ATTACHMENT 1

CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES

Project No. 89060886
City of Kansas City, Missouri Public Works Department
18th Street Pedestrian Mall - Paseo Blvd to Woodland Ave
Revised 5.5.2025

The general scope of this work includes the project construction observation, documentation, construction administration activities, resident project representative services for the 18th Street Pedestrian Mall and overall coordination of several construction projects anticipated to be under construction in the immediate 18th & Vine District. The Consultant shall discontinue services upon completion of this scope or upon reaching the limits of the contract fee whichever occurs first.

Project Description:

18th Street Pedestrian Mall Streetscape

The project consists of streetscape modification of streets in the 18th & Vine Jazz District, 18th Street from The Paseo to Woodland as well as extensions on Vine St. and on Highland Ave, immediately north and south of 18th Street. The "Nook" at the southwest corner of 18th & Highland is also included. 2025Estimated construction services NTP is 5/15/2025.

Estimated construction duration of the Pedestrian Mall project is 12 months with 2 months of close out.

Coordination of construction activities in 18th & Vine Jazz District.

Estimated duration of coordination of construction activities in the district is 24 months

The 18th & Vine Jazz District is experiencing an explosion of projects, many of which will be occurring at the same time as the duration of the 18th Street Pedestrian Mall project. These projects are the Negro Leagues Baseball Museum and Hotel at 18th & the Paseo, the City owned parking garage at 18th & Grove, a private apartment project wrapping the above mentioned garage at 18th & Lydia, the Jazz District Apartments and Commercial project on the south side of 18th Street between the Paseo and Vine Street, the Boone Theater at 18th and Highland, sanitary sewer relocation and construction in the Paseo and on 18th Street related to the Negro Leagues Museum and Hotel, improvements to the Paseo from the Paseo bridge over the KC Terminal Railway to north of 17th Terrace and the Parade Park redevelopment at 18th & Woodland. Each of these projects will have an impact on local infrastructure and on local traffic patterns. The scope of services here is to coordinate construction activity on these projects so that each can be completed with minimal negative impact on the traveling public, businesses and residents in the District. A graphic showing these projects is included at the end of the scope of services. These projects are anticipated to have a duration of 24 months.

TASK SERIES 100 – GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Scope of Services identified herein and subconsultants employed by the CONSULTANT in completion of the work. The role of the CONSULTANT is not to manage the Contractors operation.

Task 101 General Project Management Services:

CONSULTANT shall provide project management services necessary throughout the project to successfully manage and complete the scope of services outlined herein. This includes project correspondence and consultation with CITY staff related to CONSULTANT's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources; and continuous monitoring of CONSULTANT's work progress.

Task 102 Monthly Invoicing:

CONSULTANT shall prepare and submit monthly invoices on a form acceptable to the CITY.

Task 103 Sub consultant Agreements and Administration:

CONSULTANT shall prepare a scope, budget, schedule, and agreement for its subconsultants involved in the project. Conduct coordination meetings as required to manage subconsultants, to review deliverables, and to execute the defined scope of work.

TASK SERIES 200 - BID PHASE SERVICES

Bid phase services are covered in the design professional contract

TASK SERIES 300 THROUGH TASK SERIES 500 shall be specifically applicable to the 18th Street Pedestrian Mall Project and not to TASK SERIES 600 – COORDINATION OF JAZZ DISTRICT CONSTRUCTION PROJECTS. The CONSULTANT'S scope of services with respect to TASK SERIES 300 THROUGH TASK SERIES 500 shall generally consist of the DESIGN PROFESSIONALS construction administration services plus RPR services as described in the general conditions of the construction contract.

TASK SERIES 300 - CONSTRUCTION PHASE ENGINEERING SERVICES

CITY's project manager shall act as the primary point of contact with the CONTRACTOR for the 18th St. Pedestrian Mall project. Verbal communication with the CONTRACTOR, if needed, shall be as authorized by the CITY's project manager. It is anticipated that there will not be a need for direct communication between the CONSULTANT and CONTRACTOR at the project manager or assistant project manager level except at monthly project progress meetings.

