DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 81000955 / CONTRACT NO. 1611

FOR GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description. The services to be provided under this Agreement are for the following project (Project) and purpose:

The Water Services Department (WSD) of the City, intends to build stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within Mill Creek Park, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway in Kansas City, Missouri.

This Project is associated with the Federal Consent Decree regarding the City of Kansas City, Missouri in the Overflow Control Plan. All rules and requirements included in the Consent Decree shall be adhered to. The Design Professional should pay special attention to Section XIII of the Consent Decree as it relates to stipulated penalties.

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

A. Design Professional shall perform Scope of Services listed in **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.

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 $750,000.00, as follows:

1. $445,385.00 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. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment I**.

   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 date the City approves the revised Schedule.

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 $154,615.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs 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 $150,000.00 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 of position classifications and the salary 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 is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

1. 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. Design Professional shall also submit 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, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department
D. Matt Bond, P.E.
Deputy Director
4800 E. 63rd Street
Kansas City, MO 64130

Phone: (816) 513-0168
Facsimile: (816) 513-0226
E-mail address: matt.bond@kcmo.org

Design Professional:

HDR Engineering, Inc.
Contact: Charlie Sievert, P.E.
Address: 10450 Holmes Rd., Ste. 600
Phone: (913) 314-0225 Facsimile: (816) 360-2701
E-mail address: Charlie.Sievert@hdrinc.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 Summary and Schedule of Position Classifications
Attachment D – Licensed Geographical Information System Data
Attachment E – HRD Documents

1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit
Attachment G – Truth-In-Negotiation Certificate
Attachment H – Affidavit of Compliance with the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0487-GAF

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location: https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf

Attachment I – Non-Construction Subcontractors Listing
Attachment J – Non-Construction Application for Payment

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

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 Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 5/5/2021

By: _____

Name: Joseph E. Drimmel

Title: Sr. Vice President

KANSAS CITY, MISSOURI

Date: 5/13/2021

By: DocuSigned by: D Matt Bond 44458FCE836C4D6...

Name: D. Matt Bond, P.E.

Title: Deputy Director
Water Services Department

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by: Theresa Danielsen E0E2BF64764D4B6...

6/22/2021

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec. 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds $300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional

shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

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

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

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

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds $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. 18. Assignability and Subcontracting.

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

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible

to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Sec. 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars($5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 24. Quality Services Assurance Act.

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 $12.50 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of

Ordinances or City has granted Contractor an exemption.

Sec. 25. Truth-In-Negotiation Certificate.

The Design Professional shall complete and execute the Truth-In-Negotiation Certificate attached hereto as **Attachment G** and incorporated herein simultaneous with the Design Professional's execution of this Agreement.

Sec. 26. Consent Decree Project.

The Project being performed by the Design Professional pursuant to this Agreement is subject the Consent Decree entered on September 27, 2010 in the U.S. District Court for the District of Western Missouri, by an between the United States of America, the State of Missouri, and the City of Kansas City, Missouri. The City shall incur significant stipulated penalties in the event that the Project is not completed within the time period required by the Consent Decree. In such case, the Contractor understands that **TIME IS OF THE ESSENCE** hereunder. The Design Professional shall be liable for the actual damages in the amounts set forth below, if the Design Professional fails to fully perform the Project, Scope of Work, Work Product, and Other Services as required hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work Products, provision of all services, and submission in a form acceptable to the City.

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

Day 1 through Day 30 - $1,000.00 per day;
Day 31 through Day 60- $2,000.00 per day;
Day 61 and thereafter - $4,000.00 per day.

These actual damages, along with any and all other damages, costs, and expenses incurred by the City in connection with this Agreement shall be the liability and obligation of the Design Professional. This shall not be the sole remedy of the City and City expressly reserves all rights and remedies available at law or in equity.

Sec. 27. 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.

ATTACHMENT A

SCOPE OF SERVICES – PRELIMINARY AND FINAL DESIGN SERVICES

Design Professional:	HDR Engineering, Inc.
Owner:	City of Kansas City, Missouri
Project:	Green Infrastructure Project 1-1: Mill Creek Park
City Contract No.:	1611
City Project No:	81000955

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) for providing Preliminary and Final Design Services to facilitate subsequent design and construction of green infrastructure in Mill Creek Park (MCP), located in the Brush Creek Basin of Kansas City, Missouri.

A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to build stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway in Kansas City, Missouri.

B. Federal Consent Decree. This Project is to meet the requirements of the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DP and its subconsultants and subcontractors.

C. Background Information. The CITY, acting through its WSD, is undertaking the Project to meet the requirements of the Federal Consent Decree to prepare design documents for construction of green infrastructure in the MCP.

   Associated stormwater collection system for approximately 49 acres of upstream tributary area will be constructed through a separate WSD contract. Proposed storm sewer system will tie-in to the existing downstream combined sewer system at two locations: 1) 43rd Street near north boundary of MCP; 2) 44th Street near east boundary of MCP.

   The project boundaries are generally W 43rd Street to the north, E 45th Street to the south (or the trail loop), the limits of MCP to the East, and Mill Creek Parkway to the west.

D. Follow-On Phases. At the discretion of the CITY and following bid phase services, the DP may be requested to provide construction phase services.

E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of development of preliminary and final design services for green infrastructure in MCP with stakeholder input. The Work consists of the following professional services:

1. Performance of professional services to develop preliminary and final design for green infrastructure in MCP, through effective stakeholder engagement and communication process. The design shall expand on concept designs developed through Conceptual Design Competition phase, existing coordination efforts with Kansas City Parks and Recreation and the MCP Association Board (Stakeholders).
2. Requested services include supplemental topographic and utility field survey, groundwater seepage and subsurface investigations, preparation of preliminary design with probable construction costs, preparation of final construction documents with probable construction costs, preparation of final graphic design renderings, and bid phase services.

F. 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 - Envision^{TM} Sustainability
3. Task Series 300 - Public and Stakeholder Enagagement
4. Task Series 400 - Field Investigation, Data Review ans Design Report
5. Task Series 500 - Design (30%, 60%, 90%, & 100%)
6. Task Series 600 - Bid Phase Services

G. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DP shall 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.

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 in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

DP will complete Task Series 100 through 500 within 302 calendar days following the CITY's issuance of a Notice to Proceed to DP. All tasks identified in this Scope of Services, except those identified as Optional Services, will be performed within 302 calendar days of a written Notice to Proceed. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP or as approved by the CITY.

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

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 Services identified herein and subcontractors employed by the DP in completion of the Work. In addition to managing project schedule and budget, the DP shall manage implementation of project critical success factors throughout the course of the project. The following management activities will be provided by DP.

Critical project success factors are:

1. Enhancing the park usage through creative design for overflow control.
2. Integrating Landscape Architectural and Engineering Principles and Practices.
3. Creating an amenity that the community can take pride in.
4. Engaging stakeholders during design development and construction.
5. Coordination with other City projects.

Task 101 Project Management Services

Provide project administration and management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. e-Builder will be used for document management on this project. DP shall implement quality control on all phases of the project to provide an independent review of the project.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices and a project status report. CITY will provide a format and a guideline for the information to be included with the project status report. Invoices will be submitted through e-Builder. At minimum, the following information shall be included:

1. DP and subcontractor work by task, with an estimate of work percent completion for each Task Series in the Basic Scope of Services.
2. Activities anticipated to be performed the next month.
3. Action items required by CITY.

4. Potential project scope variances with corrective action.
5. Assessment of DP's ability to meet project schedule milestones, including identification of any delays beyond its control.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for subconsultants. 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.

Task 104 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, and other logistics of project execution, including anticipated project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting summary.

At least 14 days prior to the meeting, the CITY will provide the DP other design ideas presented through Conceptual Design Competition for consideration. During the project Kickoff Meeting, the CITY and the DP will discuss elements of the other designs and programmatic elements that could be advanced and integrated into the preliminary design. Programmatic elements could include existing park users support through coordination with local non-profit organizations.

Task 105 Work Plan

DP shall prepare a draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at minimum, the following:

1. A summary of dedicated key team members' roles and responsibilities, including field crew leaders and contact information.
2. Project financial performance tracking.
3. Identification of milestones and deliverables, with date of delivery.

Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic copy of the final Work Plan.

Task 106 Progress Meetings

Participate in up to 10 progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, and variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to the CITY two days prior to each meeting, prepare/distribute meeting summary, and efficiently manage meeting participation.

Deliverables (electronic format)

1. Meeting agenda and summary
2. Draft and final work plan

TASK SERIES 200 - ENVISION™ SUSTAINABILITY

DP shall utilize Envision™ Sustainability to screen for the preferred design alternative from a total of three alternatives. DP shall evaluate Tier 2 Envision process determined by the City for green infrastructure project type and review recommendation, project needs and improvements to achieve incomplete credits. DP shall implement the Tier 2 Envision process as defined in the WSD Sustainability Playbook dated November 2020. DP shall utilize the Conversation Guide to document the planning, pre-design, design, and construction sustainability items considered for the project. Detailed evaluation of Tier 2 credits will be covered under Optional Services. Envision verification process is not included in this scope.

The DP shall:

1. Conduct review of three project alternatives as they each related to the 59 Envision credits.
2. Assist project manager in completing WSD Conversation Guide.
3. Consider credit applicability and viability, as well as determine a baseline level of achievement (LOA) for each credit and opportunities for improvement.
    - Use HDR's Envision workbook as an evaluation and recording tool, in place of ISI's online scoresheet.
4. Analyze and draft recommendations.
5. Review preliminary Envision scoring with CITY.
6. Compile memo with recommended strategies to increase sustainability on this project following the Tier 2 process defined in the WSD Sustainability Playbook dated November 2020.

Deliverables

1. Mill Creek Park Alternatives Sustainability Evaluation Memo (Tier 2).

Assumptions

1. Apply WSD Sustainability Playbook for a Tier 2 process to increase sustainability on this project.
2. KC Water's Sustainability Playbook specifies ISI's online scoresheet will be presented to show where the project scored across the five Envision categories. This will be presented similarly using HDR's Envision Workbook, but online scoresheets will not be created for each of the nine alternatives.
3. Documentation for Envision credits identified as part of the Tier 2 process will be covered under Optional Services. Following the 30% Design (once an alternative is

selected), a sustainability workshop may be held with the owner and other consultants, for a thorough assessment of the planned alternative as indicated under Optional Services.

4. Envision verification process is not included in this Scope.

TASK SERIES 300 - PUBLIC AND STAKEHOLDER ENAGAGEMENT

The objective of public engagement on this project is to create opportunities for Mill Creek Park stakeholders, park users and the public at large to provide meaningful feedback on efforts to achieve the Critical Project Success Factors. The DP shall consider Envision credits when planning for and implementing public and stakeholder engagement processes to inform the evaluation of design alternatives to increase Envision sustainability score and public acceptance. DP shall limit options to those that fit within the CITY construction budget while meeting the Consent Decree requirements.

Identified Stakeholders include Kansas City Parks and Recreation representatives and the MCP Association Board representatives. DP shall confirm list of stakeholders and expand upon as needed; conduct strategic Public and Stakeholder workshops/meetings to meet interim and major project milestones. DP shall assume planning process through a virtual environment unless authorized by the CITY and agreed upon by the DP to perform in-person engagement.

Task 301 Stakeholder Workshops (three virtual meetings, up to two hours in length each)

1. Stakeholder Contact Database Development - The DP in coordination with CITY, will develop a stakeholders list for inclusion in the workshop. It is anticipated up to eight individuals will participate in the workshops. In addition, stakeholders for one-on-one interviews will be identified. The DP will coordinate and record meeting outreach and RSVPs.
2. Stakeholder Kick-Off Workshop - The workshop will occur following the initial scoring of the nine alternatives and prior to the public meeting. The DP will facilitate a prioritization exercise intended to help identify project components critical to meeting the Project Critical Success Factors. The information gathered will be used by the DP and CITY to refine the content for the Public Meeting.
3. Second Stakeholder Workshop - The workshop will occur following the Public Kick-Off Meeting. The workshop purpose is to consolidate the nine alternatives to no more than three based on performance/function, acceptance and cost. Input received including stakeholder preferences, public comments and survey responses will be considered as part of acceptance criteria. The DP will facilitate the meeting and lead the alternatives refinement process.
4. Third Stakeholder Workshop - The workshop will occur after the Public Meeting. The workshop purpose is to consolidate remaining alternatives to a recommended plan to be carried forward to 30% design. Public comments, survey responses and stakeholder input will be reviewed and considered as part of the workshop. The DP will facilitate the meeting and lead the alternative refinement process.

Deliverables

1. Stakeholder database, participation summary, comment tracking, and user stories.
2. Assist project manager with virtual meeting plans including schedule, logistics, staffing and format.
3. Meeting agendas and summaries.
4. Meeting materials including exhibits and presentations.
5. One-on-one stakeholder interviews/small group engagement with documentation; as needed.

Task 302 Public Meeting

1. Community Engagement Plan - DP will draft a comprehensive but concise Community Engagement Plan (CEP), which will identify key audiences and outline goals, strategies, tools, and methods to be used throughout the Project.
2. Online Engagement - DP will utilize Social Pinpoint to allow the public to express their desires and preferences as it relates to Mill Creek Park. This tool will also allow the public to take an online survey with visual preference options. The information will be recorded and placed on a project website for easy access.
3. Virtual Public Meeting - DP will assist with a virtual public meeting to provide an overview of the project including need for the project, limits of work, scope, schedule, and milestones for upcoming public involvement opportunities including the virtual engagement tool (Social Pinpoint). The purpose of the meeting is to present opportunities and limitations of the project, present conceptual designs developed, gather public comments, ideas, thoughts, and concerns. DP will provide the following services to include:
    - Exhibits to explain project limits, scope of work, and schedule/key milestones.
    - A detailed site analysis for the project area.
    - Graphic depictions of key elements from nine Design Competition Concept Plans.
    - Create and distribute a user survey for the public to provide feedback on the proposed improvements.
    - Researching immediate and surrounding areas to identify key community contacts.
    - Meeting plans including dates, staffing, materials, and format.
    - Virtual platforms as needed to host meeting.
    - Provide and distribute outreach including social media posts, Nextdoor notifications, door hangers to homes and businesses, general meeting notifications to including print and electronic, postcard mailing (list to be provided by KC Water).
    - Draft press releases for distribution by KC Water and media outreach.

- Meeting collateral including sign in sheets, and written meeting summaries.
- Drafting a version of the engagement map.
- Community outreach presence at high-traffic areas; encouraging people to access the online engagement tool.
- Collecting and summarizing responses.
- Building a contact list from canvassing the local businesses and neighborhoods (addresses, email addresses, and phone numbers) to support outreach efforts throughout the Project.
- Documentation of interactions and add background information where appropriate.

