

DESIGN PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 1639 / PROJECT NO. 81000982
PIED CREEK PUMP STATION EXPANSION AND REHABILITATION
WATER SERVICES DEPARTMENT

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

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this Agreement are for the following project:
Pied Creek Pump Station Expansion and Rehabilitation Project

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

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

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$590,000.00, as follows:

1. \$245,464.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C**. 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 \$284,536.00. The following are the reimbursable expenses that City has approved: Subcontractors direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation to the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$60,000.00 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 **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City may revise the Design Professional's Basic Services defined in **Attachment A** 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 **Attachment C** 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 **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series 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 **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

- D. 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 Rights and Equal Opportunity Department (CREO KC).

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

City:

Water Services Department
Wes Minder, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: 816-513-0504
E-mail address: Wes.Minder@kcmo.org

Design Professional:

AECOM Technical Services, Inc.
Janet Strickland
2380 McGee Street, Suite 200
Kansas City, MO 64108
Phone: 816-410-6380
E-mail address: janet.strickland@aecom.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

E. Provide City–Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee and Schedule and Position Classifications

Attachment D – City-Licensed Geographical Information System Data

Attachment E – CREO KC Documents

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Attachment H – Non-Construction Application for Payment

Attachment I – CREO 14 Affirmative Action Program Affidavit

Attachment J – CREO Contract Assurances Addendum

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractors it has listed on **Attachment G**, “Non-Construction Subcontractors Listing” form.

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

Sec. 12. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. 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 CREO KC Department, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of

the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. 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. 14. 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: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Wes Minder

Title: Director

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

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 . 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.

ATTACHMENT A
SCOPE OF SERVICES

EXHIBIT B

SCOPE OF SERVICES

Owner: City of Kansas City, Missouri
Project: Pied Creek WW Pump Station Expansion and Rehabilitation
City Contract No.: 1639
City Project No: 81000982

I. GENERAL

The following paragraphs provide a general description of the Basic Scope of Services (at times referred to as the “Work”) required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP).

The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri is contracting with AECOM Technical Services, Inc. (AECOM, or the DP) to provide a Watershed and Pump Study, which will include projections of future flows and loads, current design capacity evaluation, current plant condition, and recommendations for upgrades, repairs, and process improvements for the Pied Creek Wastewater Treatment Pump Station at 6615 Eastside Drive, Kansas City, MO 64152.

A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking this project to develop a facility plan for its Pied Creek WWPS to account for changing conditions in the watershed area, current condition of pump station assets, and future regulatory requirements.
2. Previous reports, the Wastewater Master Plan, contract documents for the Upper Rush and Weatherby Lake Pump Stations Project, operations data, lab data, as-built drawings, existing watershed models, and the Watershed Master Plan shall be made available to the DP.
3. DP shall review existing information to confirm that the key data, assumptions, and practices used in analysis of the Pied Creek Watershed separate storm sewer system are reliable and appropriate.
4. DP shall build upon its knowledge of the Pied Creek Storm sewer system and the overall project area.
5. DP shall use existing watershed models and the Watershed Master Plan of the area to establish a strong working knowledge of these tools and their use in the analysis.
6. DP shall use e-builder document management system.
7. DP shall provide an S curve with invoice.
8. DP 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.

9. DP shall review existing geotechnical reports and indicate if additional borings are advised.
 10. Any Instrumentation & Controls (I&C) work will be performed per WWTD I&C standards.
 11. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.
 12. Area of this study includes all watersheds that are conveyed to the Pied Creek Pump Station in addition to the North Brush Creek watershed which is experiencing development pressures.
- B. Follow-On Phases. At the discretion of the CITY and after completion of the Basic Scope of Services, the DP may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Pied Creek WW Pump Station.
- C. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Department of Planning and Development, Department of Aviation, other utilities, City vendors, City's relevant wholesale customers, City consultants including HDR (Regulatory Compliance Assistance), SCADA project with Black and Veatch, Storm Water Utility/Engineering, the Smart Sewer Program, and City contractors.
- D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects
 3. Task Series 300 - Facility Plan
 4. Task Series 400 - Envision™ Sustainability Design
- E. Travel. DP 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.
- F. 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 shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- G. Closeout. DP will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.
- H. Capital or Annual 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 DP has no control over the cost of labor, material or

equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids, or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. DP shall discuss below the line factors with the City prior to the development of opinions. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs. DP will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. DP 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 WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices or the DP office's where the cost estimating team is based.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. DP will complete Task Series 100 through 400 within 365 calendar days following the City's issuance of a Notice to Proceed to DP. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
2. If the flow monitoring under Task 202.3 has to be extended beyond the 90-day base monitoring period or is received later than August 11, 2023, it may impact the completion schedule noted above.
3. If the sewer model under Task 203.1 is received later than October 1, 2023, or if Optional Services are used to update the model beyond the Basic Scope of Services, it may impact the completion schedule noted above.

- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

- A. The following Task Series describe the Basic Scope of Services to be provided by the DP under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project administration management services throughout the Project to successfully manage and perform the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; development and implementation of a project specific health and safety plan; development and implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

DP will prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:

- a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Major changes in personal assignments from the RFP should be noted and approved of by the CITY.
- b. A summary of the Project's scope of services.
- c. Detailed cost-loaded schedule for performance of all work.
- d. Sustainable planning and design goals, objective, and processes.
- e. Define paths of communication on the project.
- f. Define issues requiring special coordination with CITY, and/or adjacent projects.

DP will submit the draft Work Plan (a single electronic file in portable document format - PDF) within 7 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. DP will revise the draft Work Plan to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan will be updated and maintained throughout the Project, with updates provided to CITY when requested.

Deliverables

- Work Plan (electronically in PDF format).

Task 102 Monthly Invoicing and Work Status Reports

DP will prepare and submit monthly invoices (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which will accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed will be attached with each invoice. The monthly progress status reports will document work progress, the percentage of completed work, earned value, schedule status, and budget status. 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, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative will be provided to describe the work activity performed for

each task within each Task Series. DP will provide WSD with a narrative description of individuals' work, if requested.

Deliverables

- Work Status Reports with Invoices (monthly, electronically in PDF format).

Task 103 Subconsultant Agreements and Administration

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

Deliverables

- M/WBE subcontractor utilization reports (submitted with monthly Work Status Reports under Task 102).

Task 104 Quality Control

DP's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Deliverables

- None.

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP will organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's proposed work Plan, and other logistics of project execution, including anticipated Project schedule, cost loaded schedule, and expected MBE/WBE utilization schedule, and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff 3 business days prior to the meeting and prepare and distribute the meeting minutes within 1 business day of the meeting date.

Deliverables

- Project Kickoff Meeting Agenda and Minutes (10 hard copies of agenda plus electronically in PDF format; minutes electronically in PDF format only).

Task 106 Progress Meetings

Participate in up to seven (7) two-hour monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

Deliverables

- Meeting Agenda and Minutes (10 hard copies of agenda plus electronically in PDF format; minutes electronically in PDF format only).

TASK SERIES 200 - SITE INVESTIGATION, REVIEW OF EXISTING WORK, AND REVIEW OF PREVIOUS PROJECTS

Task 201 Review Existing Documents and Drawings

DP will review pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotechnical reports, existing non-destructive testing data, models, and other sources provided by the CITY.

DP is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by City or obtained from generally accepted sources within the industry, except to the extent such verification by Design Professional may be expressly required as a defined part of the services.

Deliverables

- None.

Information / Support Required from City

- Provide sources of data as described above.

Task 202 Site Investigations

The DP will perform site investigations that will include site visits, condition assessment, site survey, and flow monitoring as described in the following major Subtasks.

202.1 Site Visits and Condition Assessment

The DP will use the 2017 Wastewater Master Plan Condition Assessment as the basis of the condition of Pied Creek, Upper Rush Creek, Mace Road, Weatherby Lake, Wildwood West, and White Aloe Pump Stations. The DP shall review the Master Plan's Condition Assessment and confirm the improvements recommended by that assessment and/or make additional recommendations based on site visits to each pump station. The site visits to all pump stations will be made in two 8-hour days. The condition assessment of all stations will be limited to documenting major deficiencies in the areas of process, mechanical (HVAC), electrical, and structural/architectural. The condition assessments for all six pump stations will be summarized in a single memorandum. The condition assessment for the Pied Creek Pump Station will additionally be included in the final Facility Plan.

