components, and site features required for design of the planned improvements.
- Conduct a geotechnical investigation which will include 3 soil borings to document soil conditions in the location of the new construction.
- Conduct hydraulic evaluation and prepare hydraulic profile to determine capability to incorporate screening and grit tank modifications
- Conduct flow and load evaluation of influent wastewater characteristics to determine treatment capacity needs for the recommended plant improvements

### **Task 203 Alternatives Analyses**

Based on the information documented under Task 201 and 202, Design Professional will evaluate the following plant improvements:

#### **Aeration Basin Improvements**

The evaluation will address retrofitting aeration basins 1 and 2 by replacing the surface mechanical aerators with a new aeration system, including blowers/building enclosure, diffusers or mixers, piping/valves, and structural modifications. A BioWin model will be developed for the Plant based on the data collected in Task 201, to simulate existing treatment processes and evaluate potential aeration technologies. The BioWin model will not be developed and calibrated to provide detailed analysis on nutrient removal. The evaluation will consider several criteria to select the recommended aeration system, including reliability, ease of operation, energy efficiency, constructability, capital costs, and operations and maintenance requirements. The new aeration system will be designed to achieve existing regulatory permit limits.

The blower technologies to be evaluated include centrifugal, positive displacement, hybrid, PD screw compressors, and high efficiency turbo blowers. Foil-Air bearing blowers will not be evaluated. In addition, the types of diffuser systems to be evaluated include fine bubble (ceramic disk and membrane), ultrafine bubble, and Invent™ mixers/aerators. The general arrangement and location of a new blower enclosure building, aeration headers, and manifolds will also be evaluated. Potential floodplain impacts and permit requirements will be addressed when considering the new blower building location.

The aeration basin flow pattern will be evaluated to accommodate the new diffuser technology, and to optimize plant performance. The analysis will evaluate the feasibility of establishing plug flow while maintaining step feed for high flow scenarios. The analysis will consider inlet and outlet piping modifications, and baffle walls to create a serpentine flow pattern. The analysis will evaluate the feasibility of creating a selector zone to improve sludge settleability. Methods of improving water level control in the aeration basins will be investigated.

An Aeration Basin Improvement Technical Memorandum (TM) will be submitted to the City that includes a summary of the alternatives and a process flow diagram with control elements, conceptual sketches of the recommended alternative, and a planning level opinion of probable construction cost. Review comments provided by the City will be incorporated into the Basis of Design Memorandum (BDM), as discussed in Task 205.

#### **Aerobic Digestion Improvements**

The evaluation will identify the required improvements to retrofit aeration basin 3 at the Plant, which is not in operation, into an aerobic digester. The analysis will identify the required improvements including piping modifications, pumping systems, aeration equipment, electrical/SCADA needs, pumping the digested solids to the existing west lagoons, and permit requirements. Improvements to address the expected increase in odors from the aerobic digester are not included in the evaluation. Evaluate the necessity of adding baffles to the aerobic digester to prevent short-circuiting. Evaluate if the existing primary sludge pumps and waste activated sludge pumps can feed the aerobic digester.

An Aerobic Digestion TM will be submitted to the City that includes a summary of the evaluation, conceptual sketches of the required improvements and process flow diagram with control elements, and a planning level opinion of probable construction cost. Review comments provided by the City will be incorporated into the BDM (Task 205).

### **Grit Facility and Influent Screening Improvements**

The plant includes aerated grit basin facility that is no longer fully functional. Also, the plant does not contain influent screening. The purpose of this evaluation will be to identify alternatives to provide an improved grit removal facility and influent screening at the Plant. The types of grit removal system to be evaluated include aerated grit basins, forced-vortex systems, and induced-vortex systems. Pumping of the grit product to a dewatering classifier/washer will be evaluated with each of the grit removal systems. A Grit Facility/Influent Screening TM will be submitted to the City that includes a summary of the evaluation, conceptual sketches of the required improvements and process flow diagram with control elements, and a planning level opinion of probable construction cost. Review comments provided by the City will be incorporated into the BDM (Task 205).

### **Task 204 Sustainability Review Meeting**

Design Professional will review the project for potential incorporation of sustainability features based on the Envision rating system checklist. A meeting with City staff will be conducted to review the checklist and identify design features to be incorporated into the design. The documentation required to obtain Envision certification will not be provided by the Design Professional.

### **Task 205 Basis of Design Memorandum (BDM)**

Design Professional will prepare a draft Basis of Design Memorandum (BDM) that summarizes the results of Tasks 201 through 204. The BDM will include 30% design level drawings, including a site plan, plan view drawings that define the basic configuration of the aeration tank and piping modifications, blower enclosure building layout, grit system improvements, influent screening, key cross-section views, and a BioWin modeling section documenting the model development and results. Design Professional will conduct a review meeting with City staff to review the draft BDM and receive their comments. Design Professional will incorporate City review comments and issue the final BDM.

After the BDM and 30% engineer's estimate of probable cost are finalized, the City will provide a go or no-go decision for Task 206 within 2 weeks. Before the finalized BDM, Design Professional shall coordinate with selected process equipment manufactures to confirm the applicability of the suggested process controls and sequences as well as equipment lead times. BDM shall include revised sequence of operations and process flow diagrams based upon City and manufacturer comments.

### **Task 206 – Pre-selection of Equipment**

Upon the completion of the BDM, and prior to starting the final design services as described in Task Series 300, Design Professional will assist the City with the purchase of new aeration equipment for the Birmingham Plant using pre-selection bid package. The pre-selection bid package will include design criteria, technical and performance specifications, along with requests for physical dimensions, electrical and control features, and operation and maintenance information. A scope of work will be provided, including training, start-up services, O&M manuals, warranties, guarantees, and a request for a lump sum price and delivery schedule. Equipment will be selected based on capital costs, operating costs, performance and other on-economic factors. The City will be responsible for purchasing and storing the equipment until the General Contractor is selected for project.

The bid and award phase will consist of the following:

- Advertising: Services will include preparing the equipment bid advertisement for equipment and notifying prospective bidders. City staff will be responsible for placing the advertisement on their website.
- Addendum: Services include responding to questions and requests for additional information, and preparing and issuing Addendums as necessary.
- Evaluation: Services include assisting the City in reviewing the bids, and selecting the equipment. The selected equipment will serve as the basis for the Plant improvement design in Task Series 300.



### **Task Series 200 Deliverables**

- BioWin modeling files of existing conditions and recommended improvements.
- One-year BioWin license
- Aeration Basin Improvements TM in PDF electronic format
- Birmingham Aerobic Digestion TM in PDF electronic format
- Grit Facility/Influent Screening TM in PDF electronic format
- BDM in PDF electronic format with a BioWin Modeling Section
- Pre-selection bid package
- Project calculation notebook.

### **Task Series 300 - Final Design and Bidding**

Upon receiving written approval from City staff, Design Professional will provide final design services and contract documents for the recommendations specified in the final BDM. The final design services are based on the following components:

- Replacement of the mechanical aerators with a new aeration system, including a new blower enclosure building and associated piping, diffusers, and electrical/SCADA upgrades.
- The design will NOT include: new aeration tanks, backup generators, or a secondary power feed to the WWTP.
- Electrical upgrades to service the new improvements.
- SCADA/sensor upgrades to service the new aeration/aerobic digester improvements, including the WAS sludge lines
- Installation of new influent screens
- Improvements to provide a fully functioning grit facility
- Improvements to the unused aeration basin to provide aerobic digestion, and conveyance
- Improvements to transport the digested solids to the existing nearby lagoons

If the BDM recommendation includes components not listed above, services for these items will be provided under Optional Services.

### **Task 301 – Design Review Meetings**

Design Professional will schedule and facilitate review meetings following the 60-, 90- and 100-percent design document submittals. The design review meetings will include the appropriate City and Design Professional staff. The goal of the meetings will be to review the design documents and to achieve consensus on the major design features. The meetings will be scheduled following a two-week review period of the design documents by City staff (Tasks 302, 303 and 304).

### **Task 302 – Design Document 60-Percent Submittal**

Design Professional will prepare 60-percent design documents consisting of drawings that define the configuration of the Plant improvements, sequences of operation of plant equipment, and supporting equipment/infrastructure, along with technical specifications for Division 1 through 16. The City's standard technical specification will be used for this project and supplemented with technical specifications developed by Design Professional.

The City review will occur during a two-week review period after receipt of the 60-percent complete design documents. Following the two-week review period, a design review meeting with City staff (Task 301) will be conducted. The Design Professional will continue preparation of the design documents after submission of 60-percent design review package. City's review comments discussed at the 60-percent design submittal workshop will be incorporated into the 90-percent document submittal.

**Task 303 – Design Document 90-Percent Submittal**

Design Professional will prepare 90-percent design documents that provide complete design of the Plant improvements and associated equipment/infrastructure and details included updated sequences of operation. Standard updated technical specifications Division 1 through 16, and a draft of City's standard front end documents will be provided with the 90-percent design review package. City's review of the submittal package will occur during a two-week period after receipt of the 90-percent design drawings and specifications. Following this two-week review period by the City, a design review meeting with City staff (Task 301) will be conducted. The Design Professional will continue preparation of the design documents after submission of 90-percent design review package. City's review comments discussed at the 90-percent design submittal review meeting will be incorporated into the final (100-percent) submittal.

**Task 304 – Final Contract Documents (100-percent) Submittal**

Design Professional will prepare 100-percent design drawings (bid ready) that provide final design of facilities and associated infrastructure features and details. The final version of the technical specification Division 1 through 16, sequences of operation, BioWin model, and the City's front end documents prepared by City will be provided with the 100-percent contract document package. The City's review of the 100-percent submittal package will occur during a two-week period after receipt of the 100-percent design drawings and specifications. Following this two-week review period by the City, a design review meeting with City staff (Task 301) will be conducted.

Upon addressing the City's review comments, the Design Professional will deliver four full-size sets of 100-percent drawings and four copies of technical specifications to the City. Drawings will also be furnished electronically on CD in both PDF and in AutoCAD 2012 format. Two copies of the CD will be provided.

**Task 305 – Opinion of Probable Construction Cost**

Design Professional will develop an opinion of probable construction cost at the 60- and 90-percent completion level. The 60-percent opinion of probable construction cost will be in standard form as well as a format to send to the Human Relations Department for MBE/WBE goal requests. In addition, Design Professional will prepare a final (100-percent complete) opinion of probable construction cost to be submitted the day of the bid opening, which will be provided in a sealed envelope. Design Professional's final opinion of construction cost will include allowances for contractor fees, markup, and profit, and be submitted as a total lump sum cost.

**Task 306 – Permitting and Utility Coordination Assistance**

Design Professional will coordinate with the Missouri Department of Natural Resources (MDNR) to prepare a construction permit application for City, and with FEMA/City to prepare a floodplain permit. In addition, Design Professional will coordinate with the Kansas City Power & Light (KCP&L) and Missouri Gas Energy (MGE) on power requirements. A total of four meetings are budgeted for meetings with the regulatory agencies and utility companies.

**Task 307 – Bidding Services**

Design Professional will produce sealed contract documents, including all necessary drawings and technical specifications to be provided to City. City will be responsible for advertising the project and providing the contract documents to prospective bidders and other interested parties. Design Professional shall provide City one full-size complete set of reproducible plans and specifications and one CD with documents in PDF. The Design Professional will prepare a written agenda and conduct a pre-bid conference to be held at the City's Water Services Department. Meeting minutes will not be distributed for the pre-bid conference.

Design Professional will answer written questions from prospective bidders. Design Professional will maintain a record of telephone requests and questions from prospective bidders that may be used in preparing addenda to the contract documents. Design Professional will prepare and provide addenda to City for distribution, as appropriate, to interpret, clarify, or expand the contract documents, as necessary.

The Design Professional will review and evaluate the low bidder submission, and submit a written recommendation of award to City. Consideration will be given to contractor's experience on previously completed work, the acceptability of major subcontractors, responses received from references, and equipment proposed by bidders.

### **Task Series 300 Deliverables**

- 60-percent design plan drawings, and technical specifications in PDF electronic format. Opinion of probable construction cost.
- 90-percent design plan drawings and technical specifications in PDF electronic format. Opinion of probable construction cost.
- 100-percent design plans drawings and technical specifications in PDF electronic format.
- 100-percent design plans in dwg electronic format with associated reference files.
- Opinion of probable construction cost.
- 4 full-size hardcopy sets of Final Design Documents and in PDF electronic format, and construction permit application for City submittal to MDNR.
- Pre-Bid Conference Agenda
- Project calculation notebook
- Design Professional's recommendation of Bidder.
- BioWin Model.

### **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 \$159,650. 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 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. Design services to incorporate biological nutrient removal into aeration system upgrade
2. Design services to add new aeration tanks
3. Design of mixers in the aeration basin
4. Design of new influent flow meter
5. SCADA/sensor upgrade controls for existing primary sludge flow meters
6. Calibrated BioWin model to provide detailed information on nitrogen and phosphorous removal capabilities
7. Design services to incorporate odor control facilities associated with the aerobic digester retrofit
8. Design services to provide multiple sets of Bid Documents
9. Meetings with local, State or Federal agencies to discuss the project, except as explicitly stated herein.
10. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
11. Value engineering reviews or services or revisions of design, drawings and specifications arising from value engineering review.
12. Special consultants or independent professional associates requested or authorized by City.



13. 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.
14. Legal support or dispute resolution services necessary for claim or change order request resolution.
15. 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.
16. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
17. Special reports requested by City concerning facilities operation and personnel matters during the operation startup period.
18. 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. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment or energy.
19. Additional or extended services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work by any Contractor.
  - c. Acceleration of the progress schedule involving services beyond normal working hours.
  - d. Default by any Contractor.
  - e. 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.

## **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. Prepare bid advertisement and submit to local papers and trade publications
  - b. Make copies of bid documents and distribute to prospective bidders. Maintain a list of prospective bidders.
  - c. Conduct the pre-bid conference.
  - d. Prepare Bid Tabulation. Provide copies of bids to Design Professional for evaluation.
6. The City will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval, if required.
7. City will conduct the preconstruction conference and will distribute meeting minutes prepared by Design Professional.

(End of Scope of Services)

**ATTACHMENT 2**

**ENGINEERING FEE SUMMARY**

**AND**

**SCHEDULE OF POSITION CLASSIFICATION**



## ATTACHMENT 2

### POSITION CLASSIFICATION AND SALARY RANGE

Effective: January 1, 2015

Expires: December 31, 2015

<u>POSITION CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES</u>	
ENGINEER (ENEV) 1-2	\$24 to \$45
ENGINEER (ENEV) 3-4	\$33 to \$58
ENGINEER (ENEV) 5-6	\$43 to \$68
ENGINEER (ENEV) 7-8	\$52 to \$82
PROJECT MANAGER (PM) OFFICER	\$55 to \$88 \$67 to \$103
<u>PROFESSIONAL SUPPORT SERVICES</u>	
DRAFTER (DNDF) 1-2	\$17 to \$31
DRAFTER (DNDF) 3-4	\$22 to \$39
DRAFTER (DNDF) 5-6	\$27 to \$44
DRAFTER (DNDF) 7-8	\$32 to \$49
<u>PROFESSIONAL SUPPORT SERVICES</u>	
STAFF SUPPORT	\$22 to \$49
STAFF SUPPORT	\$32 to \$62
<u>PROFESSIONAL ADMINISTRATION</u>	
ADMINISTRATIVE ASSISTANT	\$17 to \$44
CONTRACT ADMINISTRATOR	\$22 to \$49

#### ADDITIONAL CONDITIONS:

1. This salary schedule shall remain in full force and effect during the term stated. At the end of the period, Design Professional and City shall use the salary schedule applicable for the next period.