4. Additional virtual Public meeting(s) will be covered under Optional Services. DP will perform the following services to include:

Deliverables

- Present result of Public Survey and identify how those comments have been addressed in the Concept Design.
- Present Concept Plan based on feedback from Stakeholders and Public.
- Setting up virtual platform to host meeting.
- Scheduling meeting dates.
- Promoting public meetings via social media, Nextdoor and, in some cases, delivering door hangers to homes and businesses.
- Creating and distributing meeting notifications to include both print and electronic assets.
- Coordinating postcard mailing (list to be provided by KC Water).
- Creating, printing, and distributing flyers, social media invitations, and e-mail invitation.
- Drafting press releases for distribution by KC Water.
- Media outreach.

TASK SERIES 400 - FIELD INVESTIGATION, DATA REVIEW ANS DESIGN REPORT

Task 401 Supplemental Topographic Survey

In addition to topographic data already provided by the City during Concept Design phase, DP shall define extents and perform supplemental topographic survey to support the design of green infrastructure, set survey control for contractors use during construction, and confirm utility relocations and critical plan and profile.

Task 402 Groundwater Seepage and Subsurface Investigation

DP shall conduct groundwater seepage and subsurface investigations including exploratory field work, laboratory and field testing, seepage modeling, and preparation of groundwater and subsurface report.

Subtask 402.1 Subsurface Investigation

DP shall conduct a subsurface investigation including exploratory field work, laboratory and field testing, and preparation of a subsurface report. A field infiltration test will be performed by the DP. The field infiltration testing will consist of:

DP shall conduct a subsurface investigation including exploratory field work, laboratory and field testing, and preparation of a subsurface report. A field infiltration test will be performed by the DP. The field infiltration testing will consist of:

1. Excavation of two test pits, 4-feet by 4-feet by 6-feet to visually document the soil stratigraphy. One grab sample from the bottom of the pit will be collected for laboratory grain size analysis. One monitoring well will be installed and the test pits will be backfilled with stone at the end of the workday.
2. The DP will monitor depth of water in each pit. A field infiltration test will be performed consisting of an initial saturation and followed within 24 hours, a second infiltration in accordance with Missouri Section 19 CSR 20-3.060 percolation field test.

Field investigations performed by the DP includes the following:

1. Obtain up to 5 soil borings at an approximate anticipated average depth of 20 feet located at critical locations. Obtain one boring advanced to bedrock. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. Soil samples will be collected at 1.5-foot increments vertically for visual classification and laboratory analysis from the upper 10 feet. The soil samples will be collected at 5-foot increments from 10 feet deep to the bottom of boring. One boring will be adjacent to the existing brick sewer to determine the type of backfill used when the brick sewer was constructed. The location of the sewer will be identified as indicated in Task 403.
2. Three of the borings will be used as temporary monitoring wells. The 5 monitoring wells (3 in borings, 2 in the test pits) will be monitored during the field infiltration testing and following rainfall events that exceed 0.5 inches within 24 hours during the 90-day monitoring window, not to exceed a total of thirteen sampling events..
3. Laboratory analysis will include moisture content, grain size analysis, and Atterberg tests. Report amount of sand, silt, and clay along with amount organic material and the presence of fill material. Up to 60 sieve size analysis, 60 hydrometers, 15 Atterberg tests and 60 moisture content analysis are included in the base services.
4. The CITY will install flow meters (15-minute flow, velocity, and depth measurements) in the existing 60-inch and 66-inch brick sanitary sewer pipe for continuous flow monitoring. One meter will be installed in the manhole where the pipe transitions from 60-inch to 66-inch (roughly middle of the project site). The CITY will provide the DP with the 15-minute flow measurement results in Excel format at roughly monthly intervals. The DP will

evaluate the information to determine if the sewer is gaining flow or losing flow through the project area. In addition, the flow measurements will be compared to the pit measurements to evaluate combined sewer exfiltration and groundwater infiltration within the project area.

5. Slug testing will be performed in the three monitoring wells that are installed in borings to obtain saturated hydraulic conductivity values.

The groundwater seepage and subsurface investigations will also include the following:

1. Perform Field Work and Testing - Perform exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater.
2. Groundwater and Subsurface Report - A report shall be prepared and shall discuss the general soil and ground water conditions underlying and adjacent to the site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations including minimum setbacks from adjacent structures, and recommend design criteria and parameters for earth supported improvements.

Subtask 402.2 Groundwater Seepage Analyses

The results of subsurface investigations (subtask 402.1), and incorporation of nearby subsurface information from exploratory drilling, soil series mapping (from the NRCS), or water table mapping (from the MODNR), will be used by the DP as a basis to develop two-dimensional (2D) seepage models to approximate the effectiveness and design development of up to three green infrastructure alternatives confined to the northern 1/3 of Mill Creek Park. The 2D seepage models will be used to evaluate the infiltration capacity for the design storm (event based). The seepage modeling performed by the DP may be supplemented with analytical solutions. Limited sensitivity analyses will be performed with the models to assess the effect of uncertainty in parameters on model result

Deliverables

1. Schedule and hold a groundwater and subsurface investigation meeting following the field data collection but prior to developing the report. This should include the field lead, DP, and appropriate CITY staff.
2. Groundwater and subsurface investigation report presenting the subsurface data and assumptions and results of groundwater analyses. The report shall include professional interpretations of the soils encountered, existing groundwater conditions on site, location of limiting soils including bedrock, and technical opinion of soils and groundwater conditions on construction and performance of green infrastructure. The report will be submitted electronically to the CITY for review and comments. The report will be revised according to review comments and included as an appendix to the Preliminary Design Memorandum.

Task 403 Utility Coordination

DP shall provide for the communication with impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility coordination shall be performed in accordance with the City of Kansas City, Missouri's Four Step Utility Notification Guideline. DP shall perform the following tasks in addition to the Four Step Utility Notification process:

1. Identify utilities that may be affected by the project. Contact those utility owners and determine locations of such utilities.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design. And, establish a plan for data collection with the utilities affected.
5. Perform up to five (5) potholes to probe critical utility crossings. Additional potholes shall be OPTIONAL SERVICES.

Deliverables

1. Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the CITY with the Preliminary Design Memorandum.

Task 404 Basis of Design Memorandum

DP shall prepare for and conduct a screening meeting to discuss green infrastructure alternatives evaluation including sizing, hydraulic and hydrologic model evaluation and cost estimates. The screening meeting will also consider the established Critical Project Success Factors and evaluate how each alternative successfully meets the goal of meaningful interdisciplinary collaboration, specifically in reference to the design of outdoor spaces in a park with a high volume of visitors.

Following the workshop, the DP shall submit a draft Basis of Design Memorandum in an electronic format, describing the evaluated alternatives, design considerations, hydrology and hydraulics, stage-storage relationships, inflow and outflow hydrographs, subsurface investigation, and public & stakeholder input. The Basis of Design Memorandum shall include a design alternative recommendation to move forward into final design.

CITY shall provide review comments, including consensus on recommendation for final design. DP shall provide final Basis of Design Memorandum with comments incorporated before advancing to 30% Design. Additional input from the CITY and changes noted through final design having an impact on cost/schedule of the project or implementation strategy shall be documented in the Basis of Design Memorandum appropriately as an additional section or an appendix.

Deliverables

1. Electronic copy of draft Basis of Design Memorandum.
2. Electronic copy of final Basis of Design Memorandum.

TASK SERIES 500 - DESIGN (30%, 60%, 90%, & 100%)

The base scope of services is based on the CITY construction budget of roughly $4.6M. Design effort to support additional construction funding will be considered Optional Services.

DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings will be produced at 30%, 90%, and at completion.

Task 501 Draft Contract Documents

DP shall develop 30 and 60 percent construction drawings for the approved design alternative using the template provided by the City. The format used for the drawings shall comply with City's Electronic Format requirements, design procedures, drafting standards and design criteria. Sheets included with draft construction drawings shall include, but not be limited, to:

1. Sediment and Erosion Control Plan
2. Demolition Plan
3. Layout and Staking Plan
4. Furnishing and Railing Plan
5. Plan and profile, on the same sheet for piping systems
6. Grading plan, with Survey Verification Points and spot elevations, tree protection plan
7. Plan View of green infrastructure (locations of components with northing/easting as necessary, spot elevations
8. Cross sections
9. Details, using the Green Stormwater Infrastructure Manual detail templates
10. Utility Plans and Details
11. Planting plan, educational signage, and outdoor learning plan
12. Irrigation plans and details
13. Structural plans and details

Prepare draft technical specifications for inclusion in Project Manual. These specifications shall include, but not be limited to:

1. 00005 Construction Certification Page
2. 00800 Supplementary Conditions
3. 01015 Specific Project Requirements
4. Green Stormwater Infrastructure Construction Specifications, using SpecsIntact

5. Project specific technical specifications

DP shall prepare an updated opinion of probable cost based on the draft contract documents. This estimate will be a Class 3 estimate consistent with AACE standards. DP shall continue utility coordination, per task series 200.

DP shall budget for up to three (3) revisions and resubmittals of the draft contract documents. For each submittal, CITY shall provide consolidated comments to the DP. DP will incorporate comments prior to resubmittal. CITY shall coordinate all interdepartmental reviews.

Deliverables

1. Electronic copy, draft design drawings (up to four submittals)
2. Electronic copy of Renderings
3. Electronic copy, draft technical specifications (up to four submittals)
4. Electronic copy, opinion of probable cost (up to four submittals)
5. Track and record utility coordination activities in accordance with the CITY's Utility Log Template.

Task 502 60% Design Workshop

DP and CITY will review 60% plans with Stakeholders to assess final construction budget and determine Final Design. The funded elements will progress to Final Design.

Task 503 Final Design

DP shall assist CITY in the facilitation of a final design workshop with the Stakeholders. The purpose of the workshop will be to discuss the final design, review anticipated construction staging and phasing, and solicit feedback for the bid and construction phase of the project.

Task 504 Final Design Memorandum

DP will prepare a draft Final Design Memorandum that includes detailed design assumptions and calculations, utility coordination activities, feedback from the workshop, and the final opinion of probable cost in a format provided by the CITY. CITY shall provide consolidated review comments. DP shall provide revised Final Design Memorandum with comments incorporated.

DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings will be produced at 90%, completion.

Deliverables

1. Electronic copy of Renderings
2. Electronic copy of draft Final Design Memorandum.
3. Electronic copy of Final Design Memorandum

Task 505 Final Contract Documents

DP shall prepare final design drawings. Sheets included with final design drawings shall include, but not be limited, to:

1. Plan and profile, on the same sheet for piping systems.
2. Grading plan, with Survey Verification Points and spot elevations, tree protection plan.
3. Plan View of green infrastructure (locations of components with northing/easting as necessary, spot elevations.
4. Cross sections.
5. Details, using the Green Stormwater Infrastructure Manual detail templates.
6. Plan View sheets for Site Activity Plan.
7. Planting plan.
8. Educational signage plan.

Prepare final technical specifications for inclusion in Project Manual. CITY will compile Project Manual. These specifications shall include, but not be limited to:

1. 00005 Construction Certification Page
2. 00800 Supplementary Conditions
3. 01015 Specific Project Requirements
4. Green Stormwater Infrastructure Construction Specifications, using SpecsIntact
5. Project specific technical specifications

Deliverables

1. Electronic copy of Renderings
2. Electronic copy, final design drawings
3. Electronic copy, final technical specifications

Task 506 Draft Operations and Maintenance Manual

DP shall prepare draft operations and maintenance manual following an example format provided by CITY to be finished during CPS phase.

Deliverables

1. Electronic copy of draft Operations and Maintenance Manual (InDesign format, fully packaged to include fonts, photographs, etc.)

TASK SERIES 600 - BID PHASE SERVICES

DP shall assist the City in facilitating a pre-bid meeting and evaluating received bids to provide recommendation on lowest and qualified bid. DP shall prepare for the pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. In coordination with City Project Manager, DP shall prepare for the pre-bid meeting at a date, time and place provided by the City. DP shall prepare an agenda and facilitate the meeting with assistance from CITY.

DP shall update the Final Class 1 cost opinion to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the City in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

DP shall consult with and advise City as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the City, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. City shall provide one copy of each bid as well as a bid tab to DP for evaluation. Make written recommendation regarding the award of construction contract.

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 $150,000.00 for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall 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.

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, operations and maintenance 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 coordinate meetings between CITY staff and the DP.

C. Provide topographic survey, GIS data, including property lines, contours, water main, sewer records, and planimetric for the overall project. Aerial imagery for the project will also be provided by the CITY upon request. DP shall submit all GIS requests to water.gis@kcmo.org

D. The CITY and DP understand the goal of infiltrating 49 acres of stormwater runoff from a 1.4-inch rain has not been widely performed in the Kansas City metro area and the nature of the services are innovative. The DP will use customary standard of care to perform field investigation, testing and design services however the CITY and DP understand that some amount of adaptive management may be needed post construction to improve performance. Further, groundwater elevation impacts from sanitary sewer lining and storm sewer separation projects may impact the performance of the designed system which are beyond the DP control.