DP will evaluate the Pied Creek Pump Station and provide recommendations for ancillary facility upgrades that are dependent upon age, deterioration and expected service life of systems supporting pump station operation (including pumps, process piping, valves, and electrical and SCADA equipment). Information from the visual inspection will be used to assign a remaining useful life to the major assets at Pied Creek Pump Station. Assets to be evaluated for remaining useful life include pumps, process piping, valves, and electrical and SCADA equipment.

DP assumes that the City will arrange for access and make all provisions necessary for DP to

enter upon public and/or private property as required for DP to properly perform the services.

202.2 Site Survey

DP will perform a site survey to indicate existing conditions at Pied Creek Pump Station. Discrepancies found between site conditions and existing as-built drawings will be identified and updated accordingly for inclusion in the final Facility Plan. The site survey will include the following:

1. Utility and existing structure survey at Pied Creek Pump Station: A survey of utilities (natural gas, water lines, and electric) and existing structures will be performed at the Pied Creek Pump Station. This will include setting survey control. The utility survey will be based on utility field locates from One-Call and will be supplemented with utility maps, as-builts, GIS data, and coordination with City personnel on site. The survey of existing structures will include survey locations of the settling basin, trickling filter basins, wet well access hatch, bar screen, pump around, and electrical building. All survey data will be provided on a basemap supplemented with GIS contour data to provide ground surface topography.
2. Utility desktop study along Forcemain corridor: A desktop study of utilities along the force main corridor from Pied Creek Pump Station to Line Creek Interceptor (approximately 3.8 miles) will be performed to identify potential conflicts with existing utilities (gas, electric, water, sanitary sewer, storm sewer both above and below grade). Utility locations will be based on utility maps provided by each respective utility. Traditional “boots on the ground” survey will not be utilized to pick up utility locates. Right-of-way will not be re-established. A discussion of utilities identified as part of the desktop study will be included in the final Facility Plan.

202.3 Flow Monitoring

DP understands that the City will provide flow data, scrubbed and processed flow analysis results, and summary report of flow meter data to the DP for use in this project. Flow meter data will be provided by the City for the following locations:

1. Gravity sewer further upstream in Upper Rush Creek Watershed
2. Gravity sewer upstream of Mace Road Pump Station
3. Gravity Sewer in Pied Creek Watershed upstream of Mace Road Pump Station forcemain connection
4. Gravity sewer upstream of Upper Rush Creek (Weatherby) Pump Station
5. Gravity sewer in Pied Creek Watershed downstream of Mace Road Pump Station forcemain connection
6. Gravity sewer upstream of White Aloe Pump Station
7. Line Creek gravity sewer upstream of Pied Creek forcemain connection
8. Line Creek gravity sewer downstream of Pied Creek forcemain connection

DP will review flow data, flow data analysis, and summary report provided by the City. The rainfall data will be compared to the existing NW 80th @ Walnut Creek Stormwatch rain gauge.

Flow analysis data will be evaluated to determine if sufficient data is provided to complete the hydraulic model. Any additional data needed for the hydraulic model will be requested to the City.

Deliverables

- Pump Station Condition Assessment Memorandum (electronically in PDF format).
- Basemap (electronically in PDF and native file format).

Assumptions and Limitations

- City will arrange for access and make all provisions necessary for DP to perform site visits.
- No topographic survey to generate ground surface contours is included. Conceptual design of the alternatives in Task 300 will be based on record drawings and/or GIS data.
- Basemap provided will include the Pied Creek Pump Station property. The desktop study of the utilities along the forecmain corridor will not be included on the basemap.
- No mapping for below grade piping is included.

Information / Support Required from City

- Provide flow data, scrubbed and processed flow analysis results, and summary report from flow meter data of the eight locations listed.
- Flow monitoring data and analysis will include a 90-day base monitoring period that will capture wet weather events.
- Flow monitoring data and analysis will be received no later than August 11, 2023. Receiving the data after this date may impact schedule and budget for the project.

Task 203 Watershed and Pump Station Study

The DP will perform a watershed and pump station study that will include sewershed modeling, population projections, pump station capacity evaluation, pump station modeling, and alternatives evaluation as described in the following major Subtasks.

203.1 Sewershed Modeling

The DP understands that the City will provide a hydraulic model for use in the Pied Creek Pump Station Alternatives Evaluation (Task 203.5). The hydraulic model will be evaluated to determine if sufficient detail is included to perform the future condition scenario described below and the Alternatives Evaluation (Task 203.5). Any additional data needed for the hydraulic model will be requested to the City. If updates to the model or additional calibration is required in order to perform the Alternatives Evaluation (Task 203.5), it can be provided through Optional Services as outlined in Section IV below.

A future condition scenario will be determined based on zoning and growth assumptions (Task 203.2). Future flows will be added to the hydraulic model based on current City design standards. The hydraulic model will be run under the future condition using the agreed upon wet weather storm event. The future condition analysis will indicate the percentage of existing pipe capacity utilized and relief or replacement sewer needs.

The future condition wet weather flow rates will determine the future flows from each of the pump stations. The future condition wet weather flow rates will be utilized for the analysis of the Pied Creek Pump Station Alternatives Evaluation (Task 203.5).

203.2 Population Projections and Pump Station Capacity Evaluation

DP will coordinate with the Department of Planning and Development and MARC to evaluate population growth in the Pied Creek service area based on approved and anticipated land usage. DP assumes that the Department of Planning and Development will provide future land use plans for the project area for developing population projections and future sewer loading conditions. The sewershed model provided in Task 203.1 will be used alongside future sewer loading conditions to select the flows that will be utilized in the alternatives evaluation for the pump station. The following flow scenarios will be selected as part of the pump station capacity evaluation for use in the alternatives evaluation:

- Present day low (dry-weather) and peak (wet-weather) flows.
- Future (Year 2045) peak (wet-weather) flows.

The selected flow scenarios will be reviewed with the City during the Alternatives Workshop (Task 203.4) prior to inclusion in the alternatives evaluation under Task 203.5.

The City's Public Works Department has adopted APWA Section 5500 for use in design criteria for sanitary sewers and appurtenances. For the pump station capacity evaluation, DP will follow APWA Section 5500 for development of peak hourly design flows for future conditions.

203.3 Pump Station Modeling

DP will utilize a model to evaluate pump station hydraulics. The model will be developed based on existing conditions; the existing wet well size and configuration, present day flows, and existing pump information. Existing conditions system curves will be developed, and the capacity of the force main will be evaluated based on an assumed C-Factor. The model will then be utilized to help refine the alternatives to be evaluated under Task 203.4 using present and future flows. DP will provide recommendations concerning the optimum number, size and type of pump in order to deliver the required flows. Guidance will be provided relative to applicable pumping and mechanical standards that should be followed. Suggested modifications and expansions to the existing wet well or new wet well, piping, and influent conditions that will improve pumping operations, will be addressed.

203.4 Alternatives Workshop

Prior to developing the alternatives proposed under Task 203.5, DP and City will meet to review the initial findings of the site investigations and sewershed modeling, population projections, pump station capacity evaluation, and pump station modeling. The purpose of this workshop will be to define the following design parameters for use in the Alternative Evaluation (Task 203.5):

- Existing conditions at Pied Creek Pump Station
- I&I peaking factor assumptions for Pied Creek Watershed
- Present and future flow ranges at Pied Creek Pump Station
- Desired number of pumps and pump type
- Capacity of Pied Creek force main (C-Factor)
- Capacity of Line Creek Interceptor
- Three alternatives for evaluation under Task 203.5 and Task 302

203.5 Alternatives Evaluation

The DP will perform an evaluation of three (3) alternatives selected during the Alternatives Workshop (Task 203.4). Three proposed alternatives are described below. Each alternative will review present and future low (dry-weather) and peak (wet-weather) flows and utilize the design parameters selected during the Alternatives Workshop (Task 203.4). The DP will show that the Pump Station can meet expected flow ranges with reasonable turndown for all alternatives proposed. The pump type included in each alternative evaluation will be non-clog, wet-pit submersible pump. If additional alternatives or pump types are presented during the Alternatives Workshop (Task 203.4) beyond the three alternatives outlined below, the DP and CITY will review the additional scope and fee modifications for these options and obtain written authorization for project adjustments in scope and/or fee, as outlined in Section IV below, Optional Services, prior to beginning the additional option evaluations.