## ATTACHMENT 2

### POSITION CLASSIFICATION AND SALARY RANGE

Effective: January 1, 2016  
Expires: December 31, 2016

<u>POSITION CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES</u>	
ENGINEER (ENEV) 1-2	\$24 to \$46
ENGINEER (ENEV) 3-4	\$33 to \$60
ENGINEER (ENEV) 5-6	\$43 to \$70
ENGINEER (ENEV) 7-8	\$52 to \$84
PROJECT MANAGER (PM) OFFICER	\$55 to \$91
	\$67 to \$106
<u>PROFESSIONAL SUPPORT SERVICES</u>	
DRAFTER (DNDF) 1-2	\$17 to \$32
DRAFTER (DNDF) 3-4	\$22 to \$40
DRAFTER (DNDF) 5-6	\$27 to \$45
DRAFTER (DNDF) 7-8	\$32 to \$50
<u>PROFESSIONAL SUPPORT SERVICES</u>	
STAFF SUPPORT	\$22 to \$51
STAFF SUPPORT	\$32 to \$64
<u>PROFESSIONAL ADMINISTRATION</u>	
ADMINISTRATIVE ASSISTANT	\$17 to \$44
CONTRACT ADMINISTRATOR	\$22 to \$49

#### ADDITIONAL CONDITIONS:

1. This salary schedule shall remain in full force and effect during the term stated. At the end of the period, Design Professional and City shall use the salary schedule applicable for the next period.

ATTACHMENT 2 - Birmingham WWTP Preliminary/Aeration Improvements  
 Kansas City, Missouri; Water Services Department

27-Apr-15

Task	Description	CDW Staffing												CDW Smith Fee Estimate	WBE Fee Estimate	WBE Fee Estimate	TOTAL							
		Principal \$135		Project Manager \$50		Tech Specialist \$25		Prof VI \$125		Prof V \$175		Prof IV \$150						Prof III \$135	Prof II \$110	Tech I \$100	Tech II \$90	Field \$50	Admin \$15	Total Hours
		4	4	2	2	1	1	1	1	1	1	1	1											
<b>Task Series 100 - Project Management and Administration</b>																					\$14,542	\$17,542	\$17,542	
101	Project Kickoff Meeting	4	4	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$1,000	\$7,000	\$8,000
102	Progress Meetings	34	40	18	18	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	1,000	\$1,000	\$2,000
103	Project Management	4	18	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	50	\$50	\$100
104	Public Administration Services	4	20	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	50	\$50	\$100
105	Public Administration Services	11	11	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	50	\$50	\$100
<b>Task Series 200 - Preliminary Design</b>																					\$14,542	\$17,542	\$17,542	
201	Design Development	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
202	Design Development	4	12	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	1,000	\$1,000	\$2,000
203	Design Development	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
204	Design Development	4	12	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	1,000	\$1,000	\$2,000
205	Design Development	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
206	Design Development	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
<b>Task Series 300 - Final Design and Bidding</b>																					\$14,542	\$17,542	\$17,542	
301	Final Design	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
302	Final Design	4	12	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	1,000	\$1,000	\$2,000
303	Final Design	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
304	Final Design	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
305	Final Design	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
306	Final Design	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
307	Final Design	2	16	12	12	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	1,000	\$1,000	\$2,000
<b>Optional Services</b>																					\$14,542	\$17,542	\$17,542	
Total (Base Services)																					\$14,542	\$17,542	\$17,542	
Optional task assignments to be included in the CFF																					\$14,542	\$17,542	\$17,542	
Total (Base and Optional Services)																					\$14,542	\$17,542	\$17,542	
Total (Base and Optional Services)																					\$14,542	\$17,542	\$17,542	



## 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**

### **HRD Documents**

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



**CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**

Project Number 81000500 and 81000501 Contract Number: 1171

Project Title Birmingham and Westside WWTPs Grit Removal Aeration, and Digester Improvements

\_\_\_\_\_  
(Department Project) Water Services  
Department

\_\_\_\_\_  
CDM Smith Inc.  
(Bidder/Proposer)

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

I, Patrick A. O'Neill, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 15 % MBE and 10 % 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:** 15 % MBE 10 % 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, Kansas City, MO 64055  
Telephone No. (816) 350-1473  
I.R.S. No. 43-1031915

- b. Name of (M)WBE Firm DuBois Consultants Inc.  
 Address 5737 Swope Parkway, Kansas City, MO 64130  
 Telephone No. (816) 333-7700  
 I.R.S. No. 43-1494206
- c. Name of (M)WBE Firm GeoSource  
 Address 2529 Jefferson Street, Kansas City, MO 64108  
 Telephone No. (816) 326-8751  
 I.R.S. No. 26-1206478
- d. Name of M(WBE) Firm Wellner Architects Inc.  
 Address 802 Broadway, Kansas City, MO 64105  
 Telephone No. (816) 221-0017  
 I.R.S. No. 43-1643517
- e. Name of M(WBE) Firm TREKK Design Group  
 Address 1441 East 104<sup>th</sup>, Suite 105, Kansas City, MO 64131  
 Telephone No. (816) 874-4659  
 I.R.S. No. 43-1953275

*(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></u>	<u>\$55,000</u>	<u>100%</u>	<u>5.0</u>
<u>DuBois Consultants Inc.</u>	<u></u>	<u>\$95,000</u>	<u>100%</u>	<u>9.0</u>
<u>GeoSource</u>	<u></u>	<u>\$15,500</u>	<u>100%</u>	<u>1</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<b><u>TOTAL MBE \$ / TOTAL MBE %:</u></b>		<b><u>\$ 165,500</u></b>		<b><u>15 %</u></b>

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Wellner Architects Inc.</u>		<u>\$55,000</u>	<u>100%</u>	<u>5.0</u>
<u>TREKK Design Group</u>		<u>\$55,000</u>	<u>100%</u>	<u>5.0</u>
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		<u>\$ 110,000</u>	<u>10</u>	<u>%</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.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.



7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Patrick A. O'Neill  
Address: CDM Smith Inc., 9200 Ward Parkway, Suite 500  
Kansas City MO 64114  
Phone Number: (816) 444-8270  
Facsimile number: (816) 444-8232  
E-mail Address: oneillpa@cdmsmith.com

By:   
Title: Associate  
Date: 04/27/2015  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 27 day of April, 2015

My Commission Expires: 10/30/2016 Pamela L Bowe  
Notary Public



## TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Patrick A. O'Neill, acting in my capacity as Associate  
*(Name)* *(Position with Firm)*  
of CDM Smith Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

### ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

*(Check one only)*

15 days	—	75 days	—	135 days	—
30 days	—	90 days	—	150 days	—
45 days	—	105 days	—	165 days	—
60 days	—	120 days	—	180 days	—
Other	<u>480 days</u> (Specify)				

Throughout	<u>275,500</u>	Beginning 1/3	<u>41,325</u>
Middle 1/3	<u>96,425</u>	Final 1/3	<u>137,750</u>
Beginning 1/3	<u>15</u> %	Middle 1/3	<u>35</u> %
		Final 1/3	<u>50</u> %

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

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



(Signature)

Associate

(Position with Firm)

04/27/2015

(Date)



# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

**BIDDER/PROPOSER/CONTRACTOR:** CDM Smith, Inc  
**ADDRESS:** \_\_\_\_\_  
**PROJECT NUMBER OR TITLE:** 81000500 & 81000501  
**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

**Project Goals:** 15 % MBE 10 % WBE  
**Contractor Utilization Plan:**            % MBE            % WBE

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

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

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

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

b.        A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from  
           % MBE            % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

**TO**

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

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

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



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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor)

By: \_\_\_\_\_  
(Authorized Representative)



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000500 and 81000501 Contract Number: 1171

Project Title Birmingham and Westside WWTPs Grit Removal, Aeration, and Digester Improvements

CDM Smith 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.)

HVAC design services associated with plant retrofit improvements.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ 55,000 or 5.0 % 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.**

Patrick O'Neill  
Signature: Prime Contractor

Patrick O'Neill  
Print Name

Associate  
Title Date

JTD  
Signature: M/W/DBE Subcontractor

Joseph T. Davis  
Print Name

CEO 4/26/15  
Title Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000500 and 81000501 Contract Number: 1171

Project Title Birmingham and Westside WWTPs Grit Removal,  
Aeration, and Digester Improvements

CDM Smith Inc. ("Prime Contractor") agrees to enter into a contractual agreement with DuBois Consultants (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.)

Structural design services associated with plant retrofit improvements.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ 95,000 or 9.0 % 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

Patrick O'Neill  
Print Name

Associate  
Title

Date

  
Signature: M/W/DBE Subcontractor

SAMMY K. WEBSTER  
Print Name

PRESIDENT 4/27/15  
Title Date





# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000500 and 81000501 Contract Number: 1171

Project Title Birmingham and Westside WWTPs Grit Removal, Aeration, and Digester Improvements

CDM Smith Inc. ("Prime Contractor") agrees to enter into a contractual agreement with GeoSource (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.)

Geotechnical services associated with plant retrofit improvements.

for an estimated amount of \$ 15,500 or 1 % of the total estimated contract value.

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

Patrick O'Neill  
Print Name

Associate  
Title Date

  
Signature: M/W/DBE Subcontractor

Axel S. Novion  
Print Name

Principal 4/27/15  
Title Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000500 and 81000501 Contract Number: 1171

Project Title Birmingham and Westside WWTPs Grit Removal, Aeration, and Digester Improvements

CDM Smith Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group ("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.)

Civil site, survey, and drafting support associated with plant retrofit improvements.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ 55,000 or 5.0 % 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

Patrick O'Neill  
Print Name

Associate  
Title Date

  
Signature: M/W/DBE Subcontractor

Kimberly Robinett  
Print Name

Managing Partner 4/27/15  
Title Date



# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000500 and 81000501 Contract Number: 1171

Project Title Birmingham and Westside WWTPs Grit Removal, Aeration, and Digester Improvements

CDM Smith Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Wellner Associates ("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.)

Architectural design services associated with plant retrofit improvements.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ 55,000 or 5.0 % 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

Patrick O'Neill  
Print Name

Associate  
Title Date

  
Signature: M/W/DBE Subcontractor

Julie Wellner  
Print Name

President 4-27-15  
Title Date





# CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81000500 & 81000501

Project Title: Birmingham and Westside Wastewater Treatment Plants Grit Removal, Aeration, and Digester Improvements Project

STATE OF Missouri)

)SS

COUNTY OF Jackson and Clay)

The Undersigned, \_\_\_\_\_ of lawful age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general CONTRACTOR for the CITY on Project No. 81000500 & 81000501 and Project Title Birmingham and Westside Wastewater Treatment Plants Grit Removal, Aeration, and Digester Improvements Project.  
(Title) (CONTRACTOR)
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3. (✓)  Prevailing wage does not apply; or
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (\_\_\_\_%) Minority Business Enterprise (MBE) participation and (\_\_\_\_%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

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

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

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

- (✓) \_\_\_ Met or exceeded the Contract utilization goals; or
- (✓) \_\_\_ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or

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

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

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

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

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

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

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

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

My commission expires:

\_\_\_\_\_  
Notary Public



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81000500 & 81000501

Project Title: Birmingham and Westside Wastewater Treatment Plants Grit Removal, Aeration, and Digester Improvements Project

STATE OF MISSOURI )

) ss:

COUNTY OF Jackson and Clay )

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

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

Subcontract with: CDM Smith, Inc Contractor

Work Performed: \_\_\_\_\_

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

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

NOTARY

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

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

Print Name

Title



**ATTACHMENT 5**  
**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. 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.

**C. Drawings/plans to WSD**

1. Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI. Additionally, the drawings/plans should be submitted in Autocad (.dwg) file format with all associated reference files including P&ID sheets and created Building Information Modeling (BIM). The KCMO drawing number (assigned by water services) shall be first then 3 dashes to separate the number of a particular drawing then a dash and the discipline. Reference files shall be the project number then two dashes and a descriptive title of the reference file.

Drawing Examples:

D1318.01---001-A.tif

D1318.01---030-M.tif

D1318.01---130-C.dwg

D1318.01--Grading.dwg

**D. CSI specification sections (project manuals) to WSD**

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

# 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 10<sup>th</sup> day of March, 2015, before me appeared Patrick A. O'Neill, P.E., 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 Associate (title) of CDM Smith Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Patrick O'Neill  
Affiant's signature

Subscribed and sworn to before me this 10 day of March, 2015.

Pamela L Bowe  
Notary Public

My Commission expires: 10/30/2016





**BASIC EMPLOYMENT VERIFICATION PILOT**  
**MEMORANDUM OF UNDERSTANDING**

**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 and **Camp Dresser & McKee Inc.** (Employer) regarding the Employer's participation in the Basic Employment Verification Pilot (Basic Pilot). The Basic Pilot is a pilot 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 Basic Pilot 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.

**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 will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the Basic Pilot. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the Basic Pilot.
3. The SSA agrees to safeguard the information provided by the Employer through the Basic Pilot 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 Basic Pilot 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 the Department of Homeland Security's automated system if necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**BASIC EMPLOYMENT VERIFICATION PILOT**

**MEMORANDUM OF UNDERSTANDING**

**B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Employer of SSA verification procedures required prior to initiation of Department of Homeland Security verification procedures, the Department of Homeland Security agrees to provide the Employer access to selected data from the Department of Homeland Security's database to enable the Employer to conduct automated verification checks on newly hired alien employees by electronic means.
2. The Department of Homeland Security agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the Basic Pilot. The Department of Homeland Security agrees to provide the Employer names, titles, addresses, and telephone numbers of Department of Homeland Security representatives to be contacted during the Basic Pilot, including one or more individuals in each Department of Homeland Security district office covering an area in which the Employer hires employees covered by this MOU.
3. The Department of Homeland Security agrees to provide to the Employer a manual containing instructions on Basic Pilot policies, procedures and requirements for both SSA and Department of Homeland Security, including restrictions on use of Basic Pilot procedures (the Basic Pilot Manual). The Department of Homeland Security agrees to provide training materials on the Basic Pilot.
4. The Department of Homeland Security agrees to provide to the Employer a notice, which indicates the Employer's participation in the Basic Pilot. The Department of Homeland Security also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. The Department of Homeland Security agrees to issue the Employer a user identification number and password that will permit the Employer to verify information provided by alien employees with Department of Homeland Security's database.
6. The Department of Homeland Security agrees to safeguard the information provided to the Department of Homeland Security by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the Basic Pilot, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the INA and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. The Department of Homeland Security agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
8. The Department of Homeland Security agrees to establish a means of secondary verification (including updating Department of Homeland Security records as may be necessary) for employees who contest Department of Homeland Security tentative nonconfirmations that is designed to provide



**BASIC EMPLOYMENT VERIFICATION PILOT**

**MEMORANDUM OF UNDERSTANDING**

final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to the Department of Homeland Security, unless it determines that more than 10 days may be necessary. In such cases, the Department of Homeland Security will provide additional verification instructions.