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. General Requirements

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

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
    a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
    b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
    a. Individuals may use the User Application included in these specifications or may request the User Application.
    b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
    c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

ATTACHMENT C

ENGINEER FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS

KCMO Mill Creek Park
Scope and Fee

	Staff Name	Drimmel	Sievert	Bryant	West	Lee	Lane	Deas	Dove	Adams-Weber	Sandbothe	Hardee	Lewis	Ninete	Wiseman	Kalivoda	Rabatin	Cook	Parks	Shaw	Keyhill	Katiyar	Ritterhaus Public Involvement Specialist	George Public Involvement Specialist	Campbell	Harkins	Berne	Crowley, Loring	Weber, Dan	Rossman, Nathan	Koster, Ryan	Anderson, Scott (Denver)					
	Rate Schedule Code	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Project Engineer	Project Engineer	EIT	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	Civil Engineer	EIT	Project Engineer	Sr. Project Engineer	Project Engineer	Project Engineer	Sr. CAD/GIS Technician	Project Engineer	Sr. Project Engineer	Sr. CAD/GIS Technician	Sr. Project Engineer	Public Involvement Specialist	Public Involvement Specialist	Project Controls	Accountant/Project Controls	Admin	Project Engineer	Sr. Project Engineer	Project Engineer	EIT	Sr. Civil Engineer	HDR Expenses	DuBois Subconsultant	Parson & Associates Subconsultants	TREKK Subconsultants	TSI Subconsultants	Total
	Billing Rate	$374.50	$272.72	$219.82	$170.42	$121.87	$162.76	$89.62	$224.44	$206.37	$125.86	$165.89	$117.47	$143.40	$260.41	$131.54	$148.72	$116.74	$119.17	$229.12	$127.01	$214.62	$168.20	$85.79	$108.62	$95.03	$70.83	$184.13	$224.29	$124.21	$100.26	$240.56						
	TASKS																																				
	Task Series 100 - Project Management and Administration																																				
101	Project Management Services and Quality Control	4	32																						12												$11,528
102	Monthly Invoicing and Project Status Reports		24								24															16							$2,000	$2,000	$1,000	$1,000	$17,086
103	Subconsultant Agreements and Administration		8																						8	8											$3,811
104	Project Kick Off Meeting (Virtual)		4	2					2		2																										$2,231
105	Work Plan Development and Submittal		4	2							8																										$2,537
106	Progress Meetings (10)		20	5					10	4	10																						$215	$2,600	$2,600	$1,000		$17,297
	Subtotal Hours	**4**	**92**	**9**	**0**	**0**	**0**	**0**	**12**	**4**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**24**	**0**	**0**	**0**	**0**	**0**	**0**						
	Subtotal Dollars	**$1,498**	**$25,090**	**$1,978**	**$0**	**$0**	**$0**	**$0**	**$2,693**	**$825**	**$5,538**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,172**	**$2,281**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$215**	**$4,600**	**$4,600**	**$2,000**	**$1,000**	**$54,491**
	Total Task 100																																				**$54,491**
	Task Series 200 - EnvisionTM Sustainability																																				
	Preliminary Score 3 Alternatives (Tier 2)			8					8		8			12																							$6,282
	Draft Envision Evaluation Memo			4					4		4			12													8										$4,568
	Review with City (Virtual Workshop)			2					2		2			8																							$2,287
	Submit Final Envision Evaluation Memo										4			12													6										$2,649
	Subtotal Hours	**0**	**0**	**14**	**0**	**0**	**0**	**0**	**14**	**0**	**18**	**0**	**0**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**0**	**0**	**0**	**0**	**0**						
	Subtotal Dollars	**$0**	**$0**	**$3,078**	**$0**	**$0**	**$0**	**$0**	**$3,142**	**$0**	**$2,265**	**$0**	**$0**	**$6,309**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$992**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,786**
	Total Task 200																																				**$15,786**
	Task Series 300 - Public and Stakeholder Engagement																																				
301	Stakeholder Workshops (3 virtual meetings)																																				
	Workshop Materials Development			8							8												4														$3,438
	Stakeholder Workshops (3 virtual meetings)		6						6	6													4														$4,894
302	Public Meetings (1 virtual)																																				
	Public Meetings Materials Development			8							8			4																				$2,000				$5,339
	Community Engagement Plan		2																														$5,000				$5,545
	Online Engagement (Social Pinpoint)																																$10,000				$10,000
	First Public Meeting (virtual)		2	4	4				4																								$20,000				$23,004
	Subtotal Hours	**0**	**10**	**20**	**4**	**0**	**0**	**0**	**10**	**6**	**16**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**						
	Subtotal Dollars	**$0**	**$2,727**	**$4,396**	**$682**	**$0**	**$0**	**$0**	**$2,244**	**$1,238**	**$2,014**	**$0**	**$0**	**$574**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,346**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$37,000**	**$0**	**$0**	**$52,221**
	Total Task 300																																				**$52,221**
	Task Series 400 - Field Investigation, Data Review and Design Report																																				
401	Supplemental Topographic Survey											4																							$2,500		$3,164
402	Subsurface Investigation		2						4																											$39,700	$41,143
	Testing Oversight (includes performing slug tests)																											4	2	4	28						$4,489
	Testing Analysis																											4	4	4	12						$3,334
	Flow meter data from sewer analysis																											2		2							$617
	Groundwater Monitoring (90 days)																																		$4,000		$4,000
	Groundwater Seepage Analysis																		40									40	8	80		8	$500					$26,288
	Report								8																		16	24	8	24	32						$15,332
403	Utility Coordination										8																								$3,000		$4,007
404	Basis of Design Memorandum		8	28	40	40	25	25	16		40		16	8													16										$39,123
	Subtotal Hours	**0**	**10**	**28**	**40**	**40**	**25**	**25**	**28**	**0**	**48**	**4**	**16**	**8**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**32**	**74**	**22**	**114**	**72**	**8**						
	Subtotal Dollars	**$0**	**$2,727**	**$6,155**	**$6,817**	**$4,875**	**$4,069**	**$2,240**	**$6,284**	**$0**	**$6,041**	**$664**	**$1,879**	**$1,147**	**$0**	**$0**	**$0**	**$0**	**$4,767**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,345**	**$0**	**$2,267**	**$13,626**	**$4,934**	**$14,160**	**$7,219**	**$1,924**	**$500**	**$0**	**$0**	**$5,500**	**$43,700**	**$145,841**
	Total Task 400																																				**$145,841**
	Task Series 500 - Design (30%, 60%, 90%, & 100%)																																				
501	Draft Contract Documents (30% and 60%)																																				$0
	30% Construction Drawings Development		8	50	70	80			30		40	8						16	40		60																$62,202
	Prepare Rendering			8	16	24																															$7,410
	Develop technical specifications outline				8								8		4	4																					$3,871
	Update technical specifications outline			2	4						8		8		1	4																					$3,854
	Opinon of Probable Construction Costs (AACE Class 3)																16			2																	$2,838
	Submit 60% Documents		4	2	4	4					4		4								4						8						$750				$5,498
502	60% Design Workshop		2	2						2	2																										$1,650
	Documentation of Funded Elements		2	4							4																										$1,928
	Address comments and submit updated 60% plans		2	16	16	24			8		8					4					16																$15,075
503	Final Design (90% and 100%)																																				$0
	90% Construction Drawings Development (Funded Portion)		4	30	60	70					12	8			4	4					24													$15,000		$3,500		$52,396
	Prepare Rendering			8	8	8	8	8																													$6,116
	Develop technical specifications										8					4					16						20											$4,982
	Opinon of Probable Construction Costs (AACE Class 2)																16			2																	$2,838
	Submit 90% Drawings and Address Comments		2	4	4	4			8		4										4						8						$750				$6,718
	100% Construction Drawings Development		2	16	24	40					12	4			2	2					40																$21,066
	Prepare Rendering			2	2		8	8																													$2,800
	Update technical specifications				8						4																8										$2,433
	Opinon of Probable Construction Costs (AACE Class 1)																16			2																	$2,838
504	Final Design Memorandum		2	2	8				8		8														32		8						$14,000				$23,193
	Operation, Maintenance and Monitoring Plan										4																											$7,371
	Submit Final Contract Doscuments			8	8																												$750				$3,872
	Subtotal Hours	**0**	**34**	**212**	**309**	**342**	**16**	**16**	**86**	**2**	**136**	**28**	**38**	**0**	**15**	**26**	**72**	**18**	**80**	**8**	**212**	**32**	**0**	**0**	**32**	**0**	**60**	**0**	**0**	**0**	**0**	**0**						
	Subtotal Dollars	**$0**	**$9,272**	**$46,602**	**$52,661**	**$41,681**	**$2,604**	**$1,434**	**$19,302**	**$413**	**$17,116**	**$4,645**	**$4,464**	**$0**	**$3,906**	**$3,420**	**$10,708**	**$2,101**	**$9,533**	**$1,833**	**$26,926**	**$6,868**	**$0**	**$0**	**$3,476**	**$0**	**$4,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,000**	**$44,000**	**$0**	**$8,500**	**$0**	**$328,716**
	Total Task 500																																				**$328,716**
	Task Series 600 - Bid Phase Services																																				
	Pre-Bid meeting		2								4																										$1,049
	Opinon of Probable Construction Costs (AACE Class 1)																4																				$595
	Review Bid Tabulations		1								4																										$776
	Recommenation of award letter		1								2																										$524
	Subtotal Hours	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**						
	Subtotal Dollars	**$0**	**$1,091**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,259**	**$0**	**$0**	**$0**	**$0**	**$0**	**$595**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,944**
	Total Task 600																																				**$2,944**
	Task Series 700 - Optional Services																																				
	Optional Services																																				$150,000
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**						
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	Total Task 700																																				**$150,000**
	Total Hours	**4**	**150**	**283**	**353**	**382**	**41**	**41**	**150**	**12**	**272**	**32**	**54**	**56**	**15**	**26**	**76**	**18**	**120**	**8**	**212**	**32**	**8**	**0**	**92**	**24**	**106**	**74**	**22**	**114**	**72**	**8**						**2,857**
	Total Billing Amount	**$1,498**	**$40,908**	**$62,210**	**$60,159**	**$46,556**	**$6,673**	**$3,674**	**$33,666**	**$2,476**	**$34,233**	**$5,309**	**$6,343**	**$8,030**	**$3,906**	**$3,420**	**$11,302**	**$2,101**	**$14,300**	**$1,833**	**$26,926**	**$6,868**	**$1,346**	**$0**	**$9,993**	**$2,281**	**$7,508**	**$13,626**	**$4,934**	**$14,160**	**$7,219**	**$1,924**	$3,715	$48,600	$41,600	$16,000	$44,700	**$750,000**
																																			Base Sub-Totals =	**$600,000**
																																			Total With Optional Services	**$750,000**

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

HRD DOCUMENTS

1. 00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: HRD Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000955

Project Title Green Infrastructure Project 1-1: Mill Creek Park

City of Kansas City - Water Services Department _____

(Department Project) Department

HDR Engineering, Inc.

(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Joseph E. Drimmel, of lawful age and upon my oath state as follows:

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

2. The project goals are 15 **% MBE** and 10 **% WBE.** Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15 **% MBE** 10 **% WBE**

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

   a. Name of M/WBE Firm DuBois
   Address 5737 Swope Parkway, Kansas City, MO 64130
   Telephone No. 816-333-7700
   I.R.S. No. 43-1494206

b. Name of M/WBE Firm TSi Geotechincal, Inc. (MBE)
Address 8248 NW 101st Terrace, #5, Kansas City, MO 64153
Telephone No. 314-276-2623
I.R.S. No. 43-1535463

c. Name of M/WBE Firm Parson & Associates
Address 1518 E. 18th Street, Kansas City, MO 64108
Telephone No. 816-216-6571
I.R.S. No. 33-1169076

d. Name of M/WBE Firm TREKK Design Group LLC (WBE)
Address 1441 E. 104th Street, Ste. 105
Telephone No. 816-874-4655
I.R.S. No. 43-1953275

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
DuBois	Contractor			8%
Parson & Associates	Contractor			7%

TOTAL MBE $ / TOTAL MBE %: $_____ 15 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TSi	Contractor			7.5%
TREKK	Contractor			3%

TOTAL WBE $ / TOTAL WBE %: $_____ 10.5 %

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than

the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Charles Sievert, PE
Address: 10450 Holmes Rd., Ste. 600
Kansas City, MO 64131
Phone Number: 913-314-0225
Facsimile number: 816-360-2701
E-mail Address: Charles.Sievert@hdrinc.com

By: [signature]
Title: Sr. Vice President
Date: 5/3/2021
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 3rd day of May, 2021.

My Commission Expires: October 2, 2024 [signature]
Notary Public

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: ☐
Updated LOI: ☐

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Parson & Associates 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.]

Public and stakeholder engagement

for an estimated amount of $_____ (or 7 % 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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: Parson & Associates

Full address: 1518 E. 18th Street (Street number and name) Kansas City, MO (City, State and Zip Code)

Primary contact: Robert Parson (Name) 816-216-6571 (Phone)

a) This subcontractor is (circle 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: HDR Engineering, Inc.

Signature: Prime Contractor

Joseph E Drimmel
Print Name

Sr. Vice President
Title

4/8/21
Date

State of Missouri)

County of Jackson)

I, Joni L. Campbell, 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 8th day of April, 2021

My Commission Expires: October 2, 2024

Joni L. Campbell
Notary Public

STAMP:

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

MWDBE SUBCONTRACTOR BUSINESS NAME: Parson & Associates

Signature: Prime Contractor

Robert "Jason" Parson
Print Name

Pres.ht
Title

8 April 21
Date

State of Missouri)

County of Jackson)

I, _____, 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 8th day of April, 2021

My Commission Expires: Sept 09, 2024

Elmer Taylor III
Notary Public

STAMP:

ELMER TAYLOR III
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 9, 2024
JACKSON COUNTY
COMMISSION #12464119

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☐
Updated LOI:	☐

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor DuBois Consultants, 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.]

Site Civil, structural

for an estimated amount of $_____ (or 8 % 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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: DuBois Consultants, Inc.

Full address: 5737 Swope Parkway Kansas City, MO 64130
(Street number and name; City, State and Zip Code)

Primary contact: Ajamu K. Webster 816-333-7700
(Name; Phone)

a) This subcontractor is (circle 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); <u>SIGNATURES ONLY</u> FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Signature: Prime Contractor

Joseph E Drimmel
Print Name

Sr. Vice President
Title

4/8/21
Date

State of Missouri)

County of Jackson)

I, Joni L. Campbell, 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 8th day of April, 2021.

My Commission Expires: October 2, 2024

Joni L. Campbell
Notary Public

STAMP:

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

MWDBE SUBCONTRACTOR BUSINESS NAME: DuBois Consultants

Signature: Prime Contractor

A. Jane K. Webster
Print Name

President
Title

4-8-2021
Date

State of Missouri)

County of Jackson)

I, Lana Talley, 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 8th, 2021.

My Commission Expires: 9/20/2024

Lana A Talley
Notary Public

STAMP:

LANA A TALLEY
NOTARY PUBLIC
NOTARY SEAL
11385512
COMM. EXPIRES 09-20-2024
JACKSON COUNTY
STATE OF MISSOURI

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: ☐
Updated LOI: ☐

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 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.]

Field Sruvey, Utility coordination, site civil

for an estimated amount of $_____ (or 3 % 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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: 1411 E. 104th Street (Street number and name) Kansas City, MO 64131 (City, State and Zip Code)

Primary contact: Kimberly Robinett (Name) 816-874-4655 (Phone)

a) This subcontractor is (circle 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); <u>SIGNATURES ONLY</u> FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Signature: Prime Contractor

Joseph E Drimmel
Print Name

Sr. Vice President
Title

4/8/21
Date

State of Missouri)
County of Jackson)

I, Joni L. Campbell, 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 8th day of April, 2021

My Commission Expires: October 2, 2024

Joni L. Campbell
Notary Public

STAMP:

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Signature: Prime Contractor

Kimberly Robnett
Print Name

Managing Partner / CEO
Title

4/8/21
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 8th day of April, 2021

My Commission Expires: 4/30/2022

Linda S Dodson
Notary Public

STAMP:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

LINDA S DODSON
My Commission Expires
June 30, 2022
Jackson County
Commission #14991560

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: ☐
Updated LOI: ☐

Project Name/Title Green Infrastructure Proj 1-1: Mill Creek Park

Project Location/Number 810009555

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor TSi Geotechnical, 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.]