Alternative 1: Increase Wet Well Volume and Provide Additional Wet Weather Storage

1. Convert the existing settling basin into a new wet well with expanded volume by excavation to increase the depth of the existing settling basin. Similarly, modify the existing trickling filter basins to provide expanded wet weather storage volume by excavation to increase the depth of the existing basins. Install three new pumps in the new expanded wet well to achieve the present and future flow demands. Size the additional wet weather storage on site and the new pumps so that the current capacities of the force main and receiving Line Creek Interceptor are not exceeded; therefore, no capacity increases to the force main nor Line Creek Interceptor are included in this alternative.

Sewer surcharging elevations that may occur to enhance storage and flow capacity throughput will be discussed with WSD to determine appropriate surcharging elevations. The wet weather storage structures will be reviewed for hydraulic efficiencies and automated gates or other structure modifications may be recommended to meter flow from the wet weather storage structures into the wet well.

Alternative 2: Pump Station Elimination

2. The sewershed model developed in Task 203.1 will be used to review multiple network redistributions and flow reductions scenarios to achieve basin-wide opportunity cost savings. This will include a pump station elimination study for pump stations feeding the Pied Creek Pump Station. Pump stations included in the elimination study are Mace Road, Wildwood West, and White Aloe Pump Stations.

Alternative 3: Increase Pumping Capacity and Capacities of Force Main and Line Creek Interceptor

3. Convert the existing settling basin into a new wet well, similar to what is proposed in Alternative 1. Install three new pumps in the new expanded wet well to achieve the present and future flow demands. Increase the capacities of the force main and receiving Line Creek Interceptor by replacing with a larger diameter pipe or paralleling the existing pipe so that it is able to handle the increased capacity of the newly installed pumps.

Deliverables

- Alternatives Workshop Agenda and Minutes (10 hard copies of agenda plus electronically in PDF format; minutes electronically in PDF format only).

Assumptions and Limitations

- The hydraulic model provided will be in accordance with the March 2022 Smart Sewer Program H&H Modeling Protocol.
- The hydraulic model provided will include major gravity sewers within the Rush Creek, Upper Rush Creek, Brush Creek, Weatherby Lake, White Aloe and Pied Creek Watersheds.
- The hydraulic model provided will include the Weatherby Lake, Upper Rush Creek, Parkville, Mace Road, Pied Creek, Wildwood West, and White Aloe Pumping Stations and forcemains.
- The hydraulic model provided will end at the downstream connection of the Pied Creek forcemain into the Line Creek Interceptor.

Information / Support Required from City

- Provide future land use plans and growth assumptions for service area to Pied Creek.
- Provide hydraulic model in Innowyze's InfoWorks ICM version 6.0.
- Hydraulic model and flow meter data will be received no later than October 1, 2023. Receiving the model and flow meter data after this date may impact schedule and budget for the project.

Task 204 Load Study, Electrical Work and Feeder Pump Station Resilience

DP will review existing one-line diagrams, site plans, electrical equipment operation and maintenance manuals, site equipment installation photographs, and site equipment nameplates to establish a baseline of existing conditions. This baseline of existing conditions will be evaluated for proper existing electrical utility service sizing, electrical phase balancing, and code compliance. DP will compare and evaluate the existing visible connected electrical load to each piece of distribution equipment including service entrance conductors, main incoming distribution equipment and overcurrent protection devices, motor control centers, motor circuit protection equipment, distribution transformers, and three-phase panelboards. DP will perform a load study utilizing the latest edition of SKM Power*Tools software suite. The SKM model will be built using manufacturer data of existing site equipment and site investigation findings. Discrepancies found between site equipment information and existing as-built drawings will be identified and updated accordingly for inclusion in the final Facility Plan. DP will update the Pied Creek one-line diagram with existing conditions and provide a written summary report of the findings of the load study, as well as all SKM PowerTools model files and a one-year license of the SKM Power*Tools software used for the load study along with the SKM project equipment library used for the model.

The City of Kansas City, Missouri has adopted the 2017 National Electrical Code, with amendments. The existing electrical installation will be compared against that code for compliance. Code deficiencies will be identified with proposed remediations in the final project report (Task 302). The severity of code violations, and their proposed remediations, will be ranked based on a criterion of degree of hazard to KC Water personnel, significance to reliability of present and future operations, and likelihood of developing into more severe violations.

It is expected that code violations will be proposed to be addressed first. Subsequent phases of

recommended electrical equipment improvements will be provided based on expected remaining useful life of existing equipment, increased station reliability, and enhanced operational flexibility. Proposed improvements will include replacement of motor control centers, VFD's, new field conductors and raceways to field equipment, replacement of distribution transformers and panelboards, and enhancements to site and electrical room lighting, at a minimum.

The existing on-site standby generator will be evaluated for remaining expected useful life and proper sizing for current and future proposed pump station equipment. A comparison between replacement of the existing diesel generator and underground fuel storage tank and the addition of a second electrical utility service will be evaluated. Criteria for the comparison will be expected timeline for construction of a second electrical service, reliability of the existing electrical utility service in the area, additional electrical distribution equipment required to accommodate a second utility service, and total life cycle cost of a new diesel generator. DP will coordinate with the existing electrical utility to determine feasibility, schedule, and cost for a second service, as well as determine what additional I&C is suggested for monitoring, controlling, and alarms associated with the second service.

Deliverables

- System Load Analysis summary report (electronically in pdf format)
- System Load Analysis model files and project equipment library (electronically in native file format).
- One-year license of SKM Power*Tools software (assumes renewal price for Combo-Pack I).
- Updated Pied Creek Wastewater Pump Station one-line electrical diagram (electronically in PDF format).

Task 205 Building Information Model (BIM) Development (Optional Services)

The proposed new facility will be modeled in a 3D BIM model to depict architectural, structural, mechanical, plumbing, and fire detection features per KC Water protocol. The BIM model will be georeferenced to align the model with traditional survey.

DP will utilize its own workflow and templates for the development of the Pied Creek PS BIM model that will be shared with KC Water at deliverable milestones. DP will establish a Shared Parameter file for this project to facilitate assigning attribute values to Revit Categories and elements benefiting the current and future CMMS systems.

Deliverables

- Electronic Copy of the Building Information Model (electronically in native file format or on a shared server).

TASK SERIES 300 - FACILITY PLAN

Task 301 Concept Drawings and Sequencing Evaluation

DP will develop 2D concept drawings for each alternative to illustrate work elements required to implement each of the three alternatives. Concept drawings are anticipated to include the following:

| Discipline | % | Narrative |
|--|----------|--|
| Process | 60 | Draft Process flow diagrams and physical sizing of pumping equipment. Three Anticipated Sheets: process flow diagram, pump equipment plan view, and pump equipment section view. |
| Site Civil | 5 | Major site piping sketched with a focus on right of way concerns, draft location of major buildings/structures, review of nearby floodplain/way. One Anticipated Sheet: site plan layout. |
| Geotechnical | 5 | Possible boring identified, to be included on site plan layout as appropriate. |
| Structural | 0 | |
| Mechanical (process piping) | 0 | |
| HVAC | 0 | |
| Plumbing | 0 | |
| Architectural | 0 | |
| Electrical | 5 | Identify possible backup power sources, to be included on site plan layout as appropriate. |
| P&IDs | 30 | Draft below the line (process) equipment for major process equipment. To be included on process flow diagram. |
| Sequences of Operation, Control Block Description, Control Description Narrative | 0 | |

The DP will evaluate how to minimize disruption of ongoing pump station operation during pump station rehabilitation. In order to accomplish that goal, DP will develop a draft sequence of construction plan for the conceptual design that will determine how to maintain continuous station operation. This effort will be a very limited evaluation at this stage for each of the three options with the primary intent to show that the alternatives are viable and constructible. Developing a construction sequence that limits impacts to existing pump station operations will be critical to the successful implementation of the project. The DP will preliminarily identify construction constraints of any of the alternatives in conjunction with City staff. The DP will also determine major construction events that should be considered in the development of the cost estimate for each of the alternatives.