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by the Department of Homeland Security in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and the Department of Homeland Security the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding the Basic Pilot.
3. The Employer agrees to become familiar with and comply with the Basic Pilot Manual.
4. The Employer agrees that all Employer Representatives performing employment verification queries will complete the Basic Pilot Web-Based Tutorial.
5. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity).
6. The Employer understands that participation in the Basic Pilot does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in the Basic Pilot: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of the Basic Pilot; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in the Basic Pilot shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during the course of the Basic Pilot, as well as to conduct any other enforcement activity authorized by law.
7. The Employer agrees to initiate the Basic Pilot verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the Basic Pilot process as are

## BASIC EMPLOYMENT VERIFICATION PILOT

### MEMORANDUM OF UNDERSTANDING

necessary according to the Basic Pilot Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer will use the SSA verification procedures first, and will use the Department of Homeland Security verification procedures only as directed by the SSA verification response.

8. The Employer agrees not to use the Basic Pilot procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use the Basic Pilot procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use Basic Pilot procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use the Basic Pilot procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and Department of Homeland Security information pursuant to this MOU.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or the Department of Homeland Security is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or Department of Homeland Security automated verification to verify work authorization, or a tentative nonconfirmation, does not mean, and should not be interpreted as, an indication that the employee is not work authorized.

10. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in the Basic Pilot. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

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

12. The Employer agrees that it will use the information it receives from the SSA or the Department of Homeland Security pursuant to the Basic Pilot and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.



**BASIC EMPLOYMENT VERIFICATION PILOT**

**MEMORANDUM OF UNDERSTANDING**

13. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to allow the Department of Homeland Security and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing Basic Pilot-related records, i.e., Forms I-9, SSA Transaction Records, and Department of Homeland Security verification records, that were created during the Employer's participation in the Basic Pilot Program. In addition, for the purpose of evaluating the Basic Pilot, the Employer agrees to allow the Department of Homeland Security and SSA or their authorized agents or designees, to interview it regarding its experience with the Basic Pilot, to interview employees hired during the Basic Pilot concerning their experience with the pilot, and to make employment and Basic Pilot-related records available to the Department of Homeland Security and the SSA, or their designated agents or designees.

**ARTICLE III**

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

**A. REFERRAL TO THE SSA**

1. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

2. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using the Basic Pilot procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation.

3. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA (other than the Social Security Number Card).

**B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. The Employer agrees to refer individuals to the Department of Homeland Security only when the verification response received from the Department of Homeland Security automated verification process indicates a tentative nonconfirmation, and the employee contests the tentative

## BASIC EMPLOYMENT VERIFICATION PILOT

### MEMORANDUM OF UNDERSTANDING

nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

2. If the Employer receives a tentative nonconfirmation from the Department of Homeland Security, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the Department of Homeland Security to resolve the discrepancy within 8 Federal Government work days, using Basic Pilot procedures. The Department of Homeland Security will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral.

#### ARTICLE IV

##### SERVICE PROVISIONS

The SSA and the Department of Homeland Security will not charge the Employer for verification services performed under this MOU. The Employer shall be responsible for providing equipment needed to make inquiries. To access the Basic Pilot System, an Employer will need a personal computer with Internet access.

#### ARTICLE V

##### PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the Department of Homeland Security conduct the Basic Pilot unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the Department of Homeland Security 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 the Department of Homeland Security 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 Department of Homeland Security responsibilities under this MOU may be performed by contractor(s).

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 Camp Dresser & McKee Inc. (Employer), its agents, officers, or employees.

Company ID Number: 32909

**BASIC EMPLOYMENT VERIFICATION PILOT  
MEMORANDUM OF UNDERSTANDING**

Each party shall be solely responsible for defending any claim or action against it arising out of or related to the Basic Pilot or this MOU, whether civil or criminal, and for any liability therefrom, 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 the Basic Pilot is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, Basic Pilot publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

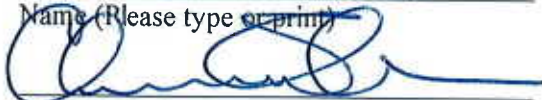
The foregoing constitutes the full agreement on this subject between the SSA, the Department of Homeland Security, and the Employer.

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

**To be accepted as a participant in the Basic Pilot, you should only sign the Employer's Section of the signature page and fax it, along with the completed company information page to the SAVE program at 202-272-8744 or 202-272-8745. If you have any questions, contact the SAVE Program at 888-464-4218.**

Employer **Camp Dresser & McKee Inc.**

CHARLENE P. ALLEN  
Name (Please type or print)

  
Signature

SR. VICE PRESIDENT, HUMAN RESOURCES  
Title

8/24/06  
Date

**Social Security Administration**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security - SAVE Program**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Company ID Number: 32909

**BASIC EMPLOYMENT VERIFICATION PILOT**

**MEMORANDUM OF UNDERSTANDING**

**INFORMATION REQUIRED  
FOR THE BASIC PILOT PROGRAM**

Information relating to your Company:

Company Name: Camp Dresser & McKee Inc.

Company Facility Address: 50 Hampshire Street  
Cambridge, MA 02139

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County or Parish: MIDDLESEX

Employer Identification Number: 04247365

North American Industry  
Classification Systems Code: 541330

Parent Company: \_\_\_\_\_

Number of Employees: 2,933      Number of Sites Verified for: 86

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

- TEXAS 6 site(s)
- NORTH CAROLINA 2 site(s)
- CALIFORNIA 8 site(s)
- SOUTH DAKOTA 1 site(s)
- MASSACHUSETTS 2 site(s)
- NEVADA 1 site(s)
- ARIZONA 2 site(s)
- SOUTH CAROLINA 1 site(s)
- WASHINGTON 2 site(s)
- MICHIGAN 3 site(s)
- RHODE ISLAND 1 site(s)
- MISSOURI 2 site(s)
- TENNESSEE 2 site(s)
- GEORGIA 1 site(s)
- PUERTO RICO 1 site(s)
- COLORADO 2 site(s)
- MINNESOTA 1 site(s)
- KANSAS 2 site(s)
- FLORIDA 10 site(s)
- OHIO 5 site(s)



Company ID Number: 32909

**BASIC EMPLOYMENT VERIFICATION PILOT**

**MEMORANDUM OF UNDERSTANDING**

• LOUISIANA	3	site(s)
• MONTANA	2	site(s)
• NEW JERSEY	1	site(s)
• VIRGINIA	4	site(s)
• CONNECTICUT	1	site(s)
• INDIANA	1	site(s)
• NEW MEXICO	1	site(s)
• MISSISSIPPI	1	site(s)
• NEW HAMPSHIRE	1	site(s)
• WISCONSIN	1	site(s)
• OREGON	1	site(s)
• ARKANSAS	1	site(s)
• NEW YORK	5	site(s)
• ILLINOIS	2	site(s)
• PENNSYLVANIA	5	site(s)
• KENTUCKY	1	site(s)

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

Name: Deirdre OShea

**Company ID Number: 32909**

**BASIC EMPLOYMENT VERIFICATION PILOT**

**MEMORANDUM OF UNDERSTANDING**

Telephone Number:	<b>(617) 452 - 6000</b>	Fax Number:	<b>(617) 452 - 8000</b>
E-mail Address:	<b>osheadi@cdm.com</b>		
Name:	<b>Joanna Eldridge</b>	Fax Number:	<b>(617) 452 - 8000</b>
Telephone Number:	<b>(617) 452 - 6000</b>		
E-mail Address:	<b>eldridgejm@cdm.com</b>		
Name:	<b>Charlene Allen</b>	Fax Number:	<b>(617) 452 - 8000</b>
Telephone Number:	<b>(617) 452 - 6000</b>		
E-mail Address:	<b>allencp@cdm.com</b>		

**Company ID Number: 32910**

**BASIC EMPLOYMENT VERIFICATION PILOT  
CORPORATE COMPANY**

**To be accepted as a Corporate Administrator in the Basic Pilot, you must fax this information page to the SAVE program at 202-272-8744 or 202-272-8745. If you have any questions, contact the SAVE Program at 888-464-4218.**

**INFORMATION REQUIRED  
FOR THE BASIC PILOT PROGRAM**

Information relating to your Company:

Company Name: Camp Dresser & McKee Inc.

Company Facility Address: 50 Hampshire Street  
Cambridge, MA 02139

County or Parish: MIDDLESEX

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

Name:	<b>Joanna Eldridge</b>	Fax Number:	<b>(617) 452 - 8000</b>
Telephone Number:	<b>(617) 452 - 6000</b>		
E-mail Address:	<b>eldridgejm@cdm.com</b>		
Name:	<b>Charlene Allen</b>	Fax Number:	<b>(617) 452 - 8000</b>
Telephone Number:	<b>(617) 452 - 6000</b>		
E-mail Address:	<b>allencp@cdm.com</b>		
Name:	<b>Deirdre OShea</b>	Fax Number:	<b>(617) 452 - 8000</b>
Telephone Number:	<b>(617) 452 - 6000</b>		
E-mail Address:	<b>osheadi@cdm.com</b>		

# 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: <u>Custom Engineering</u> Email: Joseph Davis <a href="mailto:jtdavis@customengr.com">jtdavis@customengr.com</a>	Address: <u>12760 East Highway 40</u> <u>Independence, MO 64055</u> Phone: <u>816-350-1473</u> Fax: _____
2.	Name: <u>DuBois Consultants</u> Email: Ajamu Webster <a href="mailto:awebster@duboisenrgs.com">awebster@duboisenrgs.com</a>	Address: <u>5737 Swope Parkway</u> <u>Kansas City, MO 64130</u> Phone: <u>816-333-7700</u> Fax: _____
3.	Name: <u>GeoSource</u> Email: Axel Novion <a href="mailto:anovion@geosourceeng.com">anovion@geosourceeng.com</a>	Address: <u>2529 Jefferson Street</u> <u>Kansas City, MO 64108</u> Phone: <u>816-326-8751</u> Fax: _____
4.	Name: <u>Wellner Architects</u> Email: Julie Wellner <a href="mailto:jwellner@wellner.com">jwellner@wellner.com</a>	Address: <u>802 Broadway, 4<sup>th</sup> Floor</u> <u>Kansas City, MO 64105</u> Phone: <u>816-221-0017</u> Fax: _____
5.	Name: <u>TREKK Design Group</u> Email: Trent Robinett <a href="mailto:trobinett@trekkdesigngroup.com">trobinett@trekkdesigngroup.com</a>	Address: <u>1441 East 104<sup>th</sup> Suite 105</u> <u>Kansas City, MO 64131</u> Phone: <u>816-874-4659</u> Fax: _____
6.	Name: <u>Tetra Tech</u> Email: Michael Odrowski <a href="mailto:Michael.Odrowski@tetrattech.com">Michael.Odrowski@tetrattech.com</a>	Address: <u>415 Oak Street</u> <u>Kansas City, MO 64106</u> Phone: <u>816-412-1741</u> 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: CDM Smith  
 Submitted By: Patrick A O'Neill  
 Title: Associate  
 Telephone No.: 816-444-8270  
 Fax No.: 816-444-8232  
 E-mail: oneillpa@cdmsmith.com  
 Date: March 10, 2015



## DESIGN PROFESSIONAL SERVICES

### AMENDMENT NO. 1

#### CONTRACT NO. 1171      PROJECT NO. 81000500 BIRMINGHAM HEADWORKS AND ELECTRICAL IMPROVEMENTS WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on May 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated May 7, 2015 in the amount of \$1,100,000.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$1,063,000.00, to amend the total contract amount to \$2,163,000.00; and

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

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

- A. Add the following section(s):
  - a. Under Attachment 1 – Scope of Services, add Attachment 1-1 – Additional Scope of Services; and
  - b. Under Attachment 2 – Engineering Fee Summary and Schedule of Position Classifications, add Attachment 2-1 – Engineering Fee Summary and Schedule of Position Classifications.
- B. Delete and replace the following section:
  - a. Delete Sec. 4, Compensation, Subparagraph A and replace with the following Sec. 4, Compensation, Subparagraph A:
    - A. The maximum amount that City shall pay Design Professional under this Agreement is \$2,163,000.00, as follows:
      - 1. \$1,213,995.00 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 \$861,144.00. The following are the reimbursable direct

expenses that City has approved: subcontractor direct costs paid by design professional (\$350,447.00 for MBE, \$169,177.00 for WBE), reproduction of deliverables, local transportation and public outreach materials. Non-local travel expenses must be preapproved by the City.

4. Design Professionals' Maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$87,861.00 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 the Design Professional unless specifically in writing by the City to perform Optional Services. Optional Services will not be performed, not 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 task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**. The amount billed for each Optional Service shall not exceed the amount established without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses. 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.

**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.

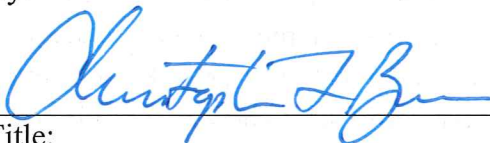
Each party is signing this amendment on the date stated opposite that party's signature.

**DESIGN PROFESSIONAL**

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

By:

Date: 8/16/19



Title:

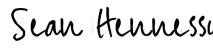
CLIENT SERVICE LEADER

**KANSAS CITY, MISSOURI**

By:

Date: 9/9/2019

DocuSigned by:



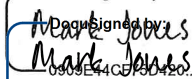
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Title:

Chief Financial Officer

Approved as to form:

DocuSigned by:



Assistant City Attorney

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

DocuSigned by:



9/27/2019

Director of Finance

(Date)

**Kansas City Missouri Water Services  
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**Attachment 1-1**

**Scope of Services**

**General**

The following scope describes the efforts associated with revising and completing final design phase engineering services for improvements to the Headworks and Aeration Improvements at the Birmingham Wastewater Treatment Plant (WWTP). The project was originally scoped to include replacement of the mechanical aerators with a new fine bubble aeration system, new blower building, diffusers, associated piping and equipment, diffusers. The scope also included the addition of screens at the plant influent and improvements to the grit removal facility. Associated electrical and SCADA improvements for aeration and headworks were included.

Preliminary Engineering and Final Design Phase Services for this project was progressed and a 90-percent package was submitted by CDM Smith Inc. and its sub-contractors (Design Professional) until the project was suspended due to the Opinion of Probable Construction Cost (OPCC) exceeding the CITY's budget. The CITY has requested revisions and additions to the original design as described in this Amendment No. 1 Scope of Services below. The updated scope of services included in Amendment 1 include:

- Modifications to the previous Headworks design to send all flow through two screens and one grit removal basin.
- Replacement of Electrical Equipment throughout the facilities as described herein
- Replacement of Ventilation Equipment at four pumping stations at the WWTP as described herein
- Odor Control Study at the Birmingham WWTP
- Structural and Architectural Upgrades of the Primary Pump Station as described herein

**Background Information**

- Design Professional shall use the CITY's e-Builder document management system.
- Design Professional shall use a cost loaded scheduling system such as Microsoft Project or P6.
- Design Professional shall provide a budget S curve with invoice.
- Design Professional shall submit meeting agendas and expected DP attendees at least 3 days prior to each meeting and distribute draft meeting minutes within one business day of the meeting.
- Any Instrumentation & Control (I&C) work will be performed per the CITY's Wastewater Treatment Division (WWTD) I&C standards.