Geotechnical

for an estimated amount of $_____ (or 7.5 % 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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: TSi Geotechnical, Inc.

Full address: 8248 NW 101st Terrace #5 (Street number and name) Kansas City, MO 64153 (City, State and Zip Code)

Primary contact: Denise Hervey (Name) 816-599-795 (Phone)

a) This subcontractor is (circle 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: HDR Engineering, Inc.

Signature: Prime Contractor — Joseph E Drimmel (Print Name)

Sr. Vice President (Title) — 4/8/21 (Date)

State of Missouri)

County of Jackson)

I, Joni L. Campbell, 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 8th day of April, 2021

My Commission Expires: October 2, 2024 — Joni L. Campbell (Notary Public)

STAMP:

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

MWDBE SUBCONTRACTOR BUSINESS NAME: TSi Geotechnical, Inc.

Signature: Prime Contractor — Morris E. Hervey, Jr. (Print Name)

President (Title) — 4/8/2021 (Date)

State of Missouri)

County of ~~Jackson~~ Saint Louis)

I, Morris E. Hervey, Jr., 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 8th day of ~~8th~~ April 2021

My Commission Expires: 1/2/2022 — Jennifer A. Lederman (Notary Public)

STAMP:

JENNIFER A LEDERMAN
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 18009906
My Commission Expires 01-02-2022

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Joseph E. Drimmel (*Name*), acting in my capacity as Sr. Vice President (*Position with Firm*) of HDR Engineering, Inc. (*Name of Firm*), with the submittal of this Timetable, certify that the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___

Other 10 months (Specify)

Throughout _____ Beginning 1/3 _____

Middle 1/3 _____ Final 1/3 _____

Beginning 1/3 20 % Middle 1/3 30 % Final 1/3 50 %

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

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

(Signature)

Sr. Vice President

(Position with Firm)

4/8/21

(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____
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 HRD recommend or approve: (check appropriate space(s))

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

   for the MBE/WBE firm _____ which is currently
   (Name of old firm)
   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

   perform the following scope of work: _____.
   (Scope of work of old firm)

   b. ____A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

   _____ % MBE_____% WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

   TO

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

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

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

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

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

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

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

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

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

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

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

Dated:_____ _____

(Bidder/Proposer/Contractor) **"Company Name"**

_____

By: (Authorized Representative) "**signature"**

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

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

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

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

CONTRACTOR_____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____of the_____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

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

My commission expires:

_____ _____
Notary Public

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

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) (Print Name)

_____ _____
(Title) (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 Missouri)
) ss
COUNTY OF Jackson)

On this 3rd day of May, 2021, before me appeared Joseph E. Drimmel, 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 Sr. Vice President (title) of HDR Engineering, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Affiant's signature

Subscribed and sworn to before me this 3rd day of May, 2021.

Notary Public

My Commission expires: October 2, 2024

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

ATTACHMENT G

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0487-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

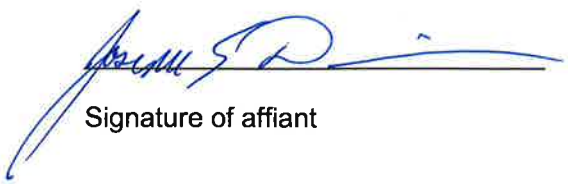
I, Joseph E. Drimmel, having full authority to act on behalf of HDR Engineering, Inc., do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as 81000955/1611 Green Infrastructure Project 1-1: Mill Creek Park.

2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.

3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.



Signature of affiant

On this 3rd day of May, 2021 before me, Joni L. Campbell, a Notary Public in and for said state, personally appeared (Joseph E. Drummet), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Joni L. Campbell

Notary Public

My commission expires: October 2, 2024

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

Attachment H

Affidavit of Compliance With the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0487-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, Joseph E. Drimmel, having full authority to act on behalf of HDR Engineering, Inc., do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Signature of affiant

On this 3rd day of May, 2021 before me, Joni L. Campbell, a Notary Public in and for said state, personally appeared (Joseph E. Drimmel), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Notary Public

My commission expires: October 2, 2024

JONI L. CAMPBELL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: October 02, 2024
Commission Number: 12400350

ATTACHMENT I

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: Parson & Associates Email:	Address: 1518 E. 18th Street, Kansas City, MO, 64153 Phone: 816-216-6571 Fax:
2.	Name: TSi Geotechnical, Inc. Email:	Address: 8248 NW 101st Terrace #5, Kansas City, MO 64153 Phone: 816-599-795 Fax:
3.	Name: DuBois Consultants, Inc. Email:	Address: 5737 Swope Parkway, Kansas City, MO 64130 Phone: 816-333-7700 Fax:
4.	Name: TREKK Design Group, LLC Email:	Address: 1411 E. 104th Street, Kansas City, MO 64131 Phone: 816-874-4655 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: HDR Enginnering, Inc.
Submitted By: Joseph E. Drimmel
Title: Senior Vice President
Telephone No.: 816-360-2700
Fax No.: 816-360-2701
E-mail: Joseph.Drimmel@hdrinco.com
Date: 5/3/2021

ATTACHMENT J

NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number 81000955
Contract Number 1611
Project Title Green Infrastructure Project 101: Mill Creek Park

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

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 Payments			[8]	$0.00
PAYMENT DUE CONTRACTOR (7-8)			[9]	$0.00

Instructions to Design Professional/Contractor:

1. 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.
2. 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**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment,** if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. 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
Name, Project Manager
4800 E 63rd St
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:_____

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DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 1611 PROJECT NO. 81000955
PROJECT TITLE – GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on June 22, 2021, as follows:

WHEREAS, City has previously entered into a contract dated June 22, 2021 in the amount of $750,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of $75,000.00, to amend the total contract amount to $825,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 1, City and Design Professional agree as follows:

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

A. Add the following section(s):
   a. Attachment A1 – Additional Scope of Services, attached herein;
   b. Attachment C1 – Fee Estimate, attached herein;
   c. Sec. 8. Responsibilities of City., Subparagraph F:
   Evaluate Contractor's performance at key contractual milestones per the City's Water Services Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

B. Delete and replace the following section(s):
   a. Delete Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4 and replace with the following Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4:

      A. The maximum amount that City shall pay Design Professional under this Agreement is $825,000.00 as follows:

         1. $583,619.00 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

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multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.

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 date the City approves the revised Schedule.

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 $241,381.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

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

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

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

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

Date: Mar 24, 2023

By: _____
Cory Imhoff
Title: Sr. Vice President

KANSAS CITY, MISSOURI

Date: 4/17/2023

By: DocuSigned by: Andy Shively 5C2BF4AF648149C...

Name: Andy Shively, P.E.
Title: Deputy Director

Approved as to form:

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

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

DocuSigned by: Eric Clemenger 18F59B5A8EE444E... 5/3/2023
Director of Finance (Date)

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Attachment A1

Scope of Services for Amendment No. 1

Task 507: Lighting Design

Review previous Mill Creek Park Lighting Master Plan prepared by others. Assess lighting needs to address safety and security standards for park and trail pedestrian areas. Design lighting system for new pedestrian areas of the green infrastructure project. Provide lighting designs and fixture selections to Mill Creek Park Association and KC Parks for review. Coordinate with Evergy to determine sufficiency of existing power feed to the park. Provide final construction plans for Park lighting.

Task 508: ADA Ramp Improvements at 43rd Street and Mill Creek Parkway

Design improvements to the ADA ramps and sidewalks on the southeast and southwest corners of the intersection which are currently not to standard. Extend the design of the north plaza area of the green infrastructure project to the sidewalks and ADA ramp on the southeast corner. Coordinate design with KC Public Works.

Task 509: Update Green Infrastructure Layout to Accommodate Surface Stormwater Flows in Mill Creek Parkway

Stormwater modeling showed that the original layout was reducing the surface area for stormwater flows along Mill Creek Pkwy and through the park. Revise green infrastructure footprint to narrow and lengthen to accommodate the simulated 100-year overland flows from this area. Perform civil and structural design changes necessary to accommodate the simulated stormwater flows.

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Green Infrastructure Project 1-1: Mill Creek Park - Attachment C-1

Fee Estimate

Staff Name	Sievert, C	Sandbothe, A	Healan, R	Cottini, A	Zaman, S	Bryant, W	Dove, E	Keyhill, P			
Rate Schedule Code	Sr. Project Manager	Project Engineer	Project Engineer	Project Engineer	EIT	Sr. Project Engineer	Sr. Project Engineer	Sr. CAD/GIS Technician			
Project Role	PM	Civil	Landscape Arch	Electrical	Landscape CAD	Landscape Arch	Civil	CAD			
Billing Rate	$300.96	$159.63	$178.60	$198.06	$99.83	$244.66	$240.46	$134.76	*HDR Expenses*	*Subconsultant*	*Total*
TASKS											
A. Task 1 - Mill Creek Optional Services											
1 Lighting	2	16	16	28	16	12	4	16		$0	$19,210
2 ADA Ramp Improvements	2	16	24	28	0	12	24	24			$24,929
3 Additional Storm Water Flows	2	24	0		30	18	12	16		$14,000	$30,849
Subtotal Hours	**6**	**56**	**40**	**56**	**46**	**42**	**40**	**56**			
Subtotal Dollars	**$1,806**	**$8,939**	**$7,144**	**$11,091**	**$4,567**	**$10,276**	**$9,619**	**$7,547**	**$0**	**$14,000**	**$74,989**
Total Task 1											**$74,989**
Total Hours	**6**	**56**	**40**	**56**	**46**	**42**	**40**	**56**			**342**
Total Billing Amount	**$1,806**	**$8,939**	**$7,144**	**$11,091**	**$4,567**	**$10,276**	**$9,619**	**$7,547**	**$0**	**$14,000**	**$74,989**

Estimated Project F $74,989

Amendment Total (Rounded) **$75,000.00**

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DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 1611 PROJECT NO. 81000955
PROJECT TITLE - GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on June 22, 2021, as follows:

WHEREAS, City has previously entered into a contract dated June 22, 2021 in the amount of $750,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of $75,000.00 to amend the total contract amount to $825,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of $751,978.00, to amend the total contract amount to $1,576,978.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 2, City and Design Professional agree as follows:

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

A. Add the following section(s):
   a. Attachment A2 – Design Phase and Value Engineer Scope of Services, attached herein;
   b. Attachment C2 – Engineering Fee Summary and Schedule of Position Classifications, attached herein;
   c. Part II, Standard Terms and Conditions, CREO Contract Assurances Addendum Rev. 2.2023, attached herein.

B. Delete and replace the following section(s):
   a. Delete Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4 and replace with the following Sec. 4. Compensation and Reimbursable, Subparagraphs 1-4:

      A. The maximum amount that City shall pay Design Professional under this Agreement is <u>$1,576,978.00</u> as follows:
         1. <u>$1,110,615.00</u> for the services performed by Design Professional under this Agreement.

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2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C2**.

   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 date the City approves the revised Schedule.

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 $366,363.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs 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 $100,000.00 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.

b. Delete Part II Standard Terms and Conditions, and replace with the following Part II Standard Terms and Conditions, attached herein.

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

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

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

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

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

Date: 7/31/2024

By: DocuSigned by: 8A9BE59A3FC34BC...

Title: Sr. Vice President

KANSAS CITY, MISSOURI

Date: 9/4/2024

By: DocuSigned by: Andy Shively 15C2BB44E648149C...

Name: Andy Shively, P.E.
Title: Deputy Director
KC Water Services

Approved as to form:

DocuSigned by: Mark Jones 6009A44E575B480...

Assistant City Attorney

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

DocuSigned by: Anne Kaps 996237FFA75F404... 9/24/2024

Director of Finance (Date)

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ATTACHMENT A2

DESIGN PHASE AND VALUE ENGINEER SCOPE OF SERVICES

DESIGN PROFESSIONAL:	**HDR**
OWNER:	**CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT**
PROJECT:	**GREEN INFRASTRUCTURE: MILL CREEK PARK (MCP)**
WSD CONTRACT NO:	**AMENDMENT NO. 2 TO CONTRACT NO. 1611**
WSD PROJECT NO:	**81000955**

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate construction of new green infrastructure facilities, construction of new storm and combined sewers, and relocation of a 42-inch diameter water transmission main located in the Brush Creek basin in Kansas CITY, Jackson County, Missouri.

A. The Project. The Water Services Department (WSD) of the CITY of Kansas CITY (CITY), Missouri, intends to construct a stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway.

B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the CITY of Kansas CITY, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL.

C. DESIGN PROFESSIONAL Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the project. Under this Amendment No. 2, the CITY is contracting with DESIGN PROFESSIONAL to provide Construction Phase Services for the project.

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D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Design Phase Services

1. Task Series 100, 300, 400, and 500

Bid Phase Services

2. Task Series 600

Value Engineering Services

3. Task Series 700

E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly include any additional responsibilities or duties upon DESIGN PROFESSIONAL.

F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of 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. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other CITY Departments.

2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

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

1. Task Series 500. Task Series - COMPLETED.

2. Task Series 600. DESIGN PROFESSIONAL shall complete additional service associated with Task Series 600 within 60 calendar days after issuance of Notice to Proceed for this Task by CITY.

3. Task Series 700. DESIGN PROFESSIONAL shall complete additional services associated with Task Series 700 within 24 calendar days after issuance of Notice to Proceed for this Task by CITY.

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4. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

III. BASIC SCOPE OF SERVICES FOR ADDITIONAL DESIGN, BID, AND CONSTRUCTION PHASE SERVICES

The following additional services were performed above and beyond the original scope of services during the design phase of the project:

DESIGN PHASE SERVICES

TASK SERIES 100-PROJECT MANAGEMENT AND ADMINISTRATION

1. Participated in additional project management services for 12-months beyond the original project schedule.

TASK SERIES 300 – PUBLIC AND STAKEHOLDER ENGAGEMENT

1. Coordinated on-site lighting design with Mill Creek Park Association (MCPA).

2. Coordinated intersection improvements at 43rd and Mill Creek Parkway with Public Works Department.

3. Coordinated with MCPA and Parks Department regarding necessary plantings to elevate MCPA's arboretum status.

4. Coordinated with Parks Department and MCPA regarding future plans for playground equipment to be added to site in the future.

TASK SERIES 400-FIELD INVESTIGATIONS, DATA REVIEW AND DESIGN REPORT

1. Coordinated and installed a temporary groundwater monitoring well to replace existing well damaged by CITY contractor during CIPP of existing brick sewer.