Assumptions and Limitations

- No topographic survey to generate ground surface contours is included. Conceptual design of the alternatives will be based on record drawings and/or GIS data.

- Concept drawings will be 2D and will include up to 4 sheets per alternative as described in the table above. Concept drawings will be provided as part of the Facility Plan in Tasks 302 and 303.

Task 302 Alternative Evaluation Review and Facility Plan

The DP will prepare a draft Facility Plan report that outlines the three alternatives and the pump station upgrade evaluations and make a recommendation in accordance with City standards that incorporates information from the study. The Facility Plan will conform to the requirements of 10 CSR 20-8.110 Engineering – Reports, Plans and Specifications (Missouri Code of State Regulations) that are relevant for pump stations. The Facility Plan will include a total cost of ownership (life cycle cost) evaluation for each of the three alternatives consistent with AACE standards for a Class 4 estimate, as well as an evaluation of each alternative using the City’s quadruple bottom line process.

The anticipated outline for the Facility Plan is included below.

Pied Creek Wastewater Pump Station Alternatives Facility Plan

Preliminary Table of Contents

- I. Executive Summary***
- II. Introduction***
 - A. Purpose*
 - B. Scope of Project*
 - C. Description of Existing Systems*
 - D. Population Projections*
 - E. Sewershed Model*
 - F. Proposed Alternatives*
 - G. Applicable Codes, Regulations and Standards*
 - H. Estimated Construction Schedule*
 - I. Cost Estimates*
- III. Pump Station Process Mechanical***
 - A. Evaluation of Existing Facilities*
 - B. Design Criteria and Standards for Wastewater Pumping Stations*
 - C. Alternatives Evaluations*
 - D. Alternatives Description Summary Table with Cost Estimates*
 - E. Construction Sequencing Considerations*
 - F. Alternatives: Preliminary Equipment Figures*
- IV. Site Work***
 - A. Scope of Existing and Proposed Site Improvements*
 - B. Site Concerns*
 - C. Design Criteria*
- V. Structural/Architectural***
 - A. Scope*
 - B. Design Criteria*
 - C. Building Design and Recommendations*
 - D. Wet well Design*
- VI. Electrical and Instrumentation and Controls***

- A. *Scope*
- B. *Electrical Power Equipment and Installation*
- C. *Evaluation of Second Power Feed*
- D. *Instrumentation and Controls*
- E. *SCADA Requirements*
- VII. *Envision™ Sustainability Design***
 - A. *Envision™ Scorecard*
- VIII. *Recommendations***
 - A. *Assumptions*
 - B. *Recommendation(s)*
- IX. *Appendix***
 - A. *Hydraulic Models*
 - B. *10% Facility Plan Drawings*
 - C. *Cost Analysis*
 - D. *Equipment Data Sheets and Vendor Information*
 - E. *Other Miscellaneous Data*

Deliverables

- Draft Facility Plan (2 hard copies plus electronically in PDF format).

Task 303 Facility Plan Review Meetings and Final Report

Following the completion of the Draft Facility Plan, DP will plan for and attend two (2) review meetings to discuss the findings, recommendations, and comments from the review of the Draft Facility Plan. The first review meeting will be held with the Operational and Maintenance staff of WSD, and a second review meeting will be held with WSD Engineering Management, Facilities Engineering and OCP team. Each meeting will be up to 2 hours in length and will include the key project team members. The meetings will be scheduled following the 2-week review period allocated for the review of the Draft Facility Plan. The pertinent comments from both Draft Review Meetings will be incorporated into the Final Facility Plan.

Deliverables

- Facility Plan Review Meeting Agenda and Minutes (10 hard copies of agenda plus electronically in PDF format; minutes electronically in PDF format only).
- Final Facility Plan (2 hard copies plus electronically in PDF format).

Assumptions and Limitations

- City will review the Draft Facility plan in the 2-week review period leading up to the review meetings. All comments from the City will be provided as markups prior to the meetings or during the meetings for incorporation into the Final Facility Plan.

Task 304 Geotechnical Investigations

DP will review existing geotechnical reports and existing drawings to determine if they are sufficient. DP will identify possible locations for recommended borings, to be included on the site plan layout concept drawing (Task 301) as appropriate. Providing geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports is not included in this scope of services. If the City requests, AECOM can

provide geotechnical engineering services through Optional Services as outlined in Section IV below.

Deliverables

- None.

TASK SERIES 400 - ENVISION™ SUSTAINABILITY DESIGN

Task 401 Envision™ Credits – Tier 1

The DP will use the Envision™ rating system as the metric for scoring project sustainability. For ease of reference by the CITY and the DP, Envision™ credits are broken out into different classes: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope. The credits that will be evaluated under the different classes are listed below.

Class 1 - Foundation Credits

- QL1.1 Improve community quality of life
- QL1.2 Stimulate sustainable growth and development
- QL1.3 Develop local skills and capabilities
- QL2.6 Improve site accessibility, safety and wayfinding
- LD1.1 Provide effective leadership and commitment
- LD1.2 Establish a sustainability management system
- LD1.3 Foster collaboration and teamwork
- LD1.4 Provide for stakeholder involvement
- LD2.2 Improve infrastructure integration
- LD3.1 Plan for long-term monitoring and maintenance
- LD3.2 Address conflicting regulations and policies
- LD3.3 Extend useful life
- RA3.1 Protect fresh water availability
- RA3.3 Monitor water systems
- NW1.1 Preserve prime habitat
- NW1.5 Preserve floodplain functions
- NW2.1 Manage stormwater
- NW2.3 Prevent surface and groundwater contamination
- NW3.2 Control invasive species
- NW3.3 Restore disturbed soils
- CR2.1 Assess climate threat

Class 2 - Project Credits

- QL2.1 Enhance public health and safety
- QL2.2 Minimize noise and vibration
- QL2.3 Minimize light pollution
- QL3.1 Preserve historic and cultural resources
- QL3.2 Preserve views and local character
- QL3.3 Enhance public space
- LD2.1 Pursue by-product synergy opportunities
- RA1.3 Use recycled materials
- RA1.4 Use regional materials
- RA1.5 Divert waste from landfills
- RA1.6 Reduce excavated materials taken off site
- RA2.1 Reduce energy consumption
- RA2.2 Use renewable energy
- RA2.3 Commission and monitor energy systems
- RA3.2 Reduce potable water consumption
- NW1.7 Preserve Greenfields
- CR2.2 Avoid traps and vulnerabilities

Class 3 - Specialized Credits

- QL2.4 Improve community mobility and access
- QL2.5 Encourage alternative modes of transportation
- RA1.7 Provide for deconstruction and recycling
- NW1.2 Protect wetlands and surface water
- NW1.3 Preserve prime farmland
- NW1.4 Avoid adverse geology
- NW1.6 Avoid unsuitable development on steep slopes
- NW2.2 Reduce pesticide and fertilizer impacts
- NW3.1 Preserve species biodiversity
- NW3.4 Maintain wetland and surface water functions
- CR1.1 Reduce greenhouse gas emissions

From the Envision™ classes above, the DP will identify only those credits that are applicable to the project and will score each selected credit using the Microsoft Excel template “Envision Credits DP Tracking_Template.xlsx” (Envision™ Scorecard), provided by the CITY. The DP

will provide a brief summary memorandum describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this Project and why these credits will achieve a higher level of sustainability on this Project. The Envision™ Scorecard and memo will be provided at the following project milestones:

- a. A Preliminary Envision™ Memo and Scorecard will be provided prior to the Project Kickoff Meeting. This memo and scorecard will identify the credits that are applicable to the project and include an initial score for each credit. Separate scores for the three alternatives will not be provided at this time.
- b. A Progress Envision™ Memo and Scorecard will be provided at the Alternatives Workshop. This deliverable will provide an update of the preliminary memo and scorecard and will include separate scorecards for each of the three alternatives.
- c. A Final Envision™ Memo and Scorecard will be provided at the Facility Plan Review Meetings. This deliverable will provide an update of the progress memo and scorecard and will include separate scorecards for each of the three alternatives as outlined in the Facility Plan (Task Series 303).