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**Coordination**

The Design Professional shall coordinate with regulators, Army Corp of Engineers, Department of Planning and Development, Department of Aviation, other utilities, CITY vendors, CITY consultants including HDR (Regulatory Compliance Assistance) the Smart Sewer Program, and CITY contractors for information related to the project.

Construction Procurement.

100-percent Design documents developed by Design Professional will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. Preliminary Design Documents (30-percent) shall be of sufficient detail for the CITY to obtain bids through the standard CITY fixed fee design-bid-build process.

Travel.

Design Professional may request pre-approval of non-local travel. The CITY's Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied.

Closeout.

Design Professional will provide deliverables and requested backup files. CITY Human Resources Division (HRD) completion forms and other required documents will be submitted before final payment.

Capital, and Annual, Operational Cost Opinions.

All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since Design Professional has no control over the cost of labor, material or equipment furnished by others not under contract to Design Professional, Design Professional's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a Design Professional. Design Professional does not guarantee that proposals, bids or actual project costs will not vary from Design Professional's opinions of probable cost. The cost opinions' level of accuracy presented by Design Professional will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a Design Professional. Design Professional does not guarantee that actual operations and maintenance (O&M) costs will not vary from the Design Professional's opinions of probable operations and maintenance costs. Design Professional will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. Design Professional will utilize O&M specialists in the development of the O&M model. Resumes for the cost estimators and O&M specialists will be provided to Water Services Department (WSD) for approval before cost estimating tasks begin. Design Professional shall immediately notify the CITY Project Manager (PM) if the estimates are over the

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construction budget after initial Quality Assurance (QA) reviews. CITY reserves the right to call a cost estimate review meeting at WSD offices or the Design Professional office's where the cost estimating team is based.

**Task Series 100 – Project Management and Administration**

**Task 102 – Progress Meetings**

Design Professional will conduct 12 total monthly progress meetings. These meetings will include a kickoff meeting to reinstate the project, describe changes, and confirm scope. Meetings will include meetings to review 30-, 60-, 90- and 100-percent design documents for all new and revised elements. The Design Professional will produce the agenda, minutes, and comment/response log that will identify the comments received at the review at these design milestones. The Design Professional will provide responses to the comments received at the review meeting within the comment/response log transmitted to the CITY with the review meeting minutes.

**Task 103 – Project Management**

Restart and extend the monthly management and administration services for an additional 365 calendar days from Notice to Proceed of this Amendment.

**Task Series 200 – Preliminary Design**

**Task 202 – Field Investigation**

Design Professional will conduct a field investigation to document the existing conditions of the WWTP infrastructure associated with the Grit Basins, Primary Pumping Station and Aeration Control Structure, Final Pump Stations No. 1 and 2, and Effluent Pump Station. Specific tasks will include:

- Conduct a limited site survey within the WWTP site to establish and document existing site features, locations, dimensions, and elevations of the Grit Basins, Primary Pump Station, Aeration Control Structure, Final Pump Station No. 1 and 2, and Effluent Pump Station and utilities that will be affected by the project. The survey will also include site features adjacent to the existing Grit Basins.
- Confirm flows to the WWTP based on the new influent pumps at the Birmingham Pump Station to establish and finalize the hydraulic profile through the new modified Headworks.
- Conduct design discipline site visits by six team members.

**Task 205 – Revised Basis of Design**

**A. Headworks**

The CITY has requested modifications to the Headworks plans and specifications to send all flow to the Birmingham WWTP through one Headworks (eastside) for screening and grit removal, then splitting the flow to the primary basins. Design documents will be revised to remove west Headworks facilities and incorporate splitter pipe and gate after the Headworks facility.

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1. Prior to proceeding with final design modifications, Design Professional will re-evaluate Hydro International's Headcell technology for capacity and headloss in lieu of vortex grit removal for incorporation into the design.
2. Verify the hydraulic capacity to send 28 MGD through the east Headworks facility splitting the flow after grit removal.
3. Provide preliminary design documents based on a single screening and grit removal system and pipe to allow splitting the flow between the two primary basins.
4. Provide civil design of new access drive for removal of screenings and grit dumpsters.

**B. *Architectural and Structural Upgrades to Existing Facilities***

The following architectural and structural scope items are added:

- Repair of concrete crack between Influent Splitter Box and Primary Sludge Pump Station.
- Design wall and stairs to be provided for isolation of MCCs from Primary and Secondary Sludge Pumping areas.
- Pump No. 4 and associated concrete base pad will be demolished and removed from Primary Basin Sludge Pump Station.

**C. *Ventilation***

Documents will indicate ventilation equipment to be replaced "in kind"/similar for the basement of the following spaces:

1. Primary Pump Station basement
2. Final Pump Station No. 1
3. Final Pump Station No. 2
4. Effluent Pump Station

**D. *Electrical and Instrumentation***

Preliminary design of electrical equipment to be replaced or upgraded for facilities at the WWTP will be as described in this scope. The Design Professional will:

1. Perform a site visit to confirm, locate, and identify electrical equipment that would be replaced as described below.
2. Provide design of new and designated existing electrical facilities. These upgrades include:
  - a. Complete design of upgrades required for new Headworks.
  - b. Replace the existing 12.47kV switchgear with a new solid-state protective relaying and metering system. New switchgear will be placed at the same location as existing. New 12.47kV feeders may be required to each step-down transformer.

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- c. Replace Chlorine Building Transformer No. 4.
  - d. Replace 12.47 kV feeder from new switchgear to Transformer No. 4.
  - e. Replace MCC E1 in the Effluent Pump Station and associated feeders.
  - f. Replace Primary Aeration Basin No. 1 MCC-A1A, MCC-A1B, MCC-P1A in the primary aeration control building and associated feeders.
  - g. Replace Primary Aeration Basin No. 2 MCC-A2A, MCC-A2B, MCC-P2A in the primary aeration control building and associated feeders.
  - h. Replace MCC CA & MCC CB in the chlorine building and associated feeders.
  - i. Replace MCC F1 in the Final Basin Pump Station No. 1 and associated feeders.
  - j. Replace MCC F2A & MCC-F2B in the Final Basin Pump Station No. 2 and associated feeders.
  - k. Develop one-lines for all new and replaced equipment.
  - l. Add conduit and control wiring from primary sludge pump station and influent flow meters to existing Control Building.
  - m. Add actuator and motor for existing levy forcemain gate. No permanent power will be provided.
3. Design Professional will review power feeds from KCP&L, all transformers, all switchgear, all substations, and all MCCs. Design Professional will review existing drawings for electrical equipment not to be replaced during this project. Design Professional will review current CIP projects on the Birmingham WWTP site from the Wastewater Master Plan, Overflow Control Plan, and other projects in the CITY's Wastewater CIP. WSD will provide an electrician during the investigation to open electrical equipment and feeders to obtain information.
- Design Professional will develop a complete load analysis for each MCC, substation, transformers, other electrical equipment, switchgear, and feeds within the WWTP. .
4. Evaluate feasibility and conceptual design of adding a second power source to Birmingham WWTP. Develop technical memorandum and 10% design level costs.

**Assumptions**

- a. Primary Pump Station – No electrical work for equipment associated with aeration basin No. 3 which is no longer in service.
- b. Replacement of the Transformer No.3 is not included.
- c. Final arc flash study based on the actual installed equipment and arc flash labels are not included in the design phase.
- d. New MCCs will be similar in type and technology. Any upgrade will be covered under optional services.



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**Deliverables:**

- a. *Technical Memorandum of feasibility of adding a second power source with conceptual level Class 5 opinion of probable construction cost.*
- b. *FMEA report with spare parts list and salvage list.*
- c. *Revised Basis of Design Memorandum all new and revised design elements.*
- d. *Meeting agendas, summaries, action items, and list of review comments with responses.*

**Task 205 – Basis of Design Memorandum (BDM)**

Design Professional will develop 30-percent design drawings and Table of Content for specifications that will include:

- Updated Site Plan
- Process Flow Diagram
- Preliminary PIDs
- Updated Preliminary Headworks Plan
- Preliminary One-line diagrams

The CITY will review the 30-percent design documents and provide comments within 10 working days.

**Task 208 – Odor Control Study**

The Design Professional will review available influent sewer information on the Birmingham Pump Station. The Design Professional will travel to the Birmingham WWTP to perform both air quality and liquid testing in the wet well that will be limited to one H<sub>2</sub>S sensor (AcruLog™) set for ten days and duplicate liquid grab samples for dissolved sulfide, temperature, pH, and oxidation reduction potential (ORP).

The Design Professional will review the influent sewer information on the Birmingham Wastewater Treatment Plant including current chemical addition and industrial contributions to the Wastewater Treatment Plant. One local and one non-local Design Professional will travel to the Birmingham Wastewater Treatment Plant to perform both air quality and liquid testing in the wet well that will be limited to one H<sub>2</sub>S sensors (AcruLog™) set for ten days and duplicate liquid grab samples for dissolved sulfide, temperature, pH, and oxidation reduction potential (ORP).

The Design Professional will review and analyze the collected data with consideration for odor abatement at the wastewater treatment plant through chemical addition at the Birmingham Pump Station. The Design Professional may suggestion an alternative technology that provides equivalent protection of equipment at Birmingham WWTP. A technical memorandum will be prepared to summarize the findings and review available liquid chemical treatment options, including: type and action (i.e., oxidizer, pH adjustment, etc.), efficiency, safety considerations (tankage, secondary containment, fencing requirements, etc.), applicability to the current problem, and effects on wastewater processing. The memorandum will also include a discussion on pilot testing to confirm dosing vs. efficiency

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A meeting will be held to review the draft technical memorandum and the memorandum will be finalized based on the CITY's feedback.

Assumptions

*The above described engineering services have been based upon the following assumptions:*

- a. *All facilities will be safe to enter.*
- b. *The CONTRACTOR's efforts are limited to minimizing the H2S emission at the Birmingham Wastewater Treatment Plant through chemical addition at the Birmingham Pump Station. Consideration for ventilation enhancements and National Fire Protection Association (NFPA) or National Electrical Code (NEC) requirements at either location are to be assessed and implemented by others.*

Deliverables

- a. *Draft Birmingham Wastewater Treatment Plant Influent Odor Abatement Study Technical Memorandum.*
- b. *Final Birmingham Wastewater Treatment Plant Influent Odor Abatement Study Technical Memorandum.*

**Task Series 300 – Final Design and Bidding Services**

**Task 301 – Design Review Meetings**

Design Professional will schedule and facilitate review meetings for the revised design following the 60, 90, and 100-percent design document submittals.

**Task 302 – 60 Percent Design**

Design Professional will incorporate the 30-percent review comments and will advance the 30-percent revised design to produce the 60-percent revised design set. The 60-percent revised design set will include 60-percent level of completion for civil, process mechanical electrical, instrumentation, HVAC, plumbing, structural and architectural drawings. Preliminary technical specifications will be included.

The CITY will review the 60-percent design documents and provide comments within 10 working days.

**Task 302A – 60-Percent QA/QC**

Design Professional will follow CDM Smith quality control review processes and procedures for technical reviews and incorporate review comments.

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***Task 302B – Design Phase Work to Support Commissioning***

1. Design Professional will utilize non-local O&M specialists in the development of the O&M model and the task activities described in Task 302B.
2. Design Professional will create a Project Database based on P&IDs and non-process assets (i.e., Structural/Architectural).
3. Design Professional will lead an alarm and sequence of operations meeting between 60- and 90-percent to develop, an alarm table (high and low alarms, priority levels, and notification standards) from P&ID table and Historian Settings for each point. This meeting will be held as one of the interim monthly progress meetings between design reviews.
4. Draft Criticality Meeting: Design Professional will lead three Draft Criticality meetings to develop consequence of failure and probability of failure for different types of failure conditions for the new assets. FMEA (Failure Modes Effect Analysis/ Failure Defense Plans) will be developed with a focus on which assets/equipment are run to fail. These meetings will be held for each of the following design elements:
  - a. Headworks Design
  - b. Plantwide Electrical Designs

They will be held as one of the monthly progress half-day meetings interim between 60- and 90-percent design reviews. Error/failure conditions will be documented. Draft non-destructive testing recommendations for the RCM (Reliability Centered Maintenance) program will be provided. Identify wear items and how to service wear items. Design Professional will facilitate meeting. CITY will lead the discussion.

- a. Develop spare parts lists for the specifications based on meeting decisions.
  - b. Develop a salvage list for the specifications based on meeting decisions.
5. Develop the Substantial Completion Requirements and the Commissioning Requirements, including Commissioning Responsibility Matrix with proposed roles through end of the project.
6. Refine Equipment Specifications to handle variations and develop commissioning specification to test those requirements.

**Task 303 – 90-Percent Design**

Design Professional will incorporate the 60% review comments and will advance the 60-percent design to produce the 90-percent set. The 90-percent design set will include 90-percent level of completion for civil, process mechanical electrical, instrumentation, HVAC, plumbing, structural and architectural drawings. Pre-final technical and general specifications will be included.

The City will review the 90-percent design documents and provide comments within 10 working days.

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**Task 303A – 90-Percent QA/QC**

Design Professional will follow CDM Smith quality control review processes and procedures for technical reviews and incorporate review comments.

**Task 304 – 100% Design**

Design Professional will incorporate the 90% review comments and will advance the 90-percent design to produce the final 100-percent set. The 100-percent design set will be used for bidding purpose.

Assumptions

- a. *Primary, Final Basin, and Effluent Pump Stations - pumps, piping and valves will not be replaced.*
- b. *Primary, Final Basin, and Effluent Pump Stations – Hydraulic analysis of the pumps and piping is not included.*
- c. *Primary, Final Basin, and Effluent Pump Stations – No structural or architectural modifications are included unless specifically described in the Scope of Service.*
- d. *Replacement of the aerators or improvements to the aeration system will not be included.*

Deliverables:

- a. *60-percent design documents for all new and revised design elements.*
- b. *90-percent design documents for all new and revised design elements.*
- c. *100-percent design documents for all new and revised design elements.*

**Task 305 – Opinion of Probable Construction Cost**

The Design Professional will provide a revised OPCC incorporating changes listed above. The updated OPCC will be presented for each of the design document deliverables. A final OPCC will be submitted at bid.

Costs will be developed based on general requirements of each system and final design documents based on the American Association of Cost Engineers (AACE) practices and procedures. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since Design Professional has no control over the cost of labor, material or equipment furnished by others not under contract to Design Professional, Design Professional's opinion of probable cost for construction, operations, and maintenance costs of the project will be made on the basis of experience and qualifications as a Design Professional. Design Professional does not guarantee that proposals, bids or actual project costs will not vary from Design Professional's opinions of probable cost. The cost opinions' level of accuracy presented by Design Professional will be between Class 5 and 2 as noted below. Design Professional does not guarantee that actual operations and maintenance costs will not vary from the Design Professional's opinions of probable operations and maintenance



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costs. Design Professional will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model.

Design Professional shall immediately notify the CITY if the estimates are over the construction budget after initial QA. One additional meeting is included for a cost estimate review meeting at WSD offices (by conference call) or the Design Professional office's where the cost estimating team is based.