2. DESIGN PROFESSIONAL reviewed geotechnical design of CIPP liner in the brick combined sewer which was lined by the CITY after DESIGN PROFESSIONAL was under contract. DESIGN PROFESSIONAL reviewed geotechnical design for thrust blocks added to the water transmission main realignment after 60% design was complete. Also review loading of thrust blocks again brick combined sewer.

3. DESIGN PROFESSIONAL met on-site with Parks Department arborist to gain approval of necessary tree trimming and removals.

TASK SERIES 500 - DESIGN

1. DESIGN PROFESSIONAL provided detailed design of 42-inch diameter water transmission main including tie-ins to existing PCCP water main, thrust restraints and

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fittings. Multiple alignment adjustments required to avoid key park monuments and features, minimize impacts to trees and maintain separation from existing sewers.

2. DESIGN PROFESSIONAL performed redesign various elements of the green infrastructure layout to accommodate the 42-inch water main alignment.

3. DESIGN PROFESSIONAL verified actual loadings on the CIPP lined brick sewer from green infrastructure footings did not exceed the assumed loadings used by the City's Contractor when lining the brick sewer after DESIGN PROFESSIONAL was under contract but prior to 30% design. DESIGN PROFESSIONAL designed thrust blocks and straddle blocks for the water transmission main relocation when those requirements were added after 60% design. Proximity of the thrust/straddle block to the brick sewer required additional design loadings calculations.

4. DESIGN PROFESSIONAL revised design to extend the north end of the green infrastructure plaza area to the intersection of 43rd Street and Mill Creek Pkwy and provide for ADA curb ramp and pedestrian crosswalk improvements at the southeast corner of the intersection.

5. DESIGN PROFESSIONAL provided re-design of the northern plaza area to stop short of the 43rd and Mill Creek Pkwy intersection bus stop to reduce costs of traffic signal improvements required by Public Works due to pedestrian crosswalk improvements.

6. DESIGN PROFESSIONAL designed green infrastructure lighting system and coordinate electrical connections with Evergy to existing park lighting circuits.

7. DESIGN PROFESSIONAL provided color renderings of the final layout and design.

8. DESIGN PROFESSIONAL provided final GIS database that includes tributary drainage areas characterized by receiving system, sewer separation piping and design parameters, and green infrastructure footprints and design parameters. Database template will be provided by CITY.

9. DESIGN PROFESSIONAL will work with CITY to modify the current LUMP SUM bid form to more of a unit price bid. This effort will in conjunction with the development of the Engineers Opinion of Probable Construction Cost, with various elements broken out that could be funded by the Parks Department.

The following additional services shall be performed:

TASK SERIES 600 – BID PHASE SERVICES

1. DESIGN PROFESSIONAL shall assist the CITY in facilitating a pre-bid meeting and evaluating received bids to provide recommendation on lowest and qualified bid. DESIGN PROFESSIONAL shall prepare for the pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. In coordination with CITY Project manager, DESIGN PROFESSIONAL shall prepare for the pre-bid

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meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL shall prepare an agenda and facilitate the meeting with assistance from CITY.

TASK SERIES 700 – VALUE ENGINEERING

1. DESIGN PROFESSIONAL shall assist the CITY with a value engineering screening of amenities currently included in the PROJECT that do not directly contribute to the main project goal of combined sewer overflow (CSO) reduction. DESIGN PROFESSIONAL shall identify and evaluate the removal of up to six (6) amenities anticipated to provide the largest cost savings. These amenities could include but are not limited to; the Plaza Area, lighting, seating area inside of Basins, walking trail surface material, designated playground area, irrigation system.

2. DESIGN PROFESSIONAL shall evaluate the potential project performance impacts, and potential cost savings of removing Basin 4. Also evaluate reducing footprint of basins so not impacting the water transmission main. Coordinate with Optic RTC through their contract with the City. DESIGN PROFESSIONAL will provide basin characteristics to Opti RTC and they will be responsible for determining the impacts of RTC.

3. DESIGN PROFESSIONAL shall evaluate relocating existing combined sewer to the west, shifting all basins to the west, so that water main can be left in place and not impacted.

4. DESIGN PROFESSIONAL shall use select Plan Sheets, for example, Overall Grading Plan, Layout and Staking Overall Plan, others, from BID documents to identify value engineering items evaluated and potential cost savings of each item. It is anticipated all value engineering items can be summarized on no more than three (3) Plan Sheets.

5. DESIGN PROFESSIONAL shall meet one (1) time with the City to discuss the outcome of the value engineering screening.

DELIVERABLES

1. DESIGN PROFESSIONAL deliverable will be a WORD document (Draft) and .pdf format (Final) for the Value Engineering Report, and supplemented with Bluebeam or similar .pdf format edits of Plans Sheets.

ALLOWANCE

1. Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will draw from this Allowance. DESIGN PROFESSIONAL shall prepare a scope and fee for any out of scope work requested by the CITY.

ASSUMPTIONS

1. DESIGN PROFESSIONAL shall not proceed with any redesign without CITY approval by Amendment.

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2. DESIGN PROFESSIONAL shall prepare a scope, fee, and schedule for any out of scope work requested by CITY.
3. DESIGN PROFESSIONAL shall at the conclusion of Task Series 100 – 700, prepare and submit an Amendment for Construction Phase Services.

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Attachment C2 - Engineering Fee Summary and Schedule of Position Classifications

City of Kansas City, MO
KCMO Mill Creek - Amendment 2
Fee Estimate Updated 4/12/2023

	Staff Name	Sievert, C	Dove, E	Bryant, W	Crowley, L	Zaman, S	Healon, R	Sandboothe, A	Wiseman, D	Adams-Weber, J	Cottini, A	Hardee, R	Abdullah, Z	Leonard, R	Keyhill, P	Rabatin, B	Campbell, J	Davies, A	Witte, N	West	*Total HDR Hours*	*HDR Expenses*	*DuBois*	*TREKK*	Total
	Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Sr. Project Engineer	EIT	Project Engineer	Project Engineer	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	Sr. Civil Engineer	EIT	Sr. CAD/GIS Technician	Sr. CAD/GIS Technician	Project Engineer	Accountant/Project Controls	Accountant/Project Controls	Project Engineer	Senior Project Engineer					
	2023 Billing Rate	$301	$250	$245	$211	$102	$186	$160	$282	$275	$198	$199	$0	$144	$135	$170	$121	$122	$182	$219					
	2023/2024 Billing Rate	$310	$261	$256	$226	$107	$202	$167	$296	$308	$207	$211	$117	$150	$140	$179	$161	$135	$193	$0					
	TASKS																								
	Design Services Through Sept '23																								
100	Task 100																								$0
1	Project Administration / Management	24	12	12				12									20	20			100				$19,937
300	Task 300																				0				$0
	Meetings with WSD, Mill Creek Park Assoc, and Parks Dept	16	8	16				4		16	16										76				$18,939
400	Task 400																				0				$0
	Install Groundwater Monitoring Well	1	2		2			4													9				$1,862
	Tree Assessments	1		4			4														9				$2,023
	Review loading factors on CIPP sewer liner	2	2						2												6				$1,666
500	Task 500																				0				$0
	42" Transmission Main Relocation	8	48	24			24	64	32			48		64	64	8					384	$112	$30,000		$102,855
	ADA Items at 43rd & Mill Creek Parkway	8	48	48		36	48	16						64	64	8				40	380				$69,297
	Water Meter and Electric Meter	4						16			24								12		56				$10,700
	Additional Stormwater Flow into Basins and Swale	8	48	24	8	36	36	36	24			24		80	80	8				36	448		$12,000		$93,203
	Renderings					40									80						120				$14,878
	Subtotal Hours	**72**	**168**	**128**	**10**	**112**	**112**	**152**	**58**	**16**	**40**	**72**	**0**	**208**	**288**	**24**	**20**	**20**	**12**	**76**	**1588**				
	Subtotal Dollars	**$21,669**	**$42,017**	**$31,316**	**$2,111**	**$11,471**	**$20,803**	**$24,264**	**$16,338**	**$4,400**	**$7,922**	**$14,337**	**$0**	**$29,985**	**$38,811**	**$4,086**	**$2,429**	**$2,432**	**$2,189**	**$16,665**		**$112**	**$42,000**	**$0**	**$335,358**
	Total Task																								**$335,358**
	Design Services Oct '23 – Apr '24																								
Task 100	**Project Management and Administration - Add'l Services thru Mar '24**																								
1	Project Administration / Management	12															8	12			32				$6,621
	Subtotal Hours	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**12**	**0**	**0**	**32**				
	Subtotal Dollars	**$3,720**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,286**	**$1,615**	**$0**	**$0**		**$0**	**$0**	**$0**	**$6,621**
	Total Task 100																								**$6,621**
Task 300	**Public and Stakeholder Engagement**																								
1	Meetings with WSD, Mill Creek Park Assoc, and Parks Dept	16	24	16				4		16	16										92				$24,240
	Subtotal Hours	**16**	**24**	**16**	**0**	**0**	**0**	**4**	**0**	**16**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**92**				
	Subtotal Dollars	**$4,960**	**$6,273**	**$4,091**	**$0**	**$0**	**$0**	**$667**	**$0**	**$4,929**	**$3,320**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$24,240**
	Total Task 300																								**$24,240**
Task 400	**Field Investigations, Data Review and Design Report**																								
1	Tree Assessments	2		8			4														14				$3,472
2	Review loading factors on CIPP sewer liner, Thrust Blocks on Water Main & loading against Sewer	4	12				4						16								36		$23,500		$30,554
	Subtotal Hours	**6**	**12**	**8**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**50**				
	Subtotal Dollars	**$1,860**	**$3,137**	**$2,046**	**$0**	**$0**	**$1,613**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,871**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$23,500**	**$0**	**$34,026**
	Total Task 400																								**$34,026**
Task 500	**Design (30%, 60%, 90%, & 100%)**																								
1	42" Transmission Main Relocation	16	64					24					32	74	74						284	$120	$44,800		$95,773
2	ADA Items at 43rd & Mill Creek Parkway	2	4	12		24									12						54				$8,977
3	Water Meter and Electric Meter	4	8					8							4				24		48				$9,864
4	Additional Stormwater Flow into Basins and Swale	8	48	24	8	36		8				8		16	44						200		$6,810		$45,196
5	Value Engineering on Brick Sewer Protection / Thrust Block loading on Brick Sewer	8	24						12				24		48						116		$6,890		$28,696
6	Bid Form modification and opinion of probable construction cost	8	16						8										8		40				$10,375
	Subtotal Hours	**46**	**164**	**36**	**8**	**60**	**0**	**40**	**20**	**0**	**0**	**8**	**56**	**90**	**182**	**0**	**0**	**0**	**32**	**0**	**742**				
	Subtotal Dollars	**$14,259**	**$42,866**	**$9,205**	**$1,810**	**$6,422**	**$0**	**$6,673**	**$5,916**	**$0**	**$0**	**$1,689**	**$6,549**	**$13,494**	**$25,390**	**$0**	**$0**	**$0**	**$6,187**	**$0**		**$120**	**$58,500**	**$0**	**$199,081**
	Total Task 500																								**$199,081**
Task 600	**Bid Phase Services**																								
1	Bid Phase Services	8	16					8	8												40	$250			$10,613
	Subtotal Hours	**8**	**16**	**0**	**0**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**				
	Subtotal Dollars	**$2,480**	**$4,182**	**$0**	**$0**	**$0**	**$0**	**$1,335**	**$2,366**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$250**	**$0**	**$0**	**$10,613**
	Total Task 1100																								**$10,613**
Task 700	**Value Engineering**																								
1	Value Engineering Screening (up to six (6) items)	12	24						12										8		56				$15,089
2	Evaluate removal of Basin 4	2	16						4												22				$5,985
3	Evaluate relocating combined sewer and shifting basins to the west so water main isn't impacted	4	16	8		8			4					4					2		46				$10,493
4	Prepare VE Report and associated revised Plan Sheets (up to 3 sheets)	4	8						2					16					2		32	$500			$7,208
5	Conduct VE Screening review meeting with CITY	4	4						2										2		12				$3,264
	Subtotal Hours	**26**	**68**	**8**	**0**	**8**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**14**	**0**	**168**				
	Subtotal Dollars	**$8,060**	**$17,774**	**$2,046**	**$0**	**$856**	**$0**	**$0**	**$7,099**	**$0**	**$0**	**$0**	**$0**	**$2,999**	**$0**	**$0**	**$0**	**$0**	**$2,707**	**$0**		**$500**	**$0**	**$0**	**$42,040**
	Total Task 1200																								**$42,040**
Task V	**ALLOWANCE**																								
1	Allowance																				0				$100,000
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**				
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$100,000**
	Total Task 10																								**$100,000**
	Total Hours	**186**	**452**	**196**	**18**	**180**	**120**	**204**	**110**	**32**	**56**	**80**	**72**	**318**	**470**	**24**	**28**	**32**	**58**	**76**	**2,712**				
	Total Billing Amount	**$57,008**	**$116,248**	**$48,704**	**$3,921**	**$18,750**	**$22,416**	**$32,939**	**$31,719**	**$9,329**	**$11,242**	**$16,025**	**$8,420**	**$46,478**	**$64,201**	**$4,086**	**$3,715**	**$4,047**	**$11,083**	**$16,665**		**$982**	**$124,000**	**$0**	**$751,978**

Base Project Fee = $651,978
Allowance= $100,000
Total Amendment 3= $751,978

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Attachment C2 – Schedule of Hourly Rates and

Expenses Contract No. 1611 – Project No. 81000955

Position Classification with Range of Salary Rates

CLASSIFICATION	SALARY RATES
Principal	$100 - $135
Sr. Project Manager	$70 - $105
Project Manager	$40 - $70
Sr. Project Engineer	$65 - $105
Project Engineer	$45 - $70
EIT	$25 - $45
Sr. Civil Engineer	$60 - $80
Civil Engineer	$45 - $60
Sr. CAD/GIS Technician	$40 - $75
CAD/GIS Technician	$25 - $40
Sr. Environmental/Water Quality Specialist	$45 - $80
Environmental/Water Quality Specialist	$25 - $45
Planner	$60 - $85
Communication	$45 - $65
Sr. Modeler	$60 - $80
Modeler	$40 – $60
Survey/Technician	$20 - $60
Accountant/Project Controls	$20 - $55
Admin	$20 - $40

EXPENSES	
Subconsultants	At Cost
Outside Reproduction for Deliverables	At Cost
Local Transportation -Personal Vehicles	Current IRS Rate
Local Transportation -Fleet Vehicles	$0.75/mile

Salary Rates above are for 2024 calendar year. The contract multiplier to be used is 3.04.

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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,

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

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

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

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

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

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

(d) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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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.

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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.

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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

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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 Professioanl 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 provisions(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_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

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 fals, refles 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 an 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

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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.