The Envision™ credit support documentation is NOT included in the Basic Scope of Services, but DP will review the Envision™ credit support documentation requirements from the Envision Guidance Manual. If the CITY decides to move forward with Envision™ verification, additional DP support services will be provided as Optional Services. However, the DP will be responsible for the Envision™ credit scores reported during this Project. All Envision™ credit scoring will be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

Deliverables

- Preliminary Envision™ Memo and Scorecard (electronically in PDF format).
- Progress Envision™ Memo and Scorecard (electronically in PDF format).
- Final Envision™ Memo and Scorecard (electronically in PDF format).

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$ 29,500.00 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount will not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

- C. Special Consultants or independent professional associates requested or authorized by CITY.
- D. Completing the final (10%-100%) design of the recommended improvements
- E. Bidding Phase Services (Engineer's Estimate of Probable Construction Cost with error bars, Pre-Bid Conference, Review and Process Substitutions and "Or Equals", review bids, and conforming documents.
- F. Tagging of existing equipment at the Pied Creek Pump Station
- G. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology
- H. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.
- I. Creation of AutoCAD or BIM as-builts
- J. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- K. 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.
- L. 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.
- M. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
- N. 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 DP's control.
- O. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- P. Acceleration of the progress schedule involving services beyond normal working hours
- Q. Further development and verification of Envision™ credits through conceptual to final design.

- R. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.
- S. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- T. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- U. 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.
- V. Assisting CITY with appraisal and/or acquisition of additional easements.
- W. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- X. Assistance with bid protests and re-bidding.
- Y. Providing construction phase services.
- Z. Assisting CITY with seeking Envision™ certification.
- AA. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- BB. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
- CC. Commissioning and Startup Assistance
- DD. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. Method of financing or availability of funding;
- EE. Additional work necessary for WWTD to fulfill its commitments.
- FF. Flood plain mitigation.
- GG. Evaluation of odor control for equipment protection.
- HH. Permit Fees.
- II. Supplemental collection system modeling for the Pied Creek Service Area.

Optional Services will also include Sewer Modeling for the Pied Creek Pump Station and for other pump stations in Watersheds that feed into the Pied Creek Pump Station

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP'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 DP.

- B. 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.
- C. CITY's Project Manager will coordinate meetings between City staff and the DP.
- D. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DP.
- E. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.
- F. Provide DP will private property access agreements with current property owners to perform field investigations.
- G. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Prepare agenda and conduct the pre-bid conference.
 - 2. Advertise project Construction Contract Documents, including addenda.
 - 3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
- H. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

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

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

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

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

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

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

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

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

2. Submittal Specifications

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

3. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

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

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

ATTACHMENT C

**ENGINEER FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS**

| Multiplier | Expenses | | | | | | | | | | | | | | ODCs (Printing/ Plotting etc.) | Mileage | MBE Taliaferro | WBE TREKK | MBE Custom | Markup | Total | | | |
|---|----------|----------|-----------|----------|-----------|-----------|-----------|-----------|------------|------------|-----------|----------|------------|-----------|--------------------------------|---------------|------------------|------------------|------------------|------------------|-----------------|-------------------|-------------------|------------------|
| | 2.90 | 2.95 | 3.00 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | | | | | | | | | | |
| Job Category Charge Rate -----> | \$327 | \$321 | \$293 | \$223 | \$216 | \$206 | \$199 | \$166 | \$153 | \$175 | \$184 | \$216 | \$115 | \$117 | | | | | | | | | | |
| Senior Advisor | | | | Prof. V | Prof. V | Prof. IV | Prof. III | Prof. II | PM | Prof. II | Prof. III | Prof. V | Engineer I | Admin | | | | | | | | | | |
| ODC Markup -> | 0% | | | | | | | | | | | | | | | | | | | | | | | |
| TASK SERIES 100 - Project Management and Administration | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Task 101: Project Management Services</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Client Correspondence | | | 2 | | | | | | 12 | | | | 6 | | | | | | \$ - | 20 | \$ 3,112 | | | |
| Project Team Coordination | | | | | | | | | 12 | | | | 12 | | | | \$ 1,172 | \$ 4,990 | \$ 3,093 | \$ - | 24 | \$ 12,471 | | |
| Health and Safety Plan | | | 2 | | | | | | 6 | | | | 6 | | | | | | | \$ - | 14 | \$ 2,194 | | |
| Work Plan Development | | | | | | | | | 4 | | | | 6 | | | | | | | \$ - | 10 | \$ 1,302 | | |
| Work Plan Implementation | | | | | | | | | 12 | | | | | | | | | | | \$ - | 12 | \$ 1,836 | | |
| Work Scheduling | | | | | | | | | 12 | | | | | | | | | | | \$ - | 12 | \$ 1,836 | | |
| Monitor Progress | | | | | | | | | 20 | | | | 12 | | | | | | | \$ - | 32 | \$ 4,440 | | |
| Subtotal - Task 101 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 78 | 0 | 0 | 0 | 42 | 0 | 0 | 0 | \$ 1,172 | \$ 4,990 | \$ 3,093 | \$ - | 124 | \$ 27,191 | | |
| <i>Task 102: Monthly Invoicing & Work Status Reports</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Monthly Invoicing | | | | | | | | | 12 | | | | 6 | | | | | \$ 1,608 | \$ 3,612 | \$ 4,377 | \$ - | 18 | \$ 12,135 | |
| Monthly Work Status Reports | | | | | | | | | 12 | | | | 4 | | | | | | | \$ - | 16 | \$ 2,304 | | |
| Subtotal - Task 102 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | \$ 1,608 | \$ 3,612 | \$ 4,377 | \$ - | 34 | \$ 14,439 | | |
| <i>Task 103: Subconsultant Agreements & Admin</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Subconsultant Agreements | | | 2 | | | | | | 8 | | | | 6 | | | | | | | \$ - | 16 | \$ 2,512 | | |
| Subconsultant Coordination | | | 2 | | | | | | 6 | | | | 6 | | | | | | | \$ - | 14 | \$ 2,206 | | |
| M/WBE Utilization Reports | | | | | | | | | 6 | | | | 6 | | | | | | | \$ - | 12 | \$ 1,620 | | |
| Subtotal - Task 103 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 0 | 0 | 18 | 0 | 0 | 0 | \$ - | \$ - | \$ - | \$ - | 42 | \$ 6,338 | | |
| <i>Task 104: Quality Control</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Quality Reviews | 2 | 4 | 6 | | | | | 8 | | | | | | | | | | \$ 1,680 | \$ 9,904 | \$ 2,926 | \$ - | 20 | \$ 19,798 | |
| Subtotal - Task 104 | 2 | 4 | 6 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 1,680 | \$ 9,904 | \$ 2,926 | \$ - | 20 | \$ 19,798 | | |
| <i>Task 105: Project Kickoff Meeting</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Kickoff Meeting + Workshop (4 hours) | | | 4 | | | | | | 4 | | | | 4 | | | | \$ 3 | \$ 100 | \$ 1,328 | \$ 2,616 | \$ 984 | \$ - | 12 | \$ 7,275 |
| Meeting Minutes | | | | | | | | | 2 | | | | 2 | | | | | | | | | \$ - | 4 | \$ 536 |
| Subtotal - Task 105 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | \$ 3 | \$ 100 | \$ 1,328 | \$ 2,616 | \$ 984 | \$ - | 16 | \$ 7,811 |
| <i>Task 106: Progress Meetings</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Progress Meeting 1-7 (2 hr each) | | | 14 | | | | | | 28 | | | | 14 | | | | \$ 16 | \$ 600 | \$ 268 | \$ 11,136 | \$ 5,014 | \$ - | 56 | \$ 27,030 |
| Meeting Minutes | | | | | | | | | 6 | | | | 6 | | | | | | | | | \$ - | 12 | \$ 1,608 |
| Subtotal - Task 106 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 34 | 0 | 0 | 0 | 20 | 0 | 0 | 0 | \$ 16 | \$ 600 | \$ 268 | \$ 11,136 | \$ 5,014 | \$ - | 68 | \$ 28,638 |
| Task Series 100 Total | 2 | 4 | 32 | 0 | 0 | 0 | 0 | 8 | 0 | 162 | 0 | 0 | 0 | 68 | 28 | \$ 19 | \$ 700 | \$ 6,056 | \$ 32,258 | \$ 16,394 | \$ - | 304 | \$ 104,215 | |
| TASK SERIES 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Task 201: Review Existing Documents and Drawings</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Review documents | | | 8 | | | | | 8 | | 20 | | | 12 | | | | \$ 2,400 | \$ 10,848 | \$ 4,441 | \$ - | 48 | \$ 26,065 | | |
| Subtotal - Task 201 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | 0 | 20 | 0 | 0 | 12 | 0 | 0 | 0 | \$ 2,400 | \$ 10,848 | \$ 4,441 | \$ - | 48 | \$ 26,065 | | |
| <i>Task 202: Site Investigations</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Visit to pump stations | | | 16 | | | | | | 16 | | | | 16 | | | | \$ 150 | \$ 4,924 | \$ 5,568 | \$ 3,000 | \$ - | 48 | \$ 22,618 | |
| Pied Creek Condition Assessment | | | 2 | | 2 | | | 4 | | 4 | | | 8 | | | | \$ 3,000 | | \$ 2,000 | \$ - | 20 | \$ 8,346 | | |
| Other Stations Condition Assessment | | | 2 | | | | | | 6 | | | | 10 | | | | \$ 2,780 | | \$ 4,400 | \$ - | 18 | \$ 9,834 | | |
| Site Survey - Utility & Structure Survey | | | | | | | | 8 | | 14 | | | 16 | | | | | \$ 20,754 | | \$ - | 38 | \$ 26,064 | | |
| Site Survey - Utility Desktop Study | | | | | | | | 6 | | 8 | | | 10 | | | | | \$ 14,171 | | \$ - | 24 | \$ 17,541 | | |
| Flow Monitoring | | | 4 | | | 12 | | | 16 | | | | 4 | | | | | \$ 9,920 | | \$ - | 36 | \$ 16,472 | | |
| Subtotal - Task 202 | 0 | 0 | 24 | 0 | 2 | 12 | 4 | 14 | 64 | 0 | 0 | 0 | 64 | 0 | 0 | \$ 150 | \$ 10,704 | \$ 50,413 | \$ 9,400 | \$ - | 184 | \$ 100,875 | | |
| <i>Task 203: Watershed and Pump Station Study</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Sewershed Modeling | | | | | | 40 | | | 8 | | | | | | | | | | \$ 49,124 | | \$ - | 48 | \$ 58,588 | |
| Population Projections / Pump Station Capacity Eval | | | 2 | | | | | | 14 | | | | 8 | | | | | | | \$ - | 64 | \$ 9,056 | | |
| Pump Station Modeling | 2 | 8 | 4 | | | | | 8 | | 30 | | | 60 | | | | | | | \$ - | 112 | \$ 17,476 | | |
| Alternatives Workshop | | | 4 | | | | | 4 | | 8 | | | 10 | | | \$ 5 | \$ 100 | \$ 536 | | \$ 3,760 | \$ - | 26 | \$ 8,743 | |
| Alternatives Evaluation | | | 6 | 4 | 4 | 6 | 16 | | 80 | | | 50 | | | | | \$ 1,072 | | \$ 3,436 | \$ - | 166 | \$ 30,432 | | |
| Subtotal - Task 203 | 2 | 8 | 16 | 4 | 4 | 46 | 28 | 0 | 140 | 0 | 0 | 8 | 160 | 0 | \$ 5 | \$ 100 | \$ 1,608 | \$ 49,124 | \$ 7,196 | \$ - | 416 | \$ 124,295 | | |
| <i>Task 204: Load Study, Electrical Work and Feeder Pump Station Resilience</i> | | | | | | | | | | | | | | | | | | | | | | | | |
| Review documents | | | | | | | | | | | | | | | | | | | | \$ - | 0 | \$ - | | |
| System Load Analysis | | | | | 8 | | | | 2 | | | | | | | | | | \$ 14,000 | \$ - | 10 | \$ 16,034 | | |
| SKM 1-yr License Renewal | | | | | | | | | | | | | | | | \$ 1,800 | | | | \$ - | 0 | \$ 1,800 | | |
| Update One-Line Diagrams | | | | | 4 | | | | 2 | | | | | | | | | | \$ 4,000 | \$ - | 6 | \$ 5,170 | | |
| Phasing recommendations | | | | | | 2 | | | 2 | | | | | | | | | | \$ 2,970 | \$ - | 4 | \$ 3,708 | | |
| Bakup Power evaluation | | | | | 2 | | | | 2 | | | | | | | | | | \$ 3,000 | \$ - | 2 | \$ 3,432 | | |
| Subtotal - Task 204 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | \$ 1,800 | \$ - | \$ - | \$ - | \$ 23,970 | \$ - | 22 | \$ 30,144 | | |