*Deliverables:*

- a. Engineer's OPCC for the 30-percent new and revised design components – AACEI Class 5*
- b. Engineer's OPCC for the 60-percent new and revised design components – AACEI Class 4*
- c. Engineer's OPCC for the 90-percent new and revised design components – AACEI Class 3*
- d. Engineer's Final OPCC for the 100-percent new and revised design components submitted at bid – AACEI Class 3*

CITY shall provide the following items, if available:

1. Electronic copies of building floor plans, furniture and equipment plans, reflected ceiling plans, and site plan on disk in .DWG or .DXF format.
2. Copy of site survey indicating utility line locations, sizes, and capacities.
3. Copies of architectural elevations, sections, details, etc., sufficient to show ceiling, wall and floor construction types, fire ratings, and clear spaces available.
4. CITY will provide front end division documents to provide for the items the contractor will do.
5. CITY will provide a template for machine reading assets and maintenance activities into the CITY's Computerized Maintenance Management System (CMMS). Template will include assets information such as asset additions, asset updates, asset retirements including a rough estimated value, maintenance activities for the assets, PID tags within the asset, and asset categorization.

**Task 307 – Bidding Services**

Bidding services will be provided as described in the Contract Scope for the revised design.

**Task Series 400 - Optional Services**

The following efforts are not included in this scope but could be covered under future optional services. Tasks 401 and 402, pricing was prepared in the level of effort table.

- Task 401 - If CITY chooses, all design drawings will be prepared using BIM software in compliance with Owner Standards.
- Task 402 - LIDAR scans of existing WWTP facilities will be offered as optional services.

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These remaining tasks will be negotiated, priced and scoped more fully if requested by the Owner.

1. Cost of odor study samples will be offered as optional services.
2. Final study and arc flash labels are excluded and can be provided under the construction services scope.
3. MCCs may be upgraded to Smart units.
4. Workstation for SKM (from Systems Analysis, Inc.) software, SKM training or SKM software installation.
5. SKM software installation, workstation and training.
6. Perform preliminary power system analysis including a short circuit study, coordination study, and an arc flash study for the switchgear and MCCs will be included in CPS.
7. Design Professional will create a Birmingham WWTP one-line diagram for conditions after the construction of work in this project based on field investigation findings of existing conditions where necessary. Design Professional will use this information in developing phasing and recommended improvements, as well as requirements to bring existing facilities up to current codes and possible redundant feeds. SKM System Analysis software will be utilized for the electrical load study and also to develop the one-line diagram.
8. Mechanical design of new primary clarifier mechanism replacements.
9. Heating will not be provided for existing pump stations.
10. New ventilation units may be upgraded to increase ventilation rates.
11. If a Letter of Map Revision is required, it will be included under optional services.
12. This is anticipated to be one set of contract documents. If the project is divided into more contracts for bidding, this work will be covered under optional services.
13. Engineering services during construction.

**ATTACHMENT 2-1**

**POSITION CLASSIFICATION AND SALARY RANGE**

Effective: January 1, 2019

Expires: December 31, 2019

**POSITION**

CATEGORIES

**HOURLY**

PROFESSIONAL SERVICES

LABOR RATES

ENGINEER (ENEV) 1-2

\$26 to \$50

ENGINEER (ENEV) 3-4

\$36 to \$66

ENGINEER (ENEV) 5-6

\$47 to \$76

ENGINEER (ENEV) 7-8

\$57 to \$92

PROJECT MANAGER (PM)

\$60 to \$99

OFFICER

\$73 to \$116

PROFESSIONAL SUPPORT SERVICES

DRAFTER (DNDF) 1-2

\$19 to \$35

DRAFTER (DNDF) 3-4

\$24 to \$44

DRAFTER (DNDF) 5-6

\$30 to \$49

DRAFTER (DNDF) 7-8

\$35 to \$55

PROFESSIONAL SUPPORT SERVICES

STAFF SUPPORT

\$24 to \$56

STAFF SUPPORT

\$35 to \$70

PROFESSIONAL ADMINISTRATION

ADMINISTRATIVE ASSISTANT

\$19 to \$48

CONTRACT ADMINISTRATOR

\$24 to \$54

ADDITIONAL CONDITIONS:

1. This salary schedule shall remain in full force and effect during the term stated. At the end of the period, Design Professional and City shall use the salary schedule applicable for the next period.

**POSITION CLASSIFICATION AND SALARY RANGE**

Effective: January 1,2020

Expires: December 31, 2020

**POSITION**

CATEGORIES

**HOURLY**

PROFESSIONAL SERVICES

LABOR RATES

ENGINEER (ENEV) 1-2

\$30 to \$57

ENGINEER (ENEV) 3-4

\$41 to \$74

ENGINEER (ENEV) 5-6

\$53 to \$86

ENGINEER (ENEV) 7-8

\$64 to \$103

PROJECT MANAGER (PM)

\$68 to \$112

OFFICER

\$82 to \$130

PROFESSIONAL SUPPORT SERVICES

DRAFTER (DNDF) 1-2

\$21 to \$39

DRAFTER (DNDF) 3-4

\$27 to \$49

DRAFTER (DNDF) 5-6

\$33 to \$55

DRAFTER (DNDF) 7-8

\$39 to \$61

PROFESSIONAL SUPPORT SERVICES

STAFF SUPPORT

\$27 to \$63

STAFF SUPPORT

\$39 to \$79

PROFESSIONAL ADMINISTRATION

ADMINISTRATIVE ASSISTANT

\$21 to \$54

CONTRACT ADMINISTRATOR

\$27 to \$60

ADDITIONAL CONDITIONS:

1. This salary schedule shall remain in full force and effect during the term stated. At the end of the period, Design Professional and City shall use the salary schedule applicable for



**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 2**  
**CONTRACT NO. 1171     PROJECT NO. 81000500**  
**BIRMINGHAM HEADWORKS AND ELECTRICAL IMPROVEMENTS**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on May 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated May 7, 2015 in the amount of \$1,100,000.00; and

WHEREAS, the City executed an Amendment No. 1, in the amount of \$1,063,000.00, for a total contract amount to \$2,163,000.00 on September 27, 2019; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$2,263,344.81, to amend the total contract amount to \$4,426,344.81; and

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

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

A. Add the following section(s):

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

B. Delete and replace the following section:

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$4,426,344.81, as follows:

1. \$2,518,383.91 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 2-2**.

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 \$1,720,099.90. The following are the reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional \$1,303,609.90 (\$729,465.70 for MBE, \$480,232.20 for WBE), reproduction of deliverables, local transportation and public outreach materials. Non-local travel expenses must be preapproved by the City.
4. Design Professionals' Maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$187,861.00 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 the Design Professional unless specifically in writing by the City to perform Optional Services. Optional Services will not be performed, not 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 task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment 2-2**. The amount billed for each Optional Service shall not exceed the amount established without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses. 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.

**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: 03/17/2022

*Cheryl J. Breen*  
Title: CLIENT SERVICE LEADER

**KANSAS CITY, MISSOURI**

By:

Date: 3/25/2022

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

Approved as to form:

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

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

DocuSigned by: *Anne Kaps* 4/11/2022  
896237FE475F404  
Director of Finance (Date)

**ATTACHMENT A1-2**

**SCOPE OF SERVICES**

**DESIGN PROFESSIONAL:** CDM Smith  
**OWNER:** City of Kansas City, Missouri  
**PROJECT:** Birmingham Headworks and Electrical Improvements  
**WSD CONTRACT NO.:** 1626  
**WSD PROJECT NO.:** 81000500

**I. GENERAL**

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL (DP) under this Scope of Services. Subsequent paragraphs described herein detail the services to be provided for the construction phase of the project. Project schedule durations shown below are based on DP’s understanding of the anticipated construction period.

A. The Project

The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri intends to improve treatment at its Birmingham Wastewater Treatment Plant (WWTP) and perform upgrades, including: Constructing New Headworks Facility and New Electrical Room, Replacement of Existing Electrical Equipment, Influent Piping Modifications, New Flow Split Piping, Modifications to the Existing Aeration Control Building, Replacement of Existing HVAC Equipment, Replacement of Existing Gates, Addition of Electric Actuator on Forcemain Gate Valve, Related Site Work, and incidentals for a complete and usable facility.

The DP has developed construction plans and specifications for the Work associated with the Project.

The CITY is contracting with DP to provide engineering office construction phase services for the project. Field representative construction phase services will be provided for all of the Work included in the construction contract documents. The construction phase services described herein are based on a period of 660 calendar days from the Notice to Proceed through Project Closeout Services as further detailed in Section II – Project Milestones.

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

Task Series 100 Project Management and Administration

Task Series 500 Construction Office and Field Support Services



- Task Series 600 Resident Project Representative Services
- Task Series 700 Control System Configuration and Startup Services
- Task Series 800 Startup, Commissioning, and Standard Operating Procedures
- Task Series 900 Additional Services
- Task Series 1000 Project Closeout

C. Follow-On Phases. At the discretion of the CITY, the DP may be requested to provide additional construction phase services related to the Project.

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

E. Responsibilities of CITY:

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DP.
3. The CITY's project manager will have authority as outlined in the General Conditions of the construction contract.

F. Limits of Authority:

1. DP's efforts will be to provide CITY a greater degree of confidence that the completed Work generally conforms to the Contract Documents. On the basis of visits to the Site and on-Site observations, DP will keep CITY informed of the progress of the Work.
2. DP's visits to the Site and on-Site observations are subject to all the limitations on DP's authority and responsibility set forth below.
3. DP will furnish RPR staff to assist DP in providing more extensive observation of the Work. The responsibilities, authority and limitations thereon of any such RPR and assistants will be as provided herein.
4. Neither DP nor the RPR will supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or

performance of the Work. DP will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

5. Upon authorization by CITY, DP will have authority to disapprove or reject Work which DP believes to be defective, that DP believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DP will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
6. DP will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
7. DP's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
8. The DP shall be responsible for generating and preparing written or electronic responses using the eBuilder document management system pertaining to all construction related documents, including such items as requests for information, change orders, requests for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the DP.
9. The DP will be responsible for site safety of DP's staff and Subconsultant's employees. The DP will supply the required safety equipment and will ensure that all DP employees and Subconsultant's employees are properly equipped and trained in all safety procedures and precautions.
10. The DP will promptly notify the CITY of any design error or omission discovered by the CONTRACTOR or DP. DP will not discuss remedies with the CONTRACTOR without CITY permission.
11. The limitations upon authority and responsibility set forth in this agreement will also apply to DP's Consultants, Subconsultants, RPRs and assistants.

## **II. PROJECT MILESTONES**

- A. DP will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:
  1. Task Series 100, 500 through 900, Services will be completed on or before 600 calendar days, as anticipated to complete construction activities.

2. Task Series 1000 – Project Closeout will be completed within 60 calendar days of the CONTRACTOR’s Submittal of Construction Record Markups.

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

The following paragraphs describe the Scope of Services to be provided by the DP as part of the Construction Phase Services.

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

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

The Project Management and Administration services are developed based on the total anticipated schedule, as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

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

DP will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DP’s scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; submission of a cost-loaded schedule for the work planned; continuous monitoring of DP’s work progress; and quality control of services provided, which shall all be documented using eBuilder, the CITY’s document management system.

##### **Task 102 Monthly Invoicing**

DP will prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices will be uploaded to the CITY’s project document management system (eBuilder). Each invoice by DP and Subconsultants will be itemized as follows:

- Task Series 100     Project Management and Administration
- Task Series 500     Construction Office and Field Support Services
- Task Series 600     Resident Project Representative Services
- Task Series 700     Control System Configuration and Startup Services
- Task Series 800     Startup, Commissioning, and Standard Operating Procedures
- Task Series 900     Additional Services
- Task Series 1000 – Project Closeout

A copy of the Subconsultant utilization report shall be attached to each monthly invoice.

### **Task 103 Provide Monthly Status Report**

DP will prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports will be uploaded to the CITY's web-based document management system (eBuilder). Project status report will accompany the monthly invoice submittal. The monthly progress status reports will document the DP's work progress, the percentage of completed work, the earned value of the completed work, schedule status, and budget status for each Task Series. The monthly project status report will identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DP's ability to meet project schedule milestones, including identification of any delays beyond its control, M/WBE utilization goals, and an estimate of work percent completion and earned value for each Task Series in the Scope of Services based on the work completed. A short narrative will be provided to describe the work activity performed for each task within each Task Series.

### **Task 104 Subconsultant Agreements and Administration**

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

### **Task 105 Document Management**

The DP will utilize the CITY's web-based document management system (eBuilder) for managing, tracking and storing all construction related documents associated with the Project. Documents will include, but are not limited to, shop drawings, submittal responses between the CONTRACTOR, DP and CITY produced during construction. DP shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

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

To establish the basis for the DP's compensation, Construction Office and Field Support services are based on an anticipated construction schedule in section II Milestones for the Project. Specific construction phase tasks and services to be performed by DP are described below.

### **Task 501 CONTRACTOR Communication**

The DP's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DP and all written communication of



any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modifications, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All of the correspondence identified in this paragraph and during construction shall be maintained on eBuilder, the CITY's document management system.

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

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

1. Construction Schedule. Review of CONTRACTOR's construction schedule will be for general conformity to the requirements for scheduling and work restrictions as defined in the Construction Contract Documents, and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.
2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials, float analysis/utilization, and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments and will not constitute an agreement as to the value of each indicated item.
4. Schedule of Monthly Payments: DP will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
5. Monthly Payment Applications: DP will review the CONTRACTOR's payment request for accuracy and confirm with the RPR that all items were performed as noted. DP will forward recommendations for payment of items on the monthly payment request to the CITY's Project Manager including monthly photographs, progress narrative, updated schedule, and updated schedule of monthly payments, and materials/equipment delivered (and evidence of insurance if stored offsite is allowed by the CITY).

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

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

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

To establish the basis for the DP's compensation, a maximum of One Hundred (100) Requests for Interpretations will be completed by DP for the project. The DESIGN PROFESSION will maintain a RFI tracking log

### **Task 504 Preconstruction Conference**

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

### **Task 505 Review and Process Substitutions and Or Equals.**

DP will review and recommend the acceptance or rejection of material or equipment items submitted by CONTRACTOR for substitution or or-equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DP's compensation, up to ten (10) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

### **Task 506 Perform Site Visits**

DP and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, functional acceptance testing, and leak testing with CONTRACTOR and CITY. DP and its Subconsultants will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted in Task 1309. To establish the basis for the DP's compensation, sixteen (16) site visits attended by DP and/or its Subconsultants are anticipated throughout construction to be coordinated with the work on-site.

### **Task 507 Shop Drawings and Data Submittals**

DP will receive, review, and approve shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DP's review and approval shall be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents. Review shall be performed by the engineer of record or under the supervision of the engineer of record. All exceptions require CITY approval in writing.

1. DP will respond to submittals posted to CITY's document management system within an average of fourteen (14) consecutive calendar days, not to exceed twenty-one (21) days for a final approval.
2. Upon completion of review of each submittal, the DP will retain one (1) copy for their records.
3. To establish the basis for DP's compensation, up to 250 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section DP shall make use of exceptions taken as noted on submittal review whenever possible to avoid resubmittals. CITY shall be consulted when a second re-submittal is requested. Additional submittals may be reviewed by DP as an Optional Service.