Section 30.Truth-In-Negotiation Certificate.

The Design Professional shall complete and execute the Truth-In-Negotiation Certificate attached hereto as **Attachment G** and incorporated herein simultaneous with the Design Professional's execution of this Agreement.

Section 31. Consent Decree Project

The Project being performed by the Design Professional pursuant to this Agreement is subject the Consent Decree entered on September 27, 2010 in the U.S. District Court for the District of Western Missouri, by an between the United States of America, the State of Missouri, and the City of Kansas City, Missouri. The City shall incur significant stipulated penalties in the event that the Project is not completed within the time period required by the Consent Decree. In such case, the Contractor understands that **TIME IS OF THE ESSENCE** hereunder. The Design Professional shall be liable for the actual damages in the amounts set forth below, if the Design Professional fails to fully perform the Project, Scope of Work, Work Product, and Other Services as required hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work
Products, provision of all services, and submission in a form acceptable to the City.

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

Day 1 through Day 30 - $1000 per day;
Day 31 through Day 60- $2000 per day;
Day 61 and thereafter - $4000 per day.

These actual damages, along with any and all other damages, costs, and expenses incurred by the City in connection with this Agreement shall be the liability and obligation of the Design Professional. This shall not be the sole remedy of the City and City expressly reserves all rights and remedies available at law or in equity.

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 3

CONTRACT NO. 1611 PROJECT NO. 81000955
PROJECT TITLE – GREEN INFRASTRUCTURE PROJECT 1-1: MILL CREEK PARK

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on June 22, 2021, as follows:

WHEREAS, City has previously entered into a contract dated June 22, 2021, in the amount of $750,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of $75,000.00, to amend the total contract amount to $825,000.00; and

WHEREAS, the City executed Amendment No. 2, in the amount of $751,978.00, to amend the total contract amount to $1,576,978.00; and

WHEREAS, the City desires to execute Amendment No. 3, in the amount of $1,750,000.00, to amend the total contract amount to $3,326,978.00; and

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

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

A. Add the following section(s):
   a. Sec. 8. Responsibilities of City., Subparagraph F:
      Evaluate Contractor's performance at key contractual milestones per the City's Water Services Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.
   b. Attachment A3 – Scope of Services, attached herein.
   c. Attachment C3 – Engineering Fee Summary and Schedule of Position Classifications, attached herein.
   d. Attachment I3 – Non-Construction Subcontractors Listing, attached herein.

B. Delete and replace the following section(s):
   a. Delete Sec. 4. Compensation and Reimbursables, Subparagraph A.1-A.4 and replace with the following Sec. 4. Compensation and Reimbursables, Subparagraph A.1-A.4:

      A. The maximum amount that City shall pay Design Professional under this Agreement is $3,326,978.00, as follows:

         1. $2,410,396.00 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. Engineering Fee Summary and Schedule of Position of Classifications and the salary range for each position is included as a part of Attachment C3. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in Attachment I – Non-Construction Subcontractors Listing in the original contract.

            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 an Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approves the revised schedule.

         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 $752,092. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

         4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $164,490.00 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.

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

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

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

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

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

Date:_____ By: _____

Title: _____

KANSAS CITY, MISSOURI

Date:_____ By:_____
Name: Andy Shively, P.E.
Title: Deputy Director
Smart Sewer & Stormwater Divisions

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)

SCOPE OF SERVICES – Phase 1 Bid Phase Services and Phase 2 Design

Mill Creek Park: Green Infrastructure is an existing project between HDR as the Design Professional (DP) and the City of Kansas City Missouri Water Services Department as the CITY.

The CITY has requested the Design Professional (DP) to modify the original project into three phases as well as modify the design based on the previously performed VE study to reduce construction cost. The phases are as follows:

- Phase 1 - North Plaza
- Phase 2 - Civil
- Phase 3 - Plantings

The DP has completed Phase 1 North Plaza (Amendment 3) design. The following scope of services includes Phase 1 bid phase and Phase 2 design with the following constraints, objectives, and VE items as directed by CITY.

- Removal of underground storage basin on the south end of the project.
- Incorporation of an Opti system.
- Shift of the GI basins to the west to avoid existing 42-inch watermain.
- Removal of walkways around the west of the GI Basins.
- Removal of seating areas on the inside of GI Basins.

Anticipated work associated with Phase 1 bid and Phase 2 design to be complete within 190 calendar days following NTP.

Task 2100 – Project Management and Administration

1. Monthly Invoices and Progress Reporting
    a. The DP Project Manager (PM) and accounting staff will prepare monthly invoices and monthly progress status reports for the project's scheduled duration.
2. Progress Meetings with CITY & Representatives
    a. Participate in up to six (6) virtual monthly progress meetings, and two (2) on-site meetings with the CITY's project manager. The on-site meetings may be either at the project site or at the CITY's project managers office. The DP project manager, lead structural engineer and lead civil engineer will attend the on-site meetings.
    b. Participate in up to two (2) virtual meetings with Opti outside of forementioned progress meetings.
    c. Participate in up to two (2) meetings with CITY to review work and progress outside of forementioned progress meetings.
3. Internal Management Reviews
    a. Engineer will conduct internal management team review meetings.
    b. Engineer will prepare an abbreviated Project Guide including an internal Project Management Plan and Quality Management Plan. These documents define a roadmap

for project execution and include an internal budgeting plan, staffing plan, safety plan, and schedule.

4. Project Team Internal Weekly Coordination Meetings.
    a. Engineer's Project Manager (PM) will lead weekly coordination meetings with key discipline leads to delegate individual responsibilities and track project execution cohesively and efficiently.

Deliverables:

1. Monthly Progress meeting minutes.
2. Meeting minutes from Opti meetings.
3. Meeting minutes from CITY meetings.
4. Monthly Invoice with project status report, and scope/schedule changes.

Task 1600 - Phase 1 Bid Phase Services

1. Bid Assistance - DP shall assist the CITY with interpretation of the Contract Documents and develop addenda (up to one) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.
2. Bid Evaluation - DP shall consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DP for evaluation. DP to make written recommendation regarding the award of construction contract.
3. Attend Bid Opening – DP shall attend Bid Opening meeting with CITY.

Task 2200 – Stakeholder Engagement

1. DP shall assist with coordination between KC Water, Parks Department, Public Works Department and Mill Creek Park Association (MCPA) on the revised basin layout. It is anticipated that one (1) in-person meeting with MCPA will be held following the 60% design submittal. One (1) meeting will be held virtually with the Parks Department, CITY team and DP following the 60% design submittal.

Assumptions/Clarifications:

- Services associated with Public Engagement are excluded from the Scope of Work.

Deliverables:

1. Meeting agenda and minutes for the virtual meeting with Parks
2. Meeting materials including up to 2 exhibits and 1 power point presentation for the MCPA in-person meeting.

Task 2300 – Field Investigations

Task 2301: Groundwater Level Monitoring

1. Ground water levels to be monitored (by a subconsultant) weekly for one (1) month, or up to two rain events greater than 1". Observations not to exceed six (6) readings.
2. See exhibit A for details on groundwater modeling scope.

Assumptions/Clarifications:

- It is assumed that City will perform potholing of utilities as shown in Exhibit A with non-invasive excavation, and potholes will have standpipes installed for surveying.
- It is assumed that City will provide northings, eastings and top of structure elevations for sanitary manholes added during sewer lining activities within the park.
- It is assumed that two monitoring wells are in working condition.
- Groundwater monitoring results will be incorporated in the BoDR updates.

Task 2400 – Design (60%, Final)

Task 2401 - Basis of Design Report Update

The DP shall amend the Basis of Design Report (BoDR) dated July 2022 to include design revisions associated with the approved VE items provided by the CITY as detailed in email correspondence dated October 1, 2024. DP to submit BoDR update following Task 300 Field Investigations and to respond to one (1) round of comments from CITY.

Assumptions and Clarifications:

1. City to review BoDR including updated GI layout and provide comments before proceeding with 60% plans.
2. It is assumed that no further City requested changes regarding design layout or material finishes to be given following this review period.
3. City review not to exceed 10 working days.

Deliverables:

1. Electronic copy of draft BoDR .
2. Electronic copy of final BoDR to be submitted following CITY's review of draft BoDR.

Task 2402 – Design Coordination

The DP will update the PCSWMM model finalized during the initial design of this project. Updates to include revised GI layout and storage volumes.

The DP will investigate the feasibility to update the underground storage design to include underground storage chambers as requested by CITY.

Assumptions/Clarifications:

1. The reduction of the available footprint for GI layout will result in a reduction of available storage volume from what was previously designed.

Deliverables:

1. Final PCSWMM model to be uploaded to Trimble/eBuilder with 60% design submittal.
2. Final storage volume calculations to be submitted with Final design submittal.

Task 2403 – 60% Design Submittal

The DP shall prepare 60% Design Plans, a Table of Contents representing anticipated Technical Specifications and an Opinion of Probable Construction Costs (OPCC). The Phase 2 Design shall be a continuation of Phase 1 and exclude Phase 3 improvements. DP shall produce a rendering displaying 60% design of proposed Phase 2 and Phase 3 improvements.

The City and Project Manager shall review and provide redline comments to the DP. The DP will incorporate comments into Final Design Submittal.

Assumptions/Clarifications:

1. Phase 2 Design Plan Set not to exceed 120 sheets.
2. The Rendering shall be in plan view and color rendered using Photoshop. Perspective views are excluded from the scope of work.

Deliverables:

1. 60% Design Plans
2. 60% Draft Technical Specifications
3. OPCC, AACE Class 3 (-10% to +40%)

Task 2404 – Final Design Submittal

The DP shall provide Final Plans, Technical Specifications and update the Opinion of Probable Construction Costs (OPCC). The Final plans will be a refinement of 60% plans based on redline comments received in previous task. The DP shall prepare draft operation and maintenance manual according to City format and guidelines.

The City and Project Manager shall review and provide redline comments to the DP for review. The DP will incorporate comments into Final plan design and submit to the CITY.

Assumptions/Clarifications:

1. Planting plan to include temporary seeding for site stabilization only. Final planting schedule to be included in Phase 3.
2. Plans exclude wiring, controls, sensors, and details associated with Opti system. Plans will show approximate locations of valves and associated control boxes. Control structures will be designed based off Opti requirements.
3. Detailed irrigation plan is excluded from Scope. Irrigation Schematic is for reference of areas to be watered only. Plans will exclude details or calculations for final installation of irrigation system. Contractor shall provide detailed irrigation plan to HDR for review prior to installation.

Deliverables:

1. Final Plans and Technical Specifications
2. OPCC, AACE Class 1
3. Draft operation and maintenance manual

Task 2500 –Bid Phase Services

Task 2501 – Pre-Bid Conference

DESIGN PROFESSIONAL shall prepare for the pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award.

In coordination with CITY Project Manager, DESIGN PROFESSIONAL shall prepare for the pre- bid meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL shall prepare agenda and facilitate the meeting with assistance from CITY.

DESIGN PROFESSIONAL shall update the Final Class 1 cost opinion submitted under Tasks 2400 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 2502 – Bid Assistance

DESIGN PROFESSIONAL shall assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.

Task 2503 – Bid Evaluation

DESIGN PROFESSIONAL shall consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation. Make written recommendation regarding the award of construction contract.

Scope of Work Assumptions/Clarifications

1. Planting plan to include temporary seeding for site stabilization only. Final planting schedule to be included in Phase 3.
2. Plans exclude wiring, controls, sensors, and details associated with Opti system. Plans will show approximate locations of valves and associated control boxes only.
3. Quality control reviews will be performed on all design deliverables.
4. Details and calculations of final irrigation plan shall be the responsibility of the Contractor.
5. Redlines and formal review of 60% & final submittals to occur in virtual monthly meetings. No additional workshop included.
6. Maintenance of design to follow the KCMO GSI Design Manual and KCMO specifications
7. The proposed playground that is being developed by MCPA will not be included within the project limits of this project. It is assumed that the playground will be located outside of the project limits of this project.
8. The emergency helicopter landing area will not be included within the project area- it is assumed that the emergency helicopter landing area can be located south of the project area.
9. Public engagement is provided by others and excluded from the scope of work.
10. Signage design and sign content is excluded from the scope of work.
11. KCMO CAD standards in force at the time of the original contract will be used and the new standards not incorporated.

EXHIBIT A

March 17, 2025

Mr. Wes Weimer
HDR
2144 E. Republic Road
Springfield, MO 65804

Re: Proposal for Groundwater Level Monitoring
Mill Creek Park
Kansas City, MO
TSi Proposal No:

Dear Mr. Weimer:

TSi Geotechnical, Inc. (TSi), an **M/W/DBE** firm, is pleased to submit this proposal to HDR to perform groundwater level monitoring for the Mill Creek project in Kansas City, MO.

1.0 Project Understanding

We understand that the city has recently lined the combined sewer running through the site, which may impact the groundwater levels. The purpose of this investigation is to have the groundwater monitored to verify this assumption.

2.0 Scope of Services

Based on the proposed project, Ground water levels will be monitored weekly for one (1) month, or up to two rain events greater than 1". Observations are not to exceed six (6) readings.

3.0 GEOTECHNICAL DATA REPORT

At completion of the monitoring activities, TSi will provide a data report that shows location of MW that were read, and a tabulated table of the readings.

4.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi assumes that no new wells will be installed.
2. Estimate includes the cost for up to 6-trips to read the water level.

5.0 ESTIMATED COST

TSi's work will be performed for a time and Materials fee, the not-to-exceed cost for this service is: $5,252.00

If site conditions encountered during exploration warrant additional work, or the assumptions and clarifications stated subsequently do not hold true, we will notify you to discuss the necessary scope modification. However, the fee will not be exceeded without your prior authorization.

6.0 SCHEDULE OF WORK PERFORMANCE

TSi anticipates that field work could begin within 3-5 days of NTP. The project duration is anticipated to be 30-days. The geotechnical data report will be issued within 1 week after the completion of the last reading.

7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined in this proposal. HDR and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.

Andrew DeClue, P.E.
Director of Operations

Denise B. Hervey, P.E.
Principal

Accepted by:
HDR

_____ _____
Printed Name Date

_____ _____
Signature Title

NOTE: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

MillCreek Park Water Level Monitoring
Kansas City, Missouri
Geotechnical Study Cost Estimate
Unit Fee Schedule

Valid for work completed prior to December 31, 2025

	Unit Cost		Qty	Estimated Amount
Personnel				
Principle	$ 190.00	hour	1	$ 190.00
Group Manager	$ 185.00	hour	3	$ 555.00
Engineer II	$ 128.00	hour	6	$ 768.00
Engineer I	$ 113.00	hour	24	$ 2,712.00
Admin	$ 67.00	hour	1	$ 67.00
			subtotal	**$ 4,292.00**
Drilling & Misc. Expense				
Daily truck usage (Logger)	$ 85.00	mile	6	$ 510.00
Water Monitoring Equipment	$ 75.00	day	6	$ 450.00
			subtotal	**$ 960.00**
*Performed by sub to TSi			**Total Fee Estimate**	**$ 5,252.00**

General Notes

1. Ground water levels to be monitored weekly for one (1) month, or up to two rain events greater than 1" by a subconsultant. Observations not to exceed six (6) readings.