| Multiplier | Expenses | | | | | | | | | | | | | | ODCs (Printing/Plotting etc.) | Mileage | MBE Taliaferro | WBE TREKK | MBE Custom | Markup | Total | |
|---|----------------|----------------|-------------------|---------|---------|----------|-----------|----------|-------|----------|-----------|---------|------------|-------|-------------------------------|----------|----------------|------------|------------|--------|-----------|------------|
| | 2.90 | 2.95 | 3.00 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | 3.04 | | | | | | | | |
| Job Category Charge Rate -----> | \$327 | \$321 | \$293 | \$223 | \$216 | \$206 | \$199 | \$166 | \$153 | \$175 | \$184 | \$216 | \$115 | \$117 | | | | | | | | |
| | Senior Advisor | Senior Advisor | Project Principal | Prof. V | Prof. V | Prof. IV | Prof. III | Prof. II | PM | Prof. II | Prof. III | Prof. V | Engineer I | Admin | | | | | | | | |
| ODC Markup -> | 0% | | | | | | | | | | | | | | | | | | | | | |
| Task 205: BIM Development | | | | | | | | | | | | | | | | | | | | | | |
| Optional Services | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal - Task 205 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Task Series 200 Total | 2 | 8 | 48 | 4 | 22 | 58 | 40 | 14 | 230 | 0 | 0 | 8 | 236 | 0 | \$ 1,805 | \$ 250 | \$ 14,712 | \$ 110,385 | \$ 45,007 | \$ - | 670 | \$ 281,379 |
| TASK SERIES 300 - Facility Plan | | | | | | | | | | | | | | | | | | | | | | |
| Task 301: Concept Drawings and Sequencing Evaluation | | | | | | | | | | | | | | | | | | | | | | |
| Concept Drawings | | | 4 | | 32 | | | 80 | 30 | | | | 10 | | | \$ 2,000 | | \$ 8,089 | \$ - | 156 | \$ 37,193 | |
| Sequencing Evaluation | | | 2 | | 2 | | 6 | | 20 | | | | | | | \$ 120 | | | \$ - | 30 | \$ 5,392 | |
| Subtotal - Task 301 | 0 | 0 | 6 | 0 | 34 | 0 | 6 | 80 | 50 | 0 | 0 | 0 | 10 | 0 | \$ - | \$ - | \$ 2,120 | \$ - | \$ 8,089 | \$ - | 186 | \$ 42,585 |
| Task 302: Alternative Evaluation Review | | | | | | | | | | | | | | | | | | | | | | |
| Draft Facility Plan | 2 | 2 | 4 | | 6 | 8 | 8 | | 50 | 6 | | | 50 | | \$ 18 | \$ 2,120 | \$ 11,648 | \$ 5,678 | \$ - | 136 | \$ 40,918 | |
| Draft Life Cycle Cost Estimate | | | 2 | | 4 | | 4 | | 40 | | | | 16 | | | | | | \$ - | 66 | \$ 10,206 | |
| Quadruple Bottom Line Analysis | | | | | | | | | 20 | | | | 14 | | | | | | \$ - | 34 | \$ 4,670 | |
| Subtotal - Task 302 | 2 | 2 | 6 | 0 | 10 | 8 | 12 | 0 | 110 | 6 | 0 | 0 | 80 | 0 | \$ 18 | \$ - | \$ 2,120 | \$ 11,648 | \$ 5,678 | \$ - | 236 | \$ 55,794 |
| Task 303: Final Report | | | | | | | | | | | | | | | | | | | | | | |
| Review Meeting 1 (2 hrs) | | | | | | | | | 5 | | | | 4 | | \$ 3 | \$ 100 | | \$ 1,000 | \$ 1,000 | \$ - | 9 | \$ 3,328 |
| Review Meeting 2 (2 hrs) | | | | | | | | | 5 | | | | 4 | | \$ 3 | \$ 100 | | \$ 1,000 | \$ 1,000 | \$ - | 9 | \$ 3,328 |
| Final Life Cycle Cost Estimate | | | 2 | | 2 | | 2 | | 14 | | | | 16 | | | | | | \$ - | 36 | \$ 5,398 | |
| Final Facility Plan | 2 | 2 | 4 | | 2 | | 2 | | 12 | | | | 12 | | \$ 18 | \$ 1,328 | \$ 6,688 | \$ 4,453 | \$ - | 36 | \$ 19,001 | |
| Subtotal - Task 303 | 2 | 2 | 6 | 0 | 4 | 0 | 4 | 0 | 36 | 0 | 0 | 0 | 36 | 0 | \$ 24 | \$ 200 | \$ 1,328 | \$ 8,688 | \$ 6,453 | \$ - | 90 | \$ 31,055 |
| Task 304: Geotechnical Investigations | | | | | | | | | | | | | | | | | | | | | | |
| Review existing documents | | | 4 | | | | | | 4 | | | | 4 | | | | | | \$ - | 12 | \$ 2,244 | |
| Subtotal - Task 304 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 4 | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 12 | \$ 2,244 |
| Task Series 300 Total | 4 | 4 | 22 | 0 | 48 | 8 | 22 | 80 | 200 | 6 | 0 | 0 | 130 | 0 | \$ 42 | \$ 200 | \$ 5,568 | \$ 20,336 | \$ 20,220 | \$ - | 524 | \$ 131,678 |
| TASK SERIES 400 - Envision™ Sustainability Design | | | | | | | | | | | | | | | | | | | | | | |
| Task 401: Envision™ Credits – Tier 1 | | | | | | | | | | | | | | | | | | | | | | |
| Preliminary Envision™ Memo | | | | | | | | | 1 | | | | 1 | | | \$ 1,000 | | | \$ - | 2 | \$ 1,268 | |
| Preliminary Envision™ Scorecard | | | | | | | | | 1 | | | | 1 | | | \$ 1,000 | | | \$ - | 2 | \$ 1,268 | |
| Progress Envision™ Memo | | | | | | | | | 2 | | | | 2 | | | \$ 2,584 | | | \$ - | 4 | \$ 3,120 | |
| Progress Envision™ Scorecard | | | | | | | | | 2 | | | | 2 | | | \$ 2,000 | | | \$ - | 4 | \$ 2,536 | |
| Final Envision™ Memo | | | | | | | | | 1 | | | | 1 | | | \$ 2,000 | | | \$ - | 2 | \$ 2,268 | |
| Final Envision™ Scorecard | | | | | | | | | 1 | | | | 1 | | | \$ 2,000 | | | \$ - | 2 | \$ 2,268 | |
| Subtotal - Task 401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 1 | 0 | \$ - | \$ - | \$ 10,584 | \$ - | \$ - | \$ - | 16 | \$ 12,728 |
| Task Series 400 Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 8 | 0 | \$ - | \$ - | \$ 10,584 | \$ - | \$ - | \$ - | 16 | \$ 12,728 |
| Optional Services | | | | | | | | | | | | | | | | | | | | | | |
| Optional Services Total¹ | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 30 | 64 | 0 | 10 | 0 | 0 | 60 | \$ 8 | \$ - | \$ - | \$ 30,500 | \$ - | \$ - | 184 | \$ 60,000 |
| PROJECT TOTAL w/o Optional Services | 8 | 16 | 102 | 4 | 70 | 66 | 70 | 94 | 600 | 6 | 0 | 8 | 442 | 28 | \$ 1,866 | \$ 1,150 | \$ 36,920 | \$ 162,979 | \$ 81,621 | \$ - | 1514 | \$ 530,000 |
| PROJECT TOTAL | 8 | 16 | 122 | 4 | 70 | 66 | 70 | 124 | 664 | 6 | 10 | 8 | 442 | 88 | \$ 1,874 | \$ 1,150 | \$ 36,920 | \$ 193,479 | \$ 81,621 | \$ - | 1698 | \$ 590,000 |