Task 301 Contractor's Schedules:

1. CONSULTANT shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. CONSULTANT shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. CONSULTANT shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. CONSULTANT shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. CONSULTANT's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as applicable for

CITY to keep existing facilities in operation as specified in the Construction Contract documents. CONSULTANT shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input, and acceptance. Review comments acceptable to the CITY shall be transmitted to the CONTRACTOR, by the City Project Manager.

Task 302 Meetings, Conferences, and Site Visits:

1. CONSULTANT shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. CONSULTANT shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. CONSULTANT shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web-based document management system.
2. CONSULTANT shall attend up to 14 monthly progress meetings, and other meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. If work progress justifies, the DESIGN PROFESSIONAL representatives of the CONSULTANT shall make up to a 2-hour site visit, prior to or after monthly progress meetings. CONSULTANT shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY provide comments directly to CONTRACTOR.
3. Design representatives of the CONSULTANT shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The CONSULTANT shall perform up to 12 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the substantial completion inspection, and the final completion inspection.

Task 303 Document Management:

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

Task 304 Submittals:

CONSULTANT shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, 3rd party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the

CONTRACTOR. CONSULTANT's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. CONSULTANT's review and approval of submittals shall be for conformance with the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, or inconsistencies, and will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Construction Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
2. CONSULTANT's review and approval of submittals or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Construction Contract Documents unless CONTRACTOR has in writing called CONSULTANT's attention to each such variation at the time of submission as required by the Construction Contract Documents and CONSULTANT has given written approval of each such variation by specific written notation thereof incorporated into or accompanying the submittals or samples approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for complying with the requirements of the Construction Contract Documents or from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions.
3. CONSULTANT will respond to submittals posted to CITY's document management system within ten (10) consecutive calendar days.
4. Upon completion of its review of each submittal, the CONSULTANT will retain one (1) copy for its records.
5. To establish the basis for CONSULTANT's compensation, up to 50 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by CONSULTANT as an Optional Service.

Task 305 Payment Requisitions:

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

1. To establish the basis for CONSULTANT's compensation, up to 16 applications for payment, are budgeted to be reviewed as part of the Scope of Services. Additional applications for payment may be reviewed by CONSULTANT as an Optional Service.

Task 306 Interpretations of Contract Documents:

CONSULTANT shall issue within 5 business days written clarifications or interpretations of the requirements of the Construction Contract Drawings and Specifications prepared by the CONSULTANT. Interpretation of documents prepared by the CITY shall be performed by the CITY. CONSULTANT's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review, approval, and distribution of final version by the CITY to the CONTRACTOR, CONSULTANT and RPR.

To establish the basis for CONSULTANT's compensation, up to 85 RFIs are budgeted to be reviewed as part of the Scope of Services.

Task 307 Changes to Contract Documents:

CONSULTANT shall issue with r 5 business days any additions, revisions or modifications to the Construction Contract Drawings and Specifications for the purpose of clarifying design intent or adjusting design details. This does not include any additional design efforts for unforeseen circumstances that may arise during construction activities in the field. CONSULTANT's Supplemental Design Instructions (SDI) shall be provided to the CITY for review, approval, and distribution of final version by the CITY to the CONTRACTOR, CONSULTANT and RPR.

To establish the basis for CONSULTANT's compensation, up to 10 SDIs are budgeted to be developed as part of the Scope of Services.

Task 308 Assist in Evaluating Work Change Directives and Change Order Requests:
CONSULTANT shall assist CITY in developing and evaluating Work Change Directives and Change Order requests submitted by the CONTRACTOR or initiated by CONSULTANT's issuance of request for proposal. CONSULTANT shall evaluate the construction cost and schedule impact of each Change Order and/or Work Change Directive request. CONSULTANT shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule. CONSULTANT shall review Change Order and Work Change Directive requests and cost proposals prepared by the CONTRACTOR for the contemplated work. CONSULTANT shall prepare a written recommendation stating the reason for each Change Order and Work Change Directive request and recommended action by CITY. CONSULTANT shall assist CITY with negotiation of Change Order and Work Change Directive requests with CONTRACTOR prior to CONTRACTOR's start of work defined in each Change Order and Work Change Directive request. If the CITY determines that CONTRACTOR must competitively bid certain subcontractor work covered under a Change Order and Work Change Directive request, CONSULTANT shall review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY.