### **Task 508 Review Operation and Maintenance Manuals**

DP will receive and review preliminary and final operation and maintenance manuals developed by equipment manufacturers and submitted by CONTRACTOR. DP's review will be for general conformance to the O&M manual development requirements and applicability to the equipment items actually installed. DP will submit its review comments along with preliminary O&M manuals to CONTRACTOR and CITY, and final O&M Manuals received from the CONTRACTOR to CITY. To establish a basis for DP's compensation, up to 100 submittal reviews (draft and final) are budgeted.

### **Task 509 Attend Progress Meetings**

A maximum of three (3) representatives of the DP and/or Sub-Contractor along with the RPR(s) will attend weekly, virtual progress calls conducted by the CONTRACTOR with CITY and other applicable representatives in attendance for the Birmingham Headworks and Electrical Improvements project. One (1) RPR will attend weekly virtual construction meetings for the Birmingham Pump Station project. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other

matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting minutes.

### **Task 510 Assist in Evaluating Work Change Directives and Change Order Requests**

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

DP will review work change directive/change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DP will prepare a written recommendation stating the reason for each work change directive/change order request and recommended action by CITY.

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

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

To establish the basis for DP's compensation, up to a maximum of thirty (30) change orders and/or work change directives have been budgeted.

### **Task 511 Field Material Testing**

Provide the services of an independent testing laboratory to check materials testing required by the Construction Contract Documents. Through a Subconsultant agreement, DP will conduct concrete compression tests, field air content, slump tests, and soil standard proctor, relative density and density tests to verify compliance with the requirements of the Construction Contract Documents. DP will evaluate the test results and submit them to the City.

### **Task 512 Substantial Completion Inspection**

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

### **Task 513 Final Completion Inspection**

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

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

DP will provide Resident Project Representative (RPR) services to observe the construction work associated with the Project as defined in the Construction Contract Documents. The RPR and its assistants will observe the CONTRACTOR's work and perform the services listed below.

The RPR Level of Effort for the RPR *only* will cover the Birmingham Headworks and Electrical project and *not* the Birmingham Pump Station project. The RPR duties as outlined in Series 600 apply to both projects, but no DP responsibility or services as described in this document for the Birmingham Pump Station project is included in this scope.

1. RPR Level of Effort: To establish basis for DP's compensation for resident project representative services, the effort for Task Series 600 is based on providing 32 hours of RPR support per week for 22 months (2527 total RPR hours over project duration) and an additional 500 hours for targeted RPR inspection by structural Subcontractor. DP will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. DP shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. General Responsibilities. RPR will be on site during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DP, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on eBuilder.

DP will be responsible for providing all other supplies and equipment necessary for performance of the field work including but not limited to safety equipment.

### **Task 601 Schedules**

RPR will assist DP with the review of CONTRACTOR's monthly construction schedule updates as described in Task 602. RPR will provide comments concerning their acceptability to DP.

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

1. RPR will attend the preconstruction conference.



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

### **Task 603 Liaison**

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

1. Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.
2. Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. Awareness of job site activities, at times when the RPR is not on site, is limited to that which is reported to the RPR by the CONTRACTOR.
3. Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings, only when requested.
4. Witness and document testing performed by the CONTRACTOR.
5. Immediately notify DP and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

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

1. RPR will conduct onsite observations of the general progress of the Work to assist DP in determining if the Work is performed in accordance with the Construction Contract Documents. RPR will give special focus to but RPR will focus attention on iron work,

concrete pours, and buried pipe prior to backfill.

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

#### **Task 605 Records**

1. RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DP's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.
2. RPR will keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures on City provided forms. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

3. RPR will record names, addresses, and telephone numbers of all CONTRACTOR, Subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site and eBuilder. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1801.

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

1. Submit to DP via the web-based document management system a daily report of RPR observed events at the job site, including the following information:
  - (a) Hours the CONTRACTOR worked on the job site.
  - (b) CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
  - (c) Construction equipment on the job site.
  - (d) Observed delays and potential causes.
  - (e) Weather conditions.
  - (f) Data relative to claims for extras or deductions.
  - (g) Daily construction activities and condition of the work.
  - (h) Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
  - (i) Observations pertaining to the progress of the work. Materials received on job site.
  - (j) Progress photographs in a similar manner to Contractor Photos see 01322 Photographic Documentation
  - (k) Construction issues and resolutions or proposed resolutions to issues.
2. Furnish DP and CITY periodic reports as required by the DP and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
3. Consult with DP and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DP and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system (eBuilder).
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

### **Task 607 Payment Requisitions**

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

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

1. Before DP reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DP with an opinion as to the project's readiness.
2. RPR and DP will conduct substantial completion inspection in the company of the CITY and CONTRACTOR. RPR and DP will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before distribution by the DP.

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

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

## **TASK SERIES 700 – CONTROL SYSTEM CONFIGURATION AND STARTUP SERVICES**

Supporting configuration services by the CONTRACTOR will include following:

- Verifying monitoring, control, data storage standards, and alarming on the SCADA system. Assume virtual meetings. CDM assumes that data storage standards refers to variables that will be historized and at what frequency.
- Facilitating CITY review of new graphics and alarms to the Transdyn/Kapsch HMI for improvements. Assume virtual meetings.
- Attend three virtual meetings with system integrators as needed to coordinate Work.
- Review that equipment tagging matches PIDs. Assume 2 days onsite and separate virtual meetings with contractor.
- Review alarm prioritization, graphical conventions, data storage settings. CDM Smith assumes that data storage settings refers to implementation of data storage standards and verification of appropriate process variables are being historized. CDM Smith assumes fifty (50) alarms including hardwired field inputs and calculated internal alarms. CDM

Smith assumes this will be reviewed as part of the Graphics workshops and coordination meetings.

- Facilitate Operations review of SCADA graphics. CDM assumes this will be a combination of virtual and in-person workshops as per specifications.
- Attendance by one (1) Automation engineer at Factory or Field testing for up to eight (5) days.

## **TASK SERIES 800 – STARTUP, COMMISSIONING, and STANDARD OPERATING PROCEDURES**

### **Task 801 Standard Operating Procedures**

DP and Subcontractors shall prepare up to 25 written standard operating procedures (SOPs) for all new and modified unit process as a result of the improvements in this project including normal operations requiring modifications due to improvements. These shall be provided as a .docx file.

Two (2) laminated copies of the final SOPs will also be provided. One copy is to be placed at the relevant unit process and the second for the Birmingham WWTP office.

DP may utilize vendor SOPs as a startup point. Draft SOPs shall be provided to the CITY for review. All SOPs shall be drafted and reviewed prior to process training. The standard operating procedures shall be based on usual and customary operating conditions as anticipated by the DP and as designed by the manufacturer.

SOPs will consist of subsections, with section defined as Startup, Shutdown, Usual Operations Mode, and Alternative Operational Modes. Example SOPs will be provided by the CITY.

Each SOP subsection is defined as Purpose, Safety (including lockout/tagout and warning notes), Actions (Step number, action, and picture or location with a box around the manipulated item), a Valve table, Unit or Setting table (Panels, PLC, and SCADA), a Shift (Daily) checklist, and weekly checklist, and a Troubleshooting subsection to consist of considerations for troubleshooting common issues. More complicated and critical SOPs will have more troubleshooting considerations, and simpler SOPs will have fewer troubleshooting consideration.

After DP process training, DP shall provide hands on training for the site's primary chief plant operation and senior plant operation by going through each SOP. The operators will perform the SOPs while the DP will step the operators through the SOPs. The DP will then repeat the process with the most junior operator the regularly works at the site.

DP will refine the SOPs based on operator input and provide the finalized electronic and hard copies. The DP will provide the updated SOP for one final review by the CITY and only upon final approval provide the electronic and hard copies.

During the hands-on training, the DP and operators shall develop updated shift checklist, shift sheet/bench sheet, for the Birmingham WWTP based on critical observations in the SOP. City



shall provide an electronic copy of the existing shift checklist in word. DP shall update the sheets as appropriate. DP shall provide updated checklists in a .docx format.

### **Task 802 Commissioning and Startup Assistance**

DP shall verify that each unit process and/or pieces of equipment are ready for startup after CONTRACTOR requests startup.

DP shall be present for the startup of major equipment and document the process. If startup is not successful, DP may be requested to investigate and give recommendations. This effort is assumed to include up to two weeks of full-time support by a DP representative along with

If startup is successful, DP will indicate when systems are acceptable for turnover to the CITY. If necessary and with consultation with CONTRACTOR, DP may develop conditions where the CITY will return the system to the Contractor and another startup will be occur.

An electronic Startup Report shall be provided to the CITY documenting all equipment put into service. The startup report will be started after the handover of the first equipment to the City. The report will be updated after new equipment is put into service. The startup report will be finalized after the last successful startup.

DP shall submit an electronic draft Commissioning Report prior to substantial completion with a focus on deficiencies to be added to the punch list and a brief description of the commissioning activities.

A final Commissioning Report will be provided to the CITY, documenting that all major systems are ready to be put into service, commissioning activities of the CONTRACTOR and observed performance of each piece of equipment. The CITY will make the final decision as to the readiness of each unit process and the Facility as a whole. The City reserves the option to accept individual unit processes, provided such processes are fully commissioned and operation of individual unit processes does not adversely affect the Contractor.

### **Task 803 Process Training**

DP will coordinate with CONTRACTOR and vendors for O&M training for the Work. DP will develop a process training program for the operations of Birmingham WWTP Improvements constructed under this Project. Process Training will occur after O&M training and SOP development is completed. Training will focus on troubleshooting, intended function based on DP developed Standard Operating Procedures. Training shall include key aspects of process control and recovery from adverse conditions and troubleshooting interacting unit processes.

Training will be conducted by DP in three (3) sessions convenient to the CITY such that operators working all shifts will be able to attend during their normal work hours. The schedule will be subject to change, but the sessions will not increase in length.

Training sessions will be no longer than two hours of which only one hour can be classroom training. DP may need to breakup training. The DP will submit copies of the training program for CITY Review at the time of scheduling the training sessions. Training Sessions will be

scheduled 2 months prior to the proposed training. DP shall do the necessary work for Operators to receive training credit with MDNR such as preparing the required documentation and communicating with MDNR. Training and submission to MDNR will be prepared in conjunction with a designated operations professional. Training will be recorded similar to CONTRACTOR Training. DP shall provide electronic copies and two paper copies of training presentation in a 3-ring binder.

### **Task 804 Criticality and Maintenance Workshops**

DP shall use P&IDs and non-process assets to create a Project Asset Database. This database shall then be used by the DP to conduct two (2) workshops with a focus on determining the criticality of the new assets/equipment constructed in this project as well as assets modified by the project. Workshops will develop the consequence of failure and probability of failure for different types of failure for each asset. Criticality of new and unmodified assets will be developed including HVAC and electrical assets. Criticality of unmodified assets will be reviewed during the workshop(s). Failure modes effect analysis (FMEA)/ Failure defense plans (FDP) will be developed for assets. List of recommended spares based on assets designated as run to fail will be developed and compared to those in the project specifications. DP will provide an electronic criticality table with developed FDPs.

DP shall lead up to two (2) maintenance workshops to develop the work orders for new and modified assets. DP will review OEM O&M manual maintenance recommendations with the CITY. Maintenance activities (Preventive & Predictive) will be divided between operations and maintenance. The updated shift checklists for the site(s) will be reviewed for deficiencies. DP will facilitate a discussion of which OEM recommended maintenance activities have value after the warranty period. If necessary, the DP and CITY will develop additional maintenance activities not recommended by the OEM with a particular focus on predictive maintenance activities such as vibration testing, lubricant testing, and IR testing to support the CITY's reliability centered maintenance program. Maintenance activity frequency will also be discussed. Lubrication for assets will be discussed with a focus on preventing which currently stocked lubricants may be used in new equipment.

CITY will provide a template for machine reading assets and maintenance activities into the CITY's Computerized Maintenance Management System (CMMS). Template will include assets information such as asset additions, asset updates, asset retirements including a rough estimated value, maintenance activities for the assets, PID tags within the asset, and asset categorization. DP shall fill out the template, provided by the CITY, of an Access Database to document changes in the CMMS; insert asset additions, updates and retired assets; work order updates; new PMs; PMs to be retired; non-destructive testing updates; and other asset fields. Assets shall be coordinated and categorized with the applicable P&ID tags for entry into CITY's CMMS and Financial Software.

DP will also conduct a workshop on facility data. Any points communicated to a PLC and not SCADA will be discussed. Alarm set point and priority will be reviewed and developed. Historian settings for each point will also be developed or reviewed.

### **Task 805 Operations and Maintenance Review**

DP shall perform a follow up review of operations and maintenance activities during the second May, or wet weather month, following substantial completion. An audit report, summarizing level of compliance with SOPs, areas of strength for operations and maintenance, deficiencies for operations and maintenance, and recommendations will be provided to the CITY.

### **Task 806 Electronic O&M Manual**

After reviewing the CONTRACTOR submitted electronic/facility O&M manual, DP shall integrate the DP developed files/deliverables such as: SOPs, record drawings, asset criticality, maintenance activities, developed maintenance activities, recorded training, process training documents, shift checklist, RPR photos with an emphasis on buried utilities, and asset database. DP shall name and tag each linked file in the E-O&M with the applicable asset name and PID tags. Troubleshooting matrices should be included for interacting unit processes. Unit Process troubleshoot is in the unit process SOP. E-O&M will include references to City and Water services policies, resources, and standards such as lockout/tagout, OCCP, confined space, and other relevant standards. No hard copies of the E-O&M are included in this contract.

DP is responsible for incorporating interrelated operating information to ensure the manual flows through and addresses each unit process in its entirety. DP shall include any final show drawings and other records omitted by the CONTRACTOR that has previously been transmitted to the DP. Comments from the City reviewers will be consolidated into one submittal to the DP.

### **TASK SERIES 900 – OTHER CONSTRUCTION SUPPORT SERVICES**

The following additional services may be authorized in connection with potential Bid Alternates and Allowances:

- Review of redesign related to alternate mechanical bar screens
- Review of site lighting foundation design
- Review of floating aerator installation including power connection
- Review of replacement of chain link fencing around Aeration Basins
- Review of Lidar Scan information and BIM model development
- Review of Hazardous Material abatement and disposal
- Coordination and discussion with Evergy electric utility
- Review of unforeseen conditions for application of allowance
- Expansion of the EOMIS to include all of the Birmingham WWTP, and not just those areas improved as part of this project.

### **Task 901 – BIM Model Development**

This scope item includes surveying, LiDAR acquisition and Building Information Model (BIM) creation professional services for the Birmingham WWTP. The general scope of this work includes acquiring LiDAR scan data and creating a Revit BIM model at the Birmingham WWTP. The Revit model will be attributed with data provided to the DP per the Project BIM Coordination – Attributes document dated 05/05/21. The Revit model will be used by KCMO as a (BIM) for facility management and planning future expansion or maintenance. See Attachment A for the detailed scope proposal for this item.

## **TASK SERIES 1000 – PROJECT CLOSEOUT**

### **Task 1001 Construction Record Drawings**

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DP will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.
2. DP will provide a machine readable list of assets modified, added, or retired during this project. Each asset will be named per CITY's asset naming system and CITY's PID naming system as described under Task 804 Criticality and Maintenance Workshops.
3. DP will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format. These drawings will be referenced in the electronic/facility O&M Manual.
4. DP will provide the finalized Facility/Electronic O&M Manual as described in Task 806 Finalizing Electronic O&M Manual.
5. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment using the eBuilder document management system. DP will review these items with RPR before issuing a statement of final completion to the CITY. The DP will review and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.