ASSUMPTIONS:
 1 A contingency for optional services is included, but won't be used unless approved by WSD in writing.
 2 AECOM's MBE/WBE participation goals for this project are 12% MBE participation and 12% WBE participation.



2023 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar year 2023. This Schedule of Fees and Charges will be adjusted annually on January 1st of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

BILLING RATE CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

| <u>Labor Classification</u> | <u>Hourly Billing Rates (\$)</u> |
|-----------------------------------|----------------------------------|
| Word Processor/Administration | 80 - 120 |
| Drafting Technician | 90 - 120 |
| Staff Engineer | 90 - 115 |
| Engineer I | 110 - 130 |
| Engineer II | 125 - 135 |
| Engineer III | 130 - 145 |
| Engineer IV | 140 - 155 |
| Engineer V/Senior Designer | 150 - 170 |
| Professional I | 145 - 165 |
| Professional II | 160 - 180 |
| Professional III | 175 - 200 |
| Professional IV | 195 - 215 |
| Professional V | 210 - 245 |
| Principal Engineer | 220 - 265 |
| Project Manager | 145 - 205 |
| Senior Project Manager | 205 - 285 |
| Technical Reviewer | 225 - 315 |
| Project Principal/Program Manager | 255 - 325 |
| Senior Advisor | 265 - 395 |

Charges for contract personnel under our supervision and using our facilities will be made according to the hourly rate corresponding to their classification.

A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States.

Overtime (hours worked more than 8 hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rate.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the administrative rate.

GEOTECHNICAL AND DRILLING SERVICES

The charges for subcontractor services and all required subsurface exploration services for geotechnical and/or environmental investigations and laboratory testing as well as all related equipment rental and charges are provided as a subcontracted item and will be charged at cost.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.

2023 SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

The cost of services subcontracted to others, including but not limited to, specialty contractors, surveyors, consultants, and equipment rental, e.g., and test apparatus, etc., will be charged at cost with no mark-ups.

Other Project Non-Salary Expenses

Other incurred costs, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; shipping charges; tolls and parking; outside printing of photographs, photostats, blueprints, copies, etc., will be charged at cost.

Copies

The charges for copies are as follows.

Black & White copies @ \$0.03 per copy for 8.5" x 11" and \$0.06 per copy for 11" x 17"

Color Copies @ \$0.08 per copy for 8.5" x 11" and \$0.16 per copy for 11" x 17"

Plotter/Large Prints at \$0.15 per square foot for B&W printing and \$0.21 per square foot for color printing

Computer Applications

There is no charge for routine use of in-house computers for word processing, spreadsheets, simple graphics, and analytical calculations. For complex projects involving advanced software and computer applications for GIS, modeling, database management and other similar functions, the cost of these computer applications, if required, will be identified in our proposal.

Vehicles and Mileage

The mileage charges for personal vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service for tax purposes, which is currently \$0.655 per mile, and subject to change.

ATTACHMENT D

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 E

CREO KC DOCUMENTS

1. CREO KC Contractor Utilization Plan & Request for Waiver
2. CREO KC Letter of Intent to Subcontract
3. CREO KC Timetable for MBE/WBE Utilization
4. CREO KC Request for Modification or Substitution
5. CREO KC Contractor Affidavit for Final Payment
6. CREO KC Subcontractor Affidavit for Final Payment



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000982 / 1639

Project Title Pied Creek Pump Station Expansion and Rehabilitaiton

City of Kansas City, Missouri
(Department Project)

Water Services
Department

AECOM Technical Services, Inc.
(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Janet Strickland, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 12 % MBE and 12 % WBE.