To establish a basis for CONSULTANT's compensation, up to 12 Change Order or Work Change Directive requests are budgeted to be evaluated and prepared. CITY shall execute all Work Change Directives and Change Orders covering changes in the work, changes in the contract price or contract times for work defined in Change Order and Work Change Directive requests and agreed upon by CITY and CONTRACTOR. Approved change orders shall be incorporated promptly into the payment applications to facilitate payments to Contractor.

Task 309 Substantial Completion and Final Completion Inspection:

1. Substantial Completion Inspection: CONSULTANT shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction. CONSULTANT shall submit to the CITY a statement of substantial completion.
2. Final Completion Inspection: CONSULTANT shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. CONSULTANT shall submit to the CITY a statement of final completion.

3. CONSULTANT shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 400 – RESIDENT PROJECT REPRESENTATIVE SERVICES

CONSULTANT shall provide a Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 12 month period to Substantial Completion and a 2-month final closeout period.

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

RPR is CONSULTANT's Agent at the site, shall act as directed by and under the supervision of CONSULTANT, and shall confer with CONSULTANT regarding his actions. RPR's dealing in matters pertaining to the on-site work shall in general be only with CONSULTANT and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR.

1. Anticipated RPR Level of Effort: To establish a basis for CONSULTANT's compensation for resident inspection, the RPR's effort is based on one full-time (40 hours per week) and one ½ time (20 hours per week) RPR. This assumption does not include a surplus fee for overtime charges beyond 40 hours per week for each individual RPR. RPR services will begin with the CONTRACTOR's Notice to Proceed and will continue through Project Close Out. CONSULTANT shall manage the effort so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. CONSULTANT 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.

4. General Responsibilities. RPR shall be present for pre-construction photography and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, CONSULTANT, and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting a Substantial Completion inspection and final completion inspections of the work.

Task 401 Pre-Construction Review:

The scope of this work includes a pre-construction review of plans, specifications, and schedule of values.

Task 402 Field Observation:

The scope of this work includes the project observation, construction administration, and documentation for the above referenced project.

The CONSULTANT shall provide a lead representative.

The tasks shall consist of the following items:

Daily construction observation and documentation

Daily construction administration and coordination with the City of Kansas City, Contractor, and affected business and property owners. The Contractor has primary responsibility for maintenance of access for businesses and property owners..
Post construction activities to determine that the project is completed and accepted by the City

The detailed scope of services is as follows. The lead representative will:

1. Take responsible charge for the daily administration of the project.

2. Serve as the main point of contact between the business / property owners and the City of Kansas City. This will include processing complaints from business and property owners by utilizing the City's formal complaint process.

3. Attend a -periodic contractor construction progress meeting. This will include the incorporation of necessary utility relocations. The Contractor shall take and distribute meeting minutes to the City and other attendees. It is anticipated that a minimum of bi-weekly meetings for the duration of the project will be needed.

4. Ascertain that all tests are performed according to the contract documents. All materials testing will be performed by the City of Kansas City, Missouri - Public Works lab section. Scheduling of testing will be coordinated by the Contractor.

5. Provide daily oversight coordination of the project traffic control and detour signage with the Contractor. This task will also include daily reviews of nighttime traffic control set-ups and nighttime reviews (drive-thru's) of major traffic control phase changes.

6. Review change orders and submittals prepared by the Contractor to the City with recommendations for processing and approval in Trimble.

7. Meet with the contractor and Public Works Department personnel monthly to review monthly pay estimates in Trimble

8. Be on-site when the contractor is working on contract items that require inspection as designated in the Contract Documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item.