### **Task 1002 Furnish CONTRACTOR's Completion Documents**

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

consolidate these project files for long-term record storage. All records will be tagged with all CITY asset and all PID tags.

### **Task 1003 Project Closeout Documentation**

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

### **OPTIONAL SERVICES**

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

1. Regulatory Coordination: Liaison with Regulatory Agencies.
2. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the project, other than those specifically noted.
3. Any engineering Work required to meet the requirements of regulatory or funding agencies that may be required to respond to comments or necessary to implement project.
4. Special consultants or independent professional associates requested or authorized by Owner.
5. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the project.
6. Provision, through a subcontract, of photographs or videotapes of the facility.
7. An environmental assessment report and/or environmental impact statement as requested by Owner or required by review agencies beyond what has been provided.
8. Provision, through a subcontract, of any special reports or studies on materials and equipment requested by Owner.
9. Monitoring site or adjacent sites for air quality and/or noise.



10. Provisions to prepare or conduct confined space evaluation or permits.
11. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
12. Odor Control Study and support at Birmingham Influent Pump Station.
13. Development of hazardous waste treatment, mitigation, or reduction systems for handling hazardous materials found or generated on the project.
14. Conduct LIDAR survey and perform the BIM modelling of the finished construction.

**END OF SCOPE OF SERVICES**

**ATTACHMENT 2-2**

**CDM SMITH**

**SCHEDULE OF POSITION CLASSIFICATIONS**

**RAW BILLING RATE SCHEDULE**

**(Rates are for the period from January 1, 2022 through December 31, 2022)**

<u>LABOR CATEGORIES</u>	<u>RAW HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER 1-2	\$24 to \$55
ENGINEER 3-4	\$39 to \$70
ENGINEER 5-6	\$49 to \$83
ENGINEER 7-8	\$57 to \$92
PROJECT MANAGER (PM)	\$66 to \$110
SENIOR PROJECT MANAGER (SPM)	\$70 to \$115
CLIENT SERVICE LEADER (CSL)	\$78 to \$122
QUALITY CONTROL MANAGER	\$71 to \$114
PRINCIPAL IN CHARGE (PIC)	\$78 to \$124
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$20 to \$38
DRAFTER 3-4	\$25 to \$46
DRAFTER 5-6	\$31 to \$53
DRAFTER 7-8	\$38 to \$60
<u>PROFESSIONAL ADMINISTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$20 to \$52
PROJECT ADMINISTRATOR	\$22 to \$56
CONTRACT ADMINISTRATOR	\$26 to \$60

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 3**  
**CONTRACT NO. 1171     PROJECT NO. 81000500**  
**BIRMINGHAM HEADWORKS AND ELECTRICAL IMPROVEMENTS**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on May 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated May 7, 2015 in the amount of \$1,100,000.00; and

WHEREAS, the City executed an Amendment No. 1, in the amount of \$1,063,000.00, for a total contract amount to \$2,163,000.00 on September 27, 2019; and

WHEREAS, the City executed an Amendment No. 2, in the amount of \$2,263,344.81, for a total contract amount to \$4,426,344.81 on April 11, 2022; and

WHEREAS, the City desires to execute Amendment No. 3, in the amount of \$372,059.00, to amend the total contract amount to \$4,798,403.81; and

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

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

- A. Add the following section(s):
  - a. Under Attachment 1 – Scope of Services, add Attachment 1-3 – Additional Scope of Services; and
  - b. Under Attachment 2 – Engineering Fee Summary and Schedule of Position Classifications, add Attachment 2-3 – Schedule of Position Classifications.
  - c. Add Attachment 8, CREO Contract Assurances Addendum.
- B. Delete and replace the following section:
  - a. Delete Design Professional Services, Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services, Part II, Standard Terms and Conditions.

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

A. The maximum amount that City shall pay Design Professional under this Agreement is **\$4,798,403.81**, as follows:

1. **\$2,793,916.40** for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment 7**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments 1, 1-1, 1-2, and 1-3**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments 2, 2-1, 2-2, and 2-3**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed **\$1,816,626.41**. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional \$1,301,224.41 (\$791,227.49 for MBE, \$509,996.92 for WBE), reproduction of deliverables, local transportation and public outreach materials. Non-local travel expenses must be preapproved by the City.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$187,861.00** 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 range for each position is included as a part of **Attachments 2, 2-1, 2-2, and 2-3**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional's Basic Services defined in **Attachments 1, 1-1, 1-2, and 1-3** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachments 2, 2-1, 2-2, and 2-3** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

#### B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments 1, 1-1, 1-2, and 1-3** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments 1, 1-1, 1-2, and 1-3**. City, upon approving the invoice, shall remit payment.



- C. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
  2. No request for payment will be processed unless the request is in proper form, including a breakdown of previous invoiced amounts, total contract amounts, and total of approved optional service amounts, monthly status report, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
  3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Right and Equal Opportunity (CREO KC) Department.

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

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

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City's Director of 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: AUGUST 03, 2023

*Christopher L. Bruner*  
Title: CLIENT SERVICE LEADER

**KANSAS CITY, MISSOURI**

By:

Date: 8/22/2023

DocuSigned by:  
*Jeff Martin*  
756D1017BA554BC...

Title: Chief Engineering Officer

Approved as to form:

DocuSigned by:  
*Mark Jones*  
Assistant City Attorney  
0989E44CF75D420...

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

DocuSigned by:  
*Eric Clevenger*      9/15/2023  
18F59B5A8EE444E...  
Director of Finance      (Date)

## ATTACHMENT 1-3

### AMENDMENT 3 SCOPE OF SERVICES

**DESIGN PROFESSIONAL:** CDM Smith  
**OWNER:** City of Kansas City, Missouri  
**PROJECT:** Birmingham Headworks and Electrical Improvements  
**WSD CONTRACT NO.:** 1171  
**WSD PROJECT NO.:** 81000500

#### I. GENERAL

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL (DP) under this Scope of Services. Subsequent paragraphs described herein detail the services to be provided for the construction phase of the project. Project schedule durations shown below are based on DP's understanding of the anticipated construction period.

##### A. The Project

The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri is improving treatment at its Birmingham Wastewater Treatment Plant (WWTP) and perform upgrades, including: Constructing New Headworks Facility and New Electrical Room, Replacement of Existing Electrical Equipment, Influent Piping Modifications, New Flow Split Piping, Modifications to the Existing Aeration Control Building, Replacement of Existing HVAC Equipment, Replacement of Existing Gates, Addition of Electric Actuator on Forcemain Gate Valve, Related Site Work, and incidentals for a complete and usable facility. The DP has developed construction plans and specifications for the Work associated with the Project. DP is currently providing engineering office construction phase services for the project. Field representative construction phase services will be provided for all of the Work included in the construction contract documents.

As an amendment to the ongoing work and improvements at the Birmingham WWTP, the CITY is contracting with DP to prepare a Feasibility Study evaluate future alternatives to handle dry weather and wet weather flows that impact the future of the Birmingham WWTP.

##### B. Definitions

No updates from Amendment 3.

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

Task Series 100	Project Management and Administration
Task Series 1200	Birmingham Feasibility Study
Task Series 1300	Birmingham Conceptual Design

Follow-On Phases. At the discretion of the CITY, the DP may be requested to provide additional services related to the Project.

D. Explicit Responsibilities. No changes from Amendment 3.

E. Responsibilities of CITY: No updates from Amendment 3.

**II. PROJECT MILESTONES**

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

1. Task Series 1200 and 1300, Services will be completed on or before 390 calendar days from Notice to Proceed for Amendment 3.

**III. BASIC SCOPE OF SERVICES**

The following scope describes the efforts associated with preparing a Feasibility Study to eliminate the Birmingham WWTP from treating dry weather flow and redirecting dry weather flow to the Blue River Wastewater Treatment Plant. Wet weather flow alternatives vary based on location as summarized in the following tables:

Buckeye Evaluation			
Conditions	Dry Weather		Wet Weather
Scenario	Treatment	Conveyance	Treatment
Scenario 1	BR Primary	From: Buckeye PS To: NEID	High-Rate Treatment at Buckeye Pump Station
Scenario 2 a,b	BR Primary	From: Buckeye PS To: BR Primary	High-Rate Treatment at BR Primary
Scenario 3	BR Primary	From: Buckeye PS To: Birmingham	High-Rate Treatment at Birmingham PS/WWTP

Notes:

1. Conveyance of Wet Weather flows from Birmingham PS with be covered in future analysis. Existing HRT at Birmingham Pump Station will be utilized
2. Dry weather will continue to be received at Buckeye PS and Birmingham PS. Dry Weather Flows received at both pump stations will be conveyed to Blue River for treatment.
3. All options will include a 10% Level of Design for fine screening at Birmingham PS.
4. a, b are two different alignments.
  - a) Forcemain feeds to Birmingham PS to then be delivered to BR Primary; and
  - b) Forcemain ties directly into Birmingham to BR Primary delivery line.

Birmingham Flow Scenarios			
Conditions	Dry Weather		Wet Weather
Scenario	Treatment	Conveyance	Treatment
Scenario 1	BR Primary	Forcemain to BR Primary	High-Rate Treatment at BR Primary
Scenario 2	BR Primary	Forcemain to BR Secondary	New BNR Plant at BR Secondary
Scenario 3	BR Primary	Forcemain to BR Primary	HRT at Birmingham PS
Scenario 4a,b	BR Primary	Forcemain to BR Primary	HRT at Birmingham WWTP
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. Dry weather will continue to be received at Buckeye PS and Birmingham PS. Dry Weather Flows received at both pump stations will be conveyed to Blue River for treatment.</li> <li>2. All options will include a 10% Level of Design for fine screening at Birmingham PS.</li> <li>3. Before scenarios are evaluated, all scenarios will be reviewed with the Owner at the Kickoff Meeting. These four scenarios will incorporate the selected Buckeye Alternative for dry and wet weather flows at Buckeye (Refer to Task 1204)</li> <li>4. a, b are two different alignments. <ol style="list-style-type: none"> <li>a) Current alignment of flow from Birmingham PS to Birmingham WWTP</li> <li>b) Alignment around the edges of parcels between Birmingham PS and Birmingham WWTP</li> </ol> </li> </ol>			

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

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

The Project Management and Administration services are developed based on the total anticipated schedule, as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

**Task 101 Project Management**

DP will provide ongoing communication with the Client’s project manager and the project team. A monthly progress report and invoice will be submitted to track progress. Correspondence shall include



agendas, meeting notes and logs. Agendas to be issued 3 days in advance of meetings and a draft of meeting notes issued no later than 1 day following meetings.

Facilitate ten (10) additional team meetings on a monthly basis to maintain communications flow and plan development. Calls with City’s project manager and appropriate team members will be conducted to work through current project discussion items. Any items/needs that may affect project schedule will be encouraged to be brought to CITY’s attention outside of progress meetings for the duration of the Feasibility Study completion. The additional meetings are designed below:

- *Project Kick Off Meeting:* This meeting will include four or five representatives of the CDM Smith team with a half day workshop with the City to review the project scope, schedule, and expectations. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.
- *Ten Monthly Progress Meetings* – These will be virtual meetings varying between one and two hours with two to four CDM Smith representatives based on the scope of discussion. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

**Task 102 Monthly Invoicing**

DP will prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices will be uploaded to the CITY’s project document management system (eBuilder). Each invoice by DP and Subconsultants will be itemized as follows:

Task Series 100      Project Management and Administration

Task Series 1200    Birmingham Feasibility Study

Task Series 1300    Conceptual Design

A copy of the Subconsultant utilization report shall be attached to each monthly invoice.

**Task 103 Provide Monthly Status Report**

No change from Amendment 2/3. Provide notification of subs that have invoices that have not been submitted in the last 60 days.

**Task 104 Subconsultant Agreements and Administration**

No change from Amendment 2/3.

**Task 105 Document Management**

No change from Amendment 2/3.

**TASK 1200 – BIRMINGHAM FEASIBILITY STUDY**

The DP will develop the Birmingham Feasibility Study to identify the proposed forcemain alignment and sizing, HRT sizing under various flow and loading scenarios based on the location, constructability requirements, and prepare a class five opinion of probable cost as outlined below.

#### Birmingham Feasibility Study Outline:

- Executive Summary
- Section 1: Introduction
  - Introduction, Planning and Service Area, Population Projection and Planning Period
- Section 2: Existing Facilities Evaluation
  - Existing System Description, Hydraulic Capacity Determination, Organic Capacity Determination
- Section 3: Project Alternative Analysis
  - High Rate Treatment Technology Selection and Project Standardization Approaches
- Sections 3, 4, 5 and 6: Alternative Descriptions and Design Criteria
- Section 7: Alternative Cost Opinions
- Section 8: Non-Cost Criteria
- Section 9: Recommended Project Alternatives Summary and Justification
- Appendices: TBD

**Task 1201 – Review Existing Assets.** The DP will request and review available data including but not limited to: process data, operational data, existing drawings, schematics, site plans, record drawings, flood plain and floodway data, existing geotechnical reports, previous relevant studies and cost opinions, and other sources provided by the City necessary to understand the historical progression of improvements and the current condition of the Birmingham PS, Blue River PS, and the Birmingham WWTP and relevant studies and models of the collection system served by this area.

As part of this evaluation, up to four CDM Smith personnel will make a two day site visit to all four sites in the presence of the City to walk the sites and collect photos and speak with operators at the PSs, the WWTP, and drive the forcemain alignments.

*Project Standardization Workshop with Carollo and the City* – This will be a virtual meeting with three CDM Smith representatives to discuss standardization between the two Feasibility Studies. The expectation is that Carollo will prepare and lead the meeting and CDM Smith will attend and provide input. This meeting will identify the project standards CDM Smith is to follow in performing their work under this scope.

#### **Task 1202 Buckeye WWT Consideration**

The DP will propose preliminary sizing and siting of HRT assets at the existing Buckeye Pump Station. The HRT facility will discharge effluent into Missouri River via Buckeye Creek. After preliminary sizing and siting of HRT assets, the DP will provide an Opinion of Probable Cost for three (3) wet weather handling assets.

- a) HRT facility at Buckeye Pump Station treating flows from Buckeye PS.
- b) Wet Weather pump station from Buckeye PS to Blue River
- c) Wet Weather Pump Station From Buckeye Pump Station to Birmingham

The Opinion of Probable Cost will include contingency, electrical and I&C allowances, piles under water bearing structures, 80 ft easements, and fusible PVC under the Missouri River.

**Task 1203 Preliminary HRT Technology Selection.** The DP will review the available data and perform a preliminary screening of available technologies for high-rate treatment that could be employed at the

various sites. This information, along with a summary of the findings from Task 1201, will be presented in a virtual meeting for City review and concurrence prior to establishing baseline costs, etc.