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 12 % MBE 12 %
WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 560,500.00

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

Name of M/WBE Firm Custom Engineering, Inc. (MBE)

Address 12760 E. 40 Highway, Independence, MO 60455

Telephone No. 816-350-1473

I.R.S. No. 43-1031915



Name of M/WBE Firm Taliaferro & Browne, Inc. (MBE)
 Address 1020 East 8th Street, Kansas City, Missouri 64106
 Telephone No. 816-283-3456
 I.R.S. No. 48-0758891

Name of M/WBE Firm TREKK Design Group, LLC (WBE)
 Address 1441 E. 104th St., Kansas City, MO 64131
 Telephone No. 816-874-4655
 I.R.S. No. 43-1953275

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

| Name of MBE Firm | Supplier/Broker/Contractor | Subcontract Amount* | Weighted Value** | % of Total Contract |
|---------------------------|----------------------------|---------------------|------------------|---------------------|
| Custom Engineering, Inc. | | \$ 33,700.00 | \$ 33,700.00 | 6.00 |
| Taliaferro & Browne, Inc. | | \$ 33,700.00 | \$ 33,700.00 | 6.00 |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |



TOTAL MBE \$ / TOTAL MBE %: \$ 67,400.00 12.00 %

WBE FIRMS:

| Name of WBE Firm | Supplier/Broker/Contractor | Subcontract Amount* | Weighted Value** | % of Total Contract |
|------------------------------------|----------------------------|---------------------|------------------|---------------------|
| TREKK Design Group, LLC | | \$ 67,300.00 | \$ 67,300.00 | 12.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL WBE \$ / TOTAL WBE %: | | \$ <u>67,300.00</u> | | <u>12.00</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 CREO KC 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

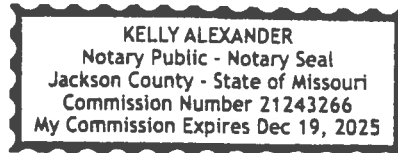
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting 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: Janet Strickland
 Address: 2380 McGee Street, Suite 200
Kansas City, MO 64108
 Phone Number: 816-410-6380
 Facsimile number: 816-561-2863
 E-mail Address: janet.strickland@aecom.com

By: *Janet Strickland*
 Title: Associate Vice President
 Date: 4/4/2023
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 4th day of April, 2023.

My Commission Expires: 12/19/2025 *Kelly Alexander*
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Pied Creek Pump Station Expansion and Rehabilitation

Project Location/Number 81000982 / 1639

| | |
|---------------|-------------------------------------|
| Check one: | |
| Original LOI: | <input checked="" type="checkbox"/> |
| Updated LOI: | <input type="checkbox"/> |

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

Condition assessment of pump station (electrical and mechanical); Load study of pump station electrical equipment;
Update of existing pump station one-line diagrams; facility plan (electrical and mechanical)

for an estimated amount of \$ 33,700 (or 6 % of the total estimated contract value.)

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

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

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

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

(1) Company name: Custom Engineering, Inc.

Full address: 12760 E. 40 Highway, Independence, MO 60455

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland
Signature: Prime Contractor
Associate Vice President
Title

Janet Strickland
Print Name
4/4/2023
Date

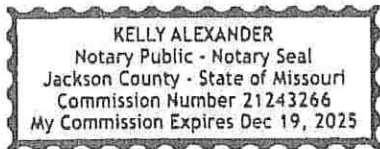
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 4th day of April, 2023

My Commission Expires: 12/19/2025 Kelly Alexander
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Custom Engineering, Inc.

Joseph T. Davis
Signature: Subcontractor
CEO
Title

Joseph T. Davis
Print Name
04/06/2023
Date

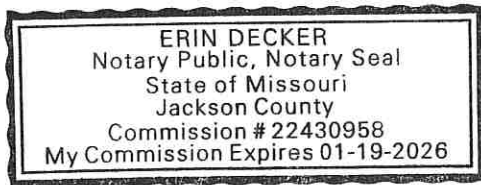
State of MO)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of 6th, 2023

My Commission Expires: 1-19-2026 Erin Decker
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Pied Creek Pump Station Expansion and Rehabilitaiton

Project Location/Number 81000982 / 1639

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

for an estimated amount of \$ 67,300 (or 12 % of the total estimated contract value.)

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

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

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

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

(1) Company name: TREKK Design Group, LLC

Full address: 1441 E. 104th St., Kansas City, MO 64131
Street number and name City, State and Zip Code

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland
Signature: Prime Contractor
Associate Vice President
Title

Janet Strickland
Print Name
4/4/2023
Date

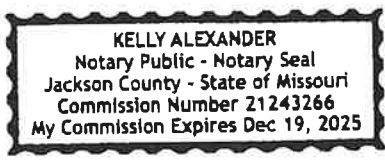
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 4th day of April, 2023

My Commission Expires: 12/19/2025 Kelly Alexander
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Justin W. Likes
Signature: Subcontractor
Associate Partner
Title

Justin W. Likes
Print Name
4/6/23
Date

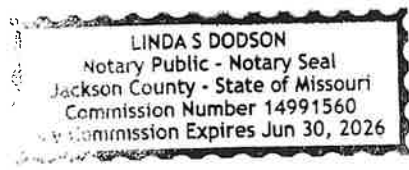
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 6th day of April, 2023

My Commission Expires: 6/30/2026 Linda S Dodson
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Pied Creek Pump Station Expansion and Rehabilitaiton

Project Location/Number 81000982 / 1639

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

Pump station site visits and condition assessment; structural preliminary design for pump station design alternatives;

Envision(TM) Sustainability design for pump station design alternatives.

for an estimated amount of \$ 33,700 (or 6 % of the total estimated contract value.)

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

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

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

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

(1) Company name: Taliaferro & Browne, Inc.

Full address: 1020 East 8th Street, Kansas City, Missouri 64108
Street number and name City, State and Zip Code

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland
Signature: Prime Contractor
Associate Vice President
Title

Janet Strickland
Print Name
4/4/2023
Date

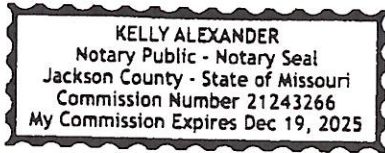
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 4th day of April, 2023

My Commission Expires: 12/19/2025 Kelly Alexander
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Browne, Inc.

Hagos E. Anidebrhan
Signature: Subcontractor
CEO
Title

HAGOS E. ANIDEBRHAN
Print Name
04/06/2023
Date

State of MISSOURI)
County of JACKSON)

I, Eartha J. Taylor, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 6th day of April, 2023

My Commission Expires: 03-07-2026 Eartha J. Taylor
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Janet Strickland, acting in my capacity as Associate Vice President
(Name) *(Position with Firm)*
of AECOM Technical Services, 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 | <input type="checkbox"/> | 75 days | <input type="checkbox"/> | 135 days | <input type="checkbox"/> |
| 30 days | <input type="checkbox"/> | 90 days | <input type="checkbox"/> | 150 days | <input type="checkbox"/> |
| 45 days | <input type="checkbox"/> | 105 days | <input type="checkbox"/> | 165 days | <input type="checkbox"/> |
| 60 days | <input type="checkbox"/> | 120 days | <input type="checkbox"/> | 180 days | <input type="checkbox"/> |
| Other | <u>365</u> | <i>(Specify)</i> | | | |

Throughout 100% Beginning 1/3 _____
 Middle 1/3 _____ Final 1/3 _____
 Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

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

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

Janet Strickland
(Signature)

Associate Vice President
(Position with Firm)

4/4/2023
(Date)





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA
List certifications:

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

By: _____
 (Signature)

 (Title)

 (Print Name)

 (Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
 COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, 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 _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT G

Non-Construction Subcontractors Listing

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

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

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



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT H

Project Number: 81000982

Contract Number: 1639

Project Title: Pied Creek Pump Station Expansion and Rehabilitation

Application Number: _____ Final Payment
 Ordinance Number: _____ Date: _____
 City PO Number: _____ Ordinance Date: _____

Design Professional/Contractor:

Legal Name _____
 Mail Address: _____
 City, ST Zip _____
 Vendor Number _____
 Application for Work Accomplished: From _____ To: _____
 Name of Kansas City, MO Project Mgr: _____
 Kansas City, MO Contract Administrator: _____

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

Instructions to Design Professional/Contractor:

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

5. Submit Application to: Water Services Department
 Bon Marie Gardner, Project Manager
 4800 E 63rd Street
 Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____

Approved By: _____ Director or Designee Date: _____

ATTACHMENT I

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

(required for any contractor with 50 or more employees and a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, 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 _____ (title) of _____ (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 [*enter business entity name*] has an affirmative action program (the “Program”) in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri (“City”) as required by Chapter 3 of the City’s Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City’s Code of Ordinances.

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

Affiant's signature

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

Notary Public

My Commission expires:

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

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

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

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.