9. Compile a Daily Observation Report that documents the contractor's construction activity, contractor's personnel and equipment utilized. This information will transfer the following day to. Trimble

10. Review of RFI requests submitted by Contractor to the City for interpretation or clarification on the intent of the plans and/or specifications to the City for their review and response. Coordinate with the City, the communication of this response to the prime contractor.

11. Provide field book documentation of contract pay items as they are incorporated into the project daily and a detailed field dairy. Quantities and daily reports can be maintained digitally.

12. Keep and maintain project files of the contractor's certifications of materials incorporated into the project and shop drawings. The City will approve all materials certifications prior to their incorporation into the project.

13. Determine whether the contractor is generally adhering to the specifications and plan documents through on-going observations.

14. Provide weekly oversight of compliance with the Contractor's SWPP Plan and the project's erosion control measures or after a ½ inch rain event on project required documentation. Maintenance of erosion control measures and compliance with the SWPP Plan is the Contractor's responsibility.

15. Report to CONSULTANT's DESIGN PROFESIONAL representatives and City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with plans, specifications, and design concepts.

16. Advise City Engineering personnel, and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been accepted by the CONSULTANT or City.

17. Provide transportation, equipment, tools, and incidentals as necessary to perform construction site monitoring services. The cost of these items will be included in the hourly rate provided.

18. Compile an email daily of the contractor's construction activity, contractor's personnel and equipment utilized and attach three pictures of the activity by 12;00 pm the following day.

19. Attend final walk-through. Compile notes and distribute the final punch list to the prime contractor and to the City.

20. Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.

21. Complete and submit to the City the final paperwork required by the contract documents.

22. Review the final pay estimate and the final change order and submit to the City.

23. Attend final close out meetings with the City.

TASK SERIES 500 – 18TH STREET PEDESTRIAN MALL PROJECT CLOSEOUT

Task 501 Construction Record Drawings:

Upon Achievement of Full Operation and the CONTRACTOR's submittal of record drawing markups, CONSULTANT shall prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the CONSULTANT's RPR that show changes to original drawings made during construction. CONSULTANT is not responsible for any errors or omission in the information from others that is incorporated into the record drawings. CONSULTANT shall provide an electronic PDF version of full-size drawings.

Task 502 Project Closeout:

1. CONSULTANT shall provide technical assistance in the identification of project punch list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work.

CONSULTANT shall close out the construction contract including warranties, liens, functional and performance testing results, outstanding claims, and final payment.

TASK SERIES 600 – COORDINATION OF JAZZ DISTRICT CONSTRUCTION PROJECTS

1. CONSULTANT shall facilitate bi-weekly construction coordination meetings with a project representative from each active construction project in the district to review communication, coordination and procedures and to discuss the impact of each project's construction activities on the traveling public and on district residents and businesses. The goal is to coordinate each project's construction activities so that each project will have a minimal impact and that the construction activities of one project will not be at odds with another. Each individual project is expected to have a requirement for production and submission of a traffic control plan in accordance with City regulations. The CONSULTANT's responsibility is to coordinate the traffic control plans of the individual projects to assist the various contractors to provide for the safe passage of automobile, bicycle and pedestrian traffic through construction zones and through the District. The CONSULTANT's role is not to produce a master traffic control plan, but to coordinate and assist in resolving conflicts and to provide an on the ground resource between the various contractors and projects and the City.
2. CONSULTANT shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. CONSULTANT shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web-based document management system. CONSULTANT shall attend up to 48 bi-weekly progress meetings over a two-year period from NTP.
3. CONSULTANT shall make periodic visits to each construction project site primarily to observe traffic control and coordination with other project needs and to assist with resolution of construction conflict issues during the project. The CONSULTANT shall perform up to 48 periodic site visits. Daily monitoring of traffic control devices will be the responsibility of the individual Contractors.
4. Work with and coordinate with any public engagement efforts undertaken by the City to keep the traveling public, district businesses and district residents abreast of construction activities resulting from any of the projects occurring in the district.

TASK SERIES 700 PUBLIC INVOLVEMNT AND COMMUNITY COMMUNICATIONS

Task Series 700 Eliminated per City of KCMO