*High Rate Treatment Technology Workshop:* As there are multiple HRT alternatives and sizing will vary, CDM Smith will have three (3) people attend a standardization workshop to review and agree to the treatment technologies to be considered for the HRT for all three (3) alternative locations during the Feasibility Study portion of work. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

**Task 1204 Quadruple Bottom Line (QBL).** Dry Weather Flows and Wet Weather Flows received at Buckeye Pump Station need to be incorporated into the Birmingham BNR & WWT philosophy. As such, a QBL will be performed for the high-level Buckeye options. The selected Buckeye Option will then be further developed and compared to all Birmingham BNR & WWT facility plan options in a subsequent QBL.

**QBL 1 – Buckeye:**

After Draft Documents from Task 1204 are prepared and submitted to the City for the Buckeye alternatives only, DP shall review the Financial, Social, Environmental, and Operational Criteria with the City’s representative. All items in the Risk Registry shall be correlated to a criterion within the quadruple bottom line. DP shall host a Workshop to perform the Quadruple Bottom Line Analysis meeting with the City and will report the alternatives with the highest ranking to proceed forward with.

*QBL 1 Workshop:* This will be a half day in-person workshop to review the Feasibility Study Alternatives regarding Buckeye (Task 1202 above) and perform a QBL analysis to determine the selected alternative to advance into second QBL for the overall scope. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

*Buckeye Coordination Workshop* with the City and Smart Sewer Program – This will be a virtual meeting with three CDM Smith representatives to discuss and gather input on the future and design concepts for the Buckeye PS site. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

**Task 1205 Preliminary Site Plan Review.** Taking the information from Tasks 1201 and 1202, the DP will prepare preliminary site plans and forcemain routing maps for the various alternatives. The background maps will be developed using publicly available aerial mapping and GIS data for parcels and utilities, background mapping will be generated for use in preparation of the FS. This information, will be presented in a virtual meeting for City review focusing on site requirements, operation and maintenance requirements, heavy equipment requirements, coordination requirements with project stakeholders, and concurrence prior to establishing baseline costs and in finalizing the Draft Feasibility Study, etc.

*Site Plan Review Workshop:* As there are multiple HRT alternatives and sizing will vary, CDM Smith will have three (3) people attend a site plan review workshop to obtain feedback from the City on the various HRT site plans and related forcemain routs for all four alternatives during the Feasibility Study. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

**Task 1206 Feasibility Study Deliverables.** DP shall submit a Feasibility Study that conforms to the Missouri Department of Natural Resources Feasibility Study requirements. *This will NOT include any review towards the Environmental Review, CATEX or FONSI determination for the selected site, Public Participation, and Estimated User Charge Rate and related Public Hearing.*

<b>Feasibility Study (3%)</b>		
<b>Discipline</b>	<b>Percent Complete</b>	<b>Description</b>
Process	60	<ul style="list-style-type: none"> <li>• Review and validate capacity of existing assets</li> <li>• Flows will be provided by the City</li> <li>• CDM Smith will review operating data and recommend loading projections for the analysis.</li> <li>• Prepare process flow diagram for each alternative</li> <li>• Prepare a site plan for each alternative and force main alignment routes</li> <li>• Perform hydraulic modelling and preliminary pump sizing for all alternatives</li> <li>• Perform either Biowin modelling or process calculations for process sizing for the three HRT alternatives</li> <li>• Develop example plan and section for major process structures</li> </ul>
Site/Civil	5	<ul style="list-style-type: none"> <li>• Prepare preliminary site plans for forcemain alternatives.</li> <li>• There will be four site plans at various locations and various forcemain alternatives.</li> <li>• <b>All forcemains crossing the river shall assume cobbles in the path of the boring.</b></li> <li>• Backgrounds will be based on publicly available data and identify wetlands, floodway and flood plain concerns, and plot lines.</li> </ul>
Geotechnical	3	<ul style="list-style-type: none"> <li>• Review available geotechnical reports to develop preliminary boring plan for selected alternative.</li> </ul>
Electrical	1	<ul style="list-style-type: none"> <li>• Identify emergency power sources and meet with Evergy to discuss available power in the vicinity of the PSs and WWTP</li> </ul>
Risk Registry	10	<ul style="list-style-type: none"> <li>• Develop a Risk Register for each of the eight alternatives using the City provided template. Risks will be prioritized based on likelihood and severity and in general will be broken into one of the four following categories: Operational, Construction, Supplier, and Schedule</li> </ul>
Cost Opinion	5	<ul style="list-style-type: none"> <li>• Develop a AACE Class 5 Opinion of Probable Construction Cost for each of the eight alternatives using standard parametric and commodity cost factors that are consistent with the Blue River Feasibility Study.</li> </ul>
Structural	5	<ul style="list-style-type: none"> <li>• Provide the process team with thoughts on types of foundations and input on site plan and section designs. No discrete deliverable.</li> </ul>
<p><b>Note:</b> Mechanical (HVAC/Plumbing), Asset Management, PIDS, Architectural, Control Block Diagram, and Sequence of Operations will not be addressed in this phase.</p>		

The AACE Class 5 Opinion of Probable Construction Cost identified above for the eight alternatives will:

1. Each Construction Activity in the Above-the-line detail of the OPCC needs to include
  - a. Hourly Rate
  - b. Number of manhours
  - c. Quantity of Materials
  - d. Cost of Materials
  - e. Cost of Equipment
  - f. Total Cost of Construction Activity
  - g. City-approved parametric values
2. Below-the-line detail of the OPCC needs to include
  - a. Allowances
  - b. General Conditions
  - c. Taxes (Sales Tax)
  - d. Insurance (General Liability, Builder's Risk, Environmental and Pollution)
  - e. Bonds
  - f. Escalation (Material Escalation, inflation, and interest)
  - g. Overhead and Profit  
Contingency

**Task 1207 QBL 2 – Feasibility Study QBL:**

After Draft Documents from Task 1204 are prepared and submitted to the City incorporating the results from QBL 1, DP shall review the Financial, Social, Environmental, and Operational Criteria with the City's representative. All items in the Risk Registry shall be correlated to a criterion within the quadruple bottom line. DP shall host a Workshop to perform the Quadruple Bottom Line Analysis meeting with the City and will report the alternatives with the highest ranking to proceed forward with.

*QBL 2 Workshop:* This will a half day in-person workshop to review the Feasibility Study Alternative and perform a QBL analysis to determine the selected alternative to advance into Conceptual Design. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

**Task 1208 Draft and Final Feasibility Study.** DP will prepare the Draft and Final Reports after QBLs 1 and 2 based on the information provided above. Once the Draft Plan is completed, it will be submitted to the City for review. A one-hour virtual meeting will be held to review comments on the draft report. The final report will be submitted in an electronic format with three hard copies for the City's use.

**TASK SERIES 1300 – CONCEPTUAL PLAN**

The DP will develop a Conceptual Plan that is the culmination of a 10% Level of Engineer Effort.

**Task 1301 Design Technical Memorandum.** DP will prepare a technical memorandum to describe the project basis, key project considerations, requirements of each discipline (process, civil, environmental, security, structural, architectural, piping, mechanical, electrical, instrumentation and controls), existing O&M expertise of City personnel, additional required O&M expertise of City personnel, and data management practices. DP will develop Project Design Criteria that is the culmination of Federal, State and City standard, industrial standards, and sizing requirements.

**Task 1302 Phase I Environmental Site Assessment Study.** DP shall provide Phase I environmental site assessments for the planned alignments. Phase I will be evaluated through a review of regulator

databases, historical sources, interviews and questionnaires to the user/owner, and a site reconnaissance. Based upon findings, DP shall identify which (if any) parcels are recommended for a full phase II environmental site assessment.

**Task 1303 Conceptual Design** Conceptual Design must include potential project delivery methods, project phasing, forecasted EPA requirements, asset lifecycles, etc. It should also have enough information to develop a Class 4 OPCC and recommend project delivery methods to complete the work.

<b>Conceptual Design (10%)</b>		
<b>Discipline</b>	<b>Percent Complete</b>	<b>Description</b>
Process	60	<ul style="list-style-type: none"> <li>Process Flow Diagrams</li> <li>Integrated Liquid and Solids Model</li> <li>Documentation of Model Parameter and Scenarios</li> <li>Major piping draw as a Single-Line Diagram</li> <li>Representative Plan and Section for Facilities</li> </ul>
Site/Civil	10	<ul style="list-style-type: none"> <li>Site Plan at the PS or HRT Site</li> <li>Yard Piping Plan at the PS or HRT Site</li> <li>Plan view only forcemain routing drawings</li> </ul>
Geotechnical	10	<ul style="list-style-type: none"> <li>Perform preliminary borings around river crossing</li> <li>Develop a boring plan for the remainder of the project (Geotechnical planning &amp; design shall be subcontract to the DP.)</li> </ul>
Structural	5	<ul style="list-style-type: none"> <li>Areas of structural rehabilitation identified</li> <li>Foundation type of new facilities identified</li> <li>No structural drawings will be prepared at 10%.</li> </ul>
Electrical	1	<ul style="list-style-type: none"> <li>Power study of existing equipment</li> <li>Draft Load table for equipment</li> <li>SCADA connectivity method determination</li> <li>One-Line Diagram</li> </ul>
HVAC/Plumbing	2	<ul style="list-style-type: none"> <li>Identify Condition Spaces</li> <li>Develop a Draft NFPA determination</li> <li>Identify Plumbing Needs Associated with the PS or HRT</li> </ul>
Architectural	5	<ul style="list-style-type: none"> <li>Develop Plan View of the new proposed Building and a Section of the Report discussing building materials</li> </ul>
PIDs	30	<ul style="list-style-type: none"> <li>Develop Below-the-Line Process Equipment and Instruments</li> <li>Develop a System Architecture Drawing</li> <li>Prepare a section of the report identifying the scope of controls</li> </ul>
Risk Registry	25	<ul style="list-style-type: none"> <li>Develop a Risk Register for each of the eight alternatives using the City provided template. Risks will be prioritized based on likelihood and severity and in general will be broken into one of the four following categories: Operational, Construction, Supplier, and Schedule</li> </ul>
Cost Opinion	5	<ul style="list-style-type: none"> <li>Develop a AACE Class 4 Opinion of Probable Construction Cost for each of the eight alternatives using standard parametric and commodity cost factors that are consistent with the Blue River Feasibility Study.</li> </ul>



**Note:** Asset Management, Control Block Diagram and Sequence of Operations will not be addressed in this phase.

**Task 1305 Draft and Final Conceptual Design.** DP will prepare the Draft and Final Reports based on the information provided above. Once the Draft Conceptual Design is completed, it will be submitted to the City for review. A workshop will be held to review comments on the Draft Concept Design. After receipt of City review comments, the final report will be submitted in an electronic format with three hard copies for the City's use.

*Concept Design Review Workshop:* This will be a half day in-person workshop to review the results of the Conceptual Design. CDM Smith will prepare and be responsible for the project agenda, workshop slides, and project meeting summary.

## **END OF SCOPE OF SERVICES**

**ATTACHMENT 2-3**

**CDM SMITH**

**SCHEDULE OF POSITION CLASSIFICATIONS**

**RAW BILLING RATE SCHEDULE**

**(Rates are for the period from January 1, 2023 through December 31, 2023)**

<u>LABOR CATEGORIES</u>	<u>RAW HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER 1-2	\$25 to \$58
ENGINEER 3-4	\$41 to \$74
ENGINEER 5-6	\$52 to \$87
ENGINEER 7-8	\$60 to \$97
PROJECT MANAGER (PM)	\$69 to \$116
SENIOR PROJECT MANAGER (SPM)	\$74 to \$121
CLIENT SERVICE LEADER (CSL)	\$82 to \$128
QUALITY CONTROL MANAGER	\$75 to \$120
PRINCIPAL IN CHARGE (PIC)	\$82 to \$130
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$21 to \$40
DRAFTER 3-4	\$26 to \$48
DRAFTER 5-6	\$33 to \$56
DRAFTER 7-8	\$40 to \$63
<u>PROFESSIONAL ADMINISTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$21 to \$55
PROJECT ADMINISTRATOR	\$23 to \$59
CONTRACT ADMINISTRATOR	\$28 to \$63

## ATTACHMENT 8

### Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

**Ban the Box in Hiring and Promotion.**

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

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

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

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 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, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

**Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

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

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

#### Sec 3. Insurance.

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



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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory  
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Tax Compliance.**

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

#### **Sec. 17. Assignability and Subcontracting.**

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

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

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

#### **Sec. 18. Conflicts of Interest.**

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

#### **Sec. 19. Conflict of Interest - Certification.**

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

#### **Sec. 20. Buy American Preference.**

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

#### **Sec. 21. Independent Contractor.**

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

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221\\_678150.shtm](http://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.

**Sec. 23. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

**Sec. 24. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Sec. 25. Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Sec. 26. Non-Discrimination in**

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

**Sec. 27. Ban the Box in Hiring and Promotion.** Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

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

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

**Sec. 28. Affirmative Action.**

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

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

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

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

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

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

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

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

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 4**  
**CONTRACT NO. 1171     PROJECT NO. 81000500**  
**BIRMINGHAM HEADWORKS AND ELECTRICAL IMPROVEMENTS**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on May 7, 2015, as follows:

WHEREAS, City has previously entered into a contract dated May 7, 2015 in the amount of \$1,100,000.00; and

WHEREAS, the City executed an Amendment No. 1, in the amount of \$1,063,000.00, for a total contract amount to \$2,163,000.00 on September 27, 2019; and

WHEREAS, the City executed an Amendment No. 2, in the amount of \$2,263,344.81, for a total contract amount to \$4,426,344.81 on April 11, 2022; and

WHEREAS, the City executed an Amendment No. 3, in the amount of \$372,059.00, for a total contract amount to \$4,798,403.81 on September 15, 2023; and

WHEREAS, the City desires to execute Amendment No. 4, in the amount of \$842,600.00, to amend the total contract amount to \$5,641,003.81; and

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

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

- A. Add the following section(s):
  - a. Under Attachment 1 – Scope of Services, add Attachment 1-4 – Additional Scope of Services; and
  - b. Under Attachment 2 – Engineering Fee Summary and Schedule of Position Classifications, add Attachment 2-4 – Schedule of Position Classifications.
- B. Delete and replace the following section:
  - a. Delete Sec. 4, Compensation, Subparagraph A and replace with the following Sec. 4, Compensation, Subparagraph A:
    - A. The maximum amount that City shall pay Design Professional under this Agreement is **\$5,641,003.81**, 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment 7**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments 1, 1-1, 1-2, 1-3 and 1-4**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments 2, 2-1, 2-2, 2-3 and 2-4**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$\_\_\_\_\_. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional \$\_\_\_\_\_ (\$\_\_\_\_\_ for MBE, \$\_\_\_\_\_ for WBE), reproduction of deliverables, local transportation and public outreach materials. Non-local travel expenses must be preapproved by the City.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$\_\_\_\_\_ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachments 2, 2-1, 2-2, 2-3 and 2-4**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional's Basic Services defined in **Attachments 1, 1-1, 1-2, 1-3 and 1-4** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachments 2, 2-1, 2-2, 2-3 and 2-4** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments 1, 1-1, 1-2, 1-3 and 1-4** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments 1, 1-1, 1-2, 1-3 and 1-4**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of



breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, including a breakdown of previous invoiced amounts, total contract amounts, and total of approved optional service amounts, monthly status report, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Right and Equal Opportunity (CREO KC) Department.

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

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

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City's Director of 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)