SCOPE OF SERVICES – Phase 3 Design

Mill Creek Park: Green Infrastructure is an existing project between HDR as the Design Professional (DP) and the City of Kansas City Missouri Water Services Department as the CITY.

The CITY has requested the Design Professional (DP) to modify the original project into three phases as well as modify the design based on the previously performed VE study to reduce construction cost. The phases are as follows:

- Phase 1 - North Plaza
- Phase 2 - Civil
- Phase 3 - Plantings

The following scope of services includes Phase 3 design pertaining to the plantings for the Mill Creek Park Green Infrastructure project. All other facets of this project are included within Phase 1 or Phase 2 scope.

Anticipated work associated with Phase 3 design to be complete within 90 calendar days following NTP. Phase 3 design will begin after the completion of Phase 2 design efforts.

Task 3100 – Project Management and Administration

1. Monthly Invoices and Progress Reporting
    a. The DP Project Manager (PM) and accounting staff will prepare monthly invoices for the project's scheduled duration.
2. Progress Meetings with CITY & Representatives
    a. Participate in up to three (3) virtual monthly progress meetings.
3. Internal Management Reviews
    a. Engineer will conduct internal management team review meetings
    b. Engineer will build upon internal Project Management Plan and Quality Management Plan developed for Phase 2 Design efforts. These documents define a roadmap for project execution and include an internal budgeting plan, staffing plan, safety plan, and schedule.
4. Project Team Internal Weekly Coordination Meetings.
    a. Engineer's Project Manager (PM) will lead weekly coordination meetings with key discipline leads to delegate individual responsibilities and track project execution cohesively and efficiently.

Deliverables:

1. Monthly Progress meeting minutes.
2. Meeting minutes from CITY meetings.
3. Monthly Invoice with project status report, and scope/schedule changes.

Task 3300 – Design (60%, Final)

Task 3301 – 60% Design Submittal

The DP shall prepare 60% Plans, Specification Outline and an Opinion of Probable Construction Costs (OPCC). The Phase 3 Design shall exclude Phase 1 and 2 improvements, and be focused solely on the plantings required for the overall project.

The CITY and Project Manager shall review and provide redline comments to the DP for review. The DP will incorporate comments into final plan design.

Assumptions/Clarifications:

1. No renderings will be produced for Phase 3.
2. It is assumed that Phase 3 plan set will not exceed ten (10) sheets.

60% Design Deliverables:

1. 60% Plans
2. Specification Table of Contents
3. OPCC, AACE Class 3 (-10% to +40%)

Task 3302 – Final Design Submittal

The DP shall provide Final Plans, Technical Specifications and update the Opinion of Probable Construction Costs (OPCC). The Final plans will be a refinement of 60% plans based on redline comments received in previous task. The DP shall prepare draft operation and maintenance manual according to City format and guidelines.

Assumptions/Clarifications:

1. Final irrigation plan shall be the responsibility of the contractor for Phase 2 and therefore excluded from the Phase 3 contract.

Final Design Deliverables:

1. Final Plans and Technical Specifications
2. OPCC, AACE Class 1
3. Draft operation and maintenance manual

Task 3400 –Bid Phase Services

Task 3401 – Bid Assistance

DESIGN PROFESSIONAL shall assist the CITY with interpretation of the Contract Documents and develop addenda (up to one) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.

Task 3402 – Bid Evaluation

DESIGN PROFESSIONAL shall consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation. Make written recommendation regarding the award of construction contract.

Scope of Work Assumptions/Clarifications

1. Phase 3 design will not begin until Phase 2 design is completed.
2. Maintenance of design to follow the KCMO GSI Design Manual and KCMO specifications
3. The proposed playground that is being developed by MCPA will not be included within the project limits of this project. It is assumed that the playground will be located outside of the project limits of this project.
4. The emergency helicopter landing area will not be included within the project area- it is assumed that the emergency helicopter landing area can be located south of the project area.
5. Public engagement is provided by others and excluded from the scope of work.
6. Stakeholder engagement efforts are to be performed during Phase 2 design. No planting exhibits or renderings will be available for Phase 2 Stakeholder Engagement.
7. Signage design and sign content is excluded from the scope of work.
8. KCMO CAD standards in force at the time of the original contract will be used and the new standards not incorporated.

PHASE 1 NORTH PLAZA - CONSTRUCTION PHASE SCOPE OF SERVICES

DESIGN PROFESSIONAL:	**HDR**
OWNER:	**CITY OF KANSAS CITY, MISSOURI** **WATER SERVICES DEPARTMENT**
PROJECT:	**GREEN INFRASTRUCTURE: MILL CREEK PARK PHASE 1 NORTH PLAZA**
WSD CONTRACT NO:	**AMENDMENT NO. 2 TO CONTRACT NO. 1611**
WSD PROJECT NO:	**81000955**

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate construction of new conveyance facilities, green infrastructure, and rehabilitation of existing sanitary sewers located in the Lower Blue River basin in Kansas City, Jackson County, Missouri.

A. The Project. The Water Services Department (WSD) of the CITY of Kansas CITY (CITY), Missouri, intends to construct a stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway. The project has been divided into three phases. Phase 1 North Plaza is bordered by 43rd Street to the north and the jogging trail to the south.

B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the CITY of Kansas CITY, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL.

C. DESIGN PROFESSIONAL Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the project. Under this Amendment No. 2, the CITY is contracting with DESIGN PROFESSIONAL to provide Construction Phase Services for the project.

D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Construction Phase Services

1. Task Series 1100 – Project Management and Administration
2. Task Series 1200 – Public Involvement and Coordination
3. Task Series 1300 – Construction Phase Engineering Services
4. Task Series 1400 – Resident Project Representative Services
5. Task Series 1500 – Project Close Out

E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.

F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of 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. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in pertinent safety procedures and precautions.
4. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
5. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and

responsibilities and are performing them to the CITY's satisfaction.

6. The SSP Team is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.

H. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.

2. DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority, and limitations thereon of any such RPR and assistants shall be as provided herein.

6. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose, or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

7. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.

8. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.

9. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

10. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions,

schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subconsultants, RPR's and assistants.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

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

2. Task Series 1100 Project Management and Administration. DESIGN PROFESSIONAL shall complete this Task Series 1100 within 30 calendar days after completion of Task Series 1500.

3. Task Series 1200 Public Involvement and Coordination. DESIGN PROFESSIONAL shall complete Task Series 1200 within 180 calendar days after authorization of contract by CITY.

4. Task Series 1300 Construction Phase Engineering Services and Task Series 1400 Resident Project Representative Services. DESIGN PROFESSIONAL shall complete Task Series 1300 and 1400 within 180 calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.

11. Task Series 1500 Project Closeout. DESIGN PROFESSIONAL shall complete Task Series 1500 within 30 calendar days of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.

12. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

III. BASIC SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The following Task Series describe the Basic Scope of Services for Construction Phase Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 1100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the

DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 1100 through 1500 is included in Task Series 1100. It is assumed that construction phase services for Phase 1 and design services for Phase 2 and Phase 3 will be concurrent.

Task 1101 Project Management Services

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes project correspondence and consultation with CITY staff related to DESIGN PROFESSIONAL's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 1102 Monthly Invoicing

DESIGN PROFESSIONAL shall prepare and submit up to seven (7) monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system (Trimble/eBuilder).

Task 1103 Monthly Project Status Report

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

Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date

of invoice period that clearly shows progress to date.

Task 1104 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.

Task 1105 Work Plan

1. **Work Plan Format**. DESIGN PROFESSIONAL shall prepare a written draft Work Plan documenting work to be performed in Phase 1 Construction Phase Services. CITY will provide the format and a guideline for the information to be included in the 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 field crew leaders and contact information.
    b. A summary of the project's scope of services.
    c. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast.
    d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested and at the time of the construction phase services at a minimum.

TASK SERIES 1200 - PUBLIC INVOLVEMENT AND COORDINATION

Task 1201 Public Meeting

CITY shall facilitate one public meeting prior to the start of Phase 1 construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing 3 exhibit(s) on presentation board(s) and/or on PowerPoint slides, Construction Contract Drawings, and responding to questions.

Task 1202 Correspondence and Tracking 311 Cases

DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track up to ten (10) 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. Open 311 cases will be discussed at each monthly progress meeting.

TASK SERIES 1300 - CONSTRUCTION PHASE ENGINEERING SERVICES

The DESIGN PROFESSIONAL's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. Contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN PROFESSIONAL and written communication of any kind shall be copied to the CITY's Project Manager. Major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. Correspondence identified in this paragraph and during construction shall be maintained on eBuilder, the CITY's document management system

Task 1301 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine

if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR

Task 1302 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate an in-person pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system.

2. DESIGN PROFESSIONAL shall attend up to 6 virtual monthly progress meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.

3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 4 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 1303 Document Management and Work Tracking Application

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

during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

Task 1304 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL shall receive, review submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 20 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 1305 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 8) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 1306 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue within fourteen (14) calendar days written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the

DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR. A total of 15 RFIs are assumed.

Task 1307 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and or CITY staff prior to issuing to CONTRACTOR.

DESIGN PROFESSIONAL will review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.

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

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

To establish basis for DESIGN PROFESSIONAL's compensation, up to 3 claims, 3 allowance authorizations, 3 change orders, and 6 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 1308 Achievement of Full Operation Review and Final Completion Inspection

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 1400 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a full time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 6 month period to Achievement of Full Operation and a 30 day closeout period for the project area. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services. CITY reserves the right to conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

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

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

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 1400 is limited to 980 hours. DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.

2. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 1401 Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 1402 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 6 monthly progress meetings and up to 4 other meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 1403 Liaison

RPR shall serve as the CITY's and DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. RPR shall provide the following liaison services, as limited by the budgeted hours.

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY via Trimble/eBuilder. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Record shall include

quantities for payment (by asset, daily totals and to-date totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and on a hard copy map; provide copies of the Excel file and hard copy map with the monthly report.

4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. Assist the City's Project Manager in addressing up to ten (10) 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

Task 1404 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever they believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when they believe that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY.
3. RPR shall verify that tests are conducted as required by the contract document and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.
4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 1405 Records

1. RPR shall maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the contract documents, progress reports, and other project-related documents.

2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 1406 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system (Trimble/eBuilder) a daily report of RPR observed events at the job site, including the following information.
    a. Hours the CONTRACTOR worked on the job site.
    b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
    c. Construction equipment on the job site.
    d. Observed delays and potential causes.
    e. Weather conditions.
    f. Data relative to claims for extras or deductions.
    g. Daily construction activities and condition of the work.
    h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
    i. Observations pertaining to the progress of the work. Materials received on job site.
    j. Construction issues and resolutions or proposed resolutions to issues
2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and

CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.

3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1407 Payment Requisitions

RPR shall review up to 8 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 1408 Achievement of Full Operation and Final Completion

1. Achievement of Full Operation:

   a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.

   b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

4. Final Completion

   a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 1500 - PROJECT CLOSEOUT

Task 1501 Construction Records Drawings

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

Task 1502 Furnish CONTRACTOR'S Completion Documents

1. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the Trimble/eBuilder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.
2. DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.
3. All RPR documents and records shall be provided to the CITY.

Task 1503 Project Closeout Documentation

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

Task 1504 Update GIS

The DESIGN PROFESSIONAL shall prepare and provide an updated ArcGIS geodatabase that follows the geodatabase update protocol provided by the CITY. DESIGN PROFESSIONAL shall update the GIS database based on construction record or "as-built" drawings provided by the CONTRACTOR. Updates to the GIS items such as: new pipes, full pipe replacement material/diameter changes, and new structures. Any updated to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL in accordance with the GIS update protocol.

DESIGN PROFESSIONAL will be provided documentation that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. in addition to required attribute fields being populated, DESIGN PROFESSIONAL shall ensure pipe to structure connectivity is maintained within the database.

DESIGN PROFESSIONAL shall verify that data source/data flagging attribute fields in the GIS database template have been updated based on manhole inspections (completed by others), CCTV, smoke testing, and other field verifications. DESIGN PROFESSIONAL shall update any data source/data flagging attribute field that have not previously been entered for both City performed, and DESIGN PROFESSIONAL performed investigations.

IV. OPTIONAL SERVICES

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

A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.

B. Additional meetings beyond those identified under the Basic Scope of Services.

C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.

D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.

E. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.

F. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.

G. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.

H. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)

PHASE 2 CIVIL - CONSTRUCTION PHASE SCOPE OF SERVICES

DESIGN PROFESSIONAL:	**HDR**
OWNER:	**CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT**
PROJECT:	**GREEN INFRASTRUCTURE: MILL CREEK PARK PHASE 2 CIVIL**
WSD CONTRACT NO:	**AMENDMENT NO. 2 TO CONTRACT NO. 1611**
WSD PROJECT NO:	**81000955**

IX. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate construction of new conveyance facilities, green infrastructure, and rehabilitation of existing sanitary sewers located in the Lower Blue River basin in Kansas City, Jackson County, Missouri.

A. The Project. The Water Services Department (WSD) of the CITY of Kansas CITY (CITY), Missouri, intends to construct a stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway. The project has been divided into three phases. Phase 2 Civil incorporates the remainder of the project area south of the North Plaza. Phase 2 includes all remaining portions of the project, excluding plantings.

B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the CITY of Kansas CITY, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL.

C. DESIGN PROFESSIONAL Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the project. Under this Amendment No. 2, the CITY is contracting with DESIGN PROFESSIONAL to provide Construction Phase Services for the project.

D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Construction Phase Services

2. Task Series 2600 – Project Management and Administration

3. Task Series 2700 – Public Involvement and Coordination

4. Task Series 2800 – Construction Phase Engineering Services

5. Task Series 2900 – Resident Project Representative Services

6. Task Series 2950 – Project Close Out

E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.

F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of 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. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.

2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

3. The DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in pertinent safety procedures and precautions.

4. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.

5. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and

responsibilities and are performing them to the CITY's satisfaction.

6. The SSP Team is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.

H. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.

1. DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority, and limitations thereon of any such RPR and assistants shall be as provided herein.

2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose, or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

3. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.

4. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.

5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions,

schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subconsultants, RPR's and assistants.

X. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

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

1. Task Series 2600 Project Management and Administration. DESIGN PROFESSIONAL shall complete this Task Series 2600 within 30 calendar days after completion of Task Series 2950.

2. Task Series 2700 Public Involvement and Coordination. DESIGN PROFESSIONAL shall complete Task Series 2700 within 245 calendar days after authorization of contract by CITY.

3. Task Series 2800 Construction Phase Engineering Services and Task Series 2900 Resident Project Representative Services. DESIGN PROFESSIONAL shall complete Task Series 2800 and 2900 within 245 calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.

4. Task Series 2950 Project Close Out. DESIGN PROFESSIONAL shall complete Task Series 2950 within 30 calendar days of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.

5. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

XI. BASIC SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The following Task Series describe the Basic Scope of Services for Construction Phase Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 2600 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the

DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 2600 through 2950 is included in Task Series 2600. It is assumed that construction phase services for Phase 1 will be completed prior to construction of Phase 2. Phase 3 construction phase services will occur after the completion of Phase 2 construction phase services.

Task 2601 Project Management Services

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes project correspondence and consultation with CITY staff related to DESIGN PROFESSIONAL's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 2602 Monthly Invoicing

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system (Trimble/eBuilder).

Task 2603 Monthly Project Status Report

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

Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date

of invoice period that clearly shows progress to date.

Task 2604 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.

Task 2605 Work Plan

1. **Work Plan Format**. DESIGN PROFESSIONAL shall prepare a written draft Work Plan documenting work to be performed in Phase 2 Construction Phase Services. CITY will provide the format and a guideline for the information to be included in the 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 field crew leaders and contact information.
    b. A summary of the project's scope of services.
    c. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast.
    d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested and at the time of the construction phase services at a minimum.

TASK SERIES 2700 - PUBLIC INVOLVEMENT AND COORDINATION

Task 2701 Public Meeting

CITY shall facilitate one public meeting prior to the start of Phase 2 construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing 3 exhibit(s) on presentation board(s) and/or on PowerPoint slides, Construction Contract Drawings, and responding to questions.

Task 2702 Correspondence and Tracking 311 Cases

DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track up to twenty (20) 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. All open 311 cases will be discussed at each monthly progress meeting.

TASK SERIES 2800 - CONSTRUCTION PHASE ENGINEERING SERVICES

The DESIGN PROFESSIONAL's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN PROFESSIONAL and all written communication of any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All the correspondence identified in this paragraph and during construction shall be maintained on eBuilder, the CITY's document management system

Task 2801 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine

if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR

Task 2802 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate an in-person pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system (Trimble/eBuilder).

2. DESIGN PROFESSIONAL shall attend up to 8 virtual monthly progress meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.

3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 6 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 2803 Document Management and Work Tracking Application

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

during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

Task 2804 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 50 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 2805 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 10) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 2806 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue within fourteen (14) calendar days written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the

DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR. A total of 50 RFIs are assumed.

Task 2807 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and or CITY staff prior to issuing to CONTRACTOR.

DESIGN PROFESSIONAL will review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.

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

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

To establish basis for DESIGN PROFESSIONAL's compensation, up to 5 claims, 5 allowance authorizations, 5 change orders, and 6 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 2808 Achievement of Full Operation Review and Final Completion Inspection

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 2900 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a full time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 8 month period to Achievement of Full Operation and a 30 day closeout period for the project area. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services. CITY reserves the right to conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

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

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

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 2900 is limited to 1300 hours. DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.

2. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 2901 Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 2902 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 8 monthly progress meetings and up to 4 other meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 2903 Liaison

RPR shall serve as the CITY's and DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. RPR shall provide the following liaison services, as limited by the budgeted hours.

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY via Trimble/eBuilder. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Record shall include

quantities for payment (by asset, daily totals and to-date totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and on a hard copy map; provide copies of the Excel file and hard copy map with the monthly report.

4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. Assist the City's Project Manager in addressing up to twenty (20) 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

Task 2904 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever they believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when they believe that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY.
3. RPR shall verify that tests are conducted as required by the contract document and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.
4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 2905 Records

1. RPR shall maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the contract documents, progress reports, and other project-related documents.

2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 2951.

Task 2906 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system (Trimble/eBuilder) a daily report of RPR observed events at the job site, including the following information.
    a. Hours the CONTRACTOR worked on the job site.
    b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
    c. Construction equipment on the job site.
    d. Observed delays and potential causes.
    e. Weather conditions.
    f. Data relative to claims for extras or deductions.
    g. Daily construction activities and condition of the work.
    h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
    i. Observations pertaining to the progress of the work. Materials received on job site.
    j. Construction issues and resolutions or proposed resolutions to issues
2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and

CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.

3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 2907 Payment Requisitions

RPR shall review up to 10 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 2908 Achievement of Full Operation and Final Completion

1. Achievement of Full Operation:

    a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.

    b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

2. Final Completion

    a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 29500 - PROJECT CLOSEOUT

Task 29501 Construction Records Drawings

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

Task 29502 Furnish CONTRACTOR'S Completion Documents

1. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the Trimble/eBuilder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.
2. DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.
3. All RPR documents and records shall be provided to the CITY.

Task 29503 Project Closeout Documentation

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

Task 29504 Update GIS

The DESIGN PROFESSIONAL shall prepare and provide an updated ArcGIS geodatabase that follows the geodatabase update protocol provided by the CITY. DESIGN PROFESSIONAL shall update the GIS database based on construction record or "as-built" drawings provided by the CONTRACTOR. Updates to the GIS items such as: new storm pipes, full pipe replacement material/diameter changes, and new structures. Any updated to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL in accordance with the GIS update protocol.

DESIGN PROFESSIONAL will be provided documentation that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. in addition to required attribute fields being populated, DESIGN PROFESSIONAL shall ensure pipe to structure connectivity is maintained within the database.

DESIGN PROFESSIONAL shall verify that data source/data flagging attribute fields in the GIS database template have been updated based on manhole inspections (completed by others), CCTV, smoke testing, and other field verifications. DESIGN PROFESSIONAL shall update any data source/data flagging attribute field that have not previously been entered for both City performed, and DESIGN PROFESSIONAL performed investigations.

XII. OPTIONAL SERVICES

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

A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.

B. Additional meetings beyond those identified under the Basic Scope of Services.

C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.

D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.

E. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.

F. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.

G. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.

H. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)

CONSTRUCTION PHASE SCOPE OF SERVICES

DESIGN PROFESSIONAL:	**HDR**
OWNER:	**CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT**
PROJECT:	**GREEN INFRASTRUCTURE: MILL CREEK PARK PHASE 3 PLANTINGS**
WSD CONTRACT NO:	**AMENDMENT NO. 2 TO CONTRACT NO. 1611**
WSD PROJECT NO:	**81000955**

III. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate construction of new conveyance facilities, green infrastructure, and rehabilitation of existing sanitary sewers located in the Lower Blue River basin in Kansas City, Jackson County, Missouri.

A. The Project. The Water Services Department (WSD) of the CITY of Kansas CITY (CITY), Missouri, intends to construct a stormwater management system using green infrastructure to reduce combined sewer overflows (CSO) at Outfall 017 in the Brush Creek Basin. The project is located within MCP, which is located southeast of the intersection of W 43rd Street and Mill Creek Parkway. The project has been divided into three phases. Phase 3 Plantings includes all plantings proposed for the entire project area.

B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the CITY of Kansas CITY, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL.

C. DESIGN PROFESSIONAL Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the project. Under this Amendment No. 2, the CITY is contracting with DESIGN PROFESSIONAL to provide Construction Phase Services for the project.

D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Construction Phase Services

1. Task Series 3500 – Project Management and Administration
2. Task Series 3600 – Public Involvement and Coordination
3. Task Series 3700 – Construction Phase Engineering Services
4. Task Series 3800 – Resident Project Representative Services
5. Task Series 3900 – Project Close Out

E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.

F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of 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. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in pertinent safety procedures and precautions.
4. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
5. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and

responsibilities and are performing them to the CITY's satisfaction.

6. The SSP Team is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.

H. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.

1. DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority, and limitations thereon of any such RPR and assistants shall be as provided herein.

2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose, or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

3. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.

4. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.

5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions,

schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subconsultants, RPR's and assistants.

IV. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

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

2. Task Series 3500. DESIGN PROFESSIONAL shall complete this Task Series 3500 within 30 calendar days after completion of Task Series 3900.

3. Task Series 3600. DESIGN PROFESSIONAL shall complete public involvement activities under Phase 2 Construction Phase Services contract.

7. Task Series 3700 to 3800. DESIGN PROFESSIONAL shall complete Task Series 3700 to 3800 within 60 calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.

8. Task Series 3900. DESIGN PROFESSIONAL shall complete Task Series 3900 within 30 calendar days of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.

4. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

V. BASIC SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The following Task Series describe the Basic Scope of Services for Construction Phase Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 3500 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task

Series 3500 through 3900 is included in Task Series 3500. It is assumed that construction phase services for Phase 1 and Phase 2 will be completed prior to construction of Phase 3.

Task 3501 Project Management Services

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes project correspondence and consultation with CITY staff related to DESIGN PROFESSIONAL's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 3502 Monthly Invoicing

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system (Trimble/eBuilder).

Task 3503 Monthly Project Status Report

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

Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date

of invoice period that clearly shows progress to date.

Task 3504 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.

Task 3505 Work Plan

1. **Work Plan Format**. DESIGN PROFESSIONAL shall prepare a written draft Work Plan documenting work to be performed in Phase 3 Construction Phase Services. CITY will provide the format and a guideline for the information to be included in the 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 field crew leaders and contact information.
    b. A summary of the project's scope of services.
    c. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast.
    d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested and at the time of the construction phase services at a minimum.

TASK SERIES 3600 - PUBLIC INVOLVEMENT AND COORDINATION

Public Involvement activities pertaining to Phase 2 and Phase 3 construction phase services is covered within Phase 2 Construction Phase Services scope.

TASK SERIES 3700 - CONSTRUCTION PHASE ENGINEERING SERVICES

The DESIGN PROFESSIONAL's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN PROFESSIONAL and all written communication of any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All the correspondence identified in this paragraph and during construction shall be maintained on eBuilder, the CITY's document management system

Task 3701 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR

Task 3702 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate an in-person pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system (Trimble/eBuilder).

2. DESIGN PROFESSIONAL shall attend up to 3 monthly progress meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction

procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.

3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 3 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 3703 Document Management and Work Tracking Application

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

Task 3704 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.

2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 10 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 3705 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 4) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 3706 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue within fourteen (14) calendar days written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR. A total of 5 RFIs are assumed.

Task 3707 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and or CITY staff prior to issuing to CONTRACTOR.

DESIGN PROFESSIONAL will review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.

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

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

To establish basis for DESIGN PROFESSIONAL's compensation, up to 1 claim, 1 allowance authorization, 2 change orders, and 2 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 3708 Achievement of Full Operation Review and Final Completion Inspection

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 3800 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a full time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 2 month period to Achievement of Full Operation and a 30 day closeout period for the project area. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services. CITY reserves the right to

conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

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

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

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 2400 is limited to 350 hours. DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 3801 Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 3802 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 3 monthly progress meetings and up to 1 other meeting with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction

administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 3803 Liaison

RPR shall serve as the CITY's and DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. RPR shall provide the following liaison services, as limited by the budgeted hours.

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Record shall include quantities for payment (by asset, daily totals and to-date totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and on a hard copy map; provide copies of the Excel file and hard copy map with the monthly report.
4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

Task 3804 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever they believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or

has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when they believe that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY.

3. RPR shall verify that tests are conducted as required by the contract document and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.

4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 3805 Records

1. RPR shall maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the contract documents, progress reports, and other project-related documents.

2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 3901.

Task 3806 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system (Trimble/eBuilder) a daily report of RPR observed events at the job site, including the following information.

a. Hours the CONTRACTOR worked on the job site.
b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
c. Construction equipment on the job site.
d. Observed delays and potential causes.
e. Weather conditions.
f. Data relative to claims for extras or deductions.
g. Daily construction activities and condition of the work.
h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
i. Observations pertaining to the progress of the work. Materials received on job site.
j. Construction issues and resolutions or proposed resolutions to issues

2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 3807 Payment Requisitions

RPR shall review up to 4 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 3808 Achievement of Full Operation and Final Completion

1. Achievement of Full Operation:

a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.

b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

2. Final Completion

a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 3900 - PROJECT CLOSEOUT

Task 3901 Construction Records Drawings

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

Task 3902 Furnish CONTRACTOR'S Completion Documents

1. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the Trimble/eBuilder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.

2. DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.
3. All RPR documents and records shall be provided to the CITY.

Task 3903 Project Closeout Documentation

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

Task 3904 Update GIS

GIS Updates are not required for Plantings.

VI. OPTIONAL SERVICES

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

A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.

B. Additional meetings beyond those identified under the Basic Scope of Services.

C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.

D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.

E. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.

F. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.

G. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.

H. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)

Kansas City, Missouri Water Services Dept.
Mill Creek Value Engineering Amendment
Scope and Fee Estimate - 03/24/2025 **Phase 2 Civil Re-Design**

Staff	Bunch, David Gary	Sandbothe, Abigail Margaret (Abby)	Hardee, Ronald B	Weimer, Wesley Allan (Wes)	Fairchild, Brian	Wiebelhaus, Mitchell John (Mitch)	Damore, Suellen Batista	Crowley, Loring Watkins	Schneider, Jacob T	Schears, Noah Eli	Dinkel, Tracy L	Wiseman, David L	McCann, Victoria Ann (Tori)	Kalivoda, Cody Joseph	Witte, Nathan W	Bholane, Kalyani Arunrao	Pirtle, Lance	Dady, Caleb Jay	Cottini, April B	Bryant, William R Jr.	West, David Howell	Healan, Ryan M	Lee, Yoon J	Palmentere, Anita Ann	Briggs, Jacob Dalton				
Project Role	PIC	PM	Lead QC Reviewer	Senior Civil Engineer	Senior Civil Engineer	Civil Engineer	CIVIL EIT	Groundwater Modeling	Civil CAD	Civil CAD	Civil CAD	Senior Structural Engineer	Structural Engineer	Structural QC reviewer	Senior Electrical Engineer	Electrical Engineer	Electrical CAD	Electrical QC Reviewer	Landscape QC Reviewer	Principal Landscape Architect	Senior Architect	Architect	Landscape Architect CAD	Controller	Accounting	*Total HDR Hours*	*HDR Expenses*	*Tsi*	Total
Billing Rate	$355	$182	$226	$172	$177	$197	$118	$239	$154	$104	$145	$311	$139	$182	$215	$134	$151	$185	$220	$266	$223	$222	$144	$91	$121				
TASKS																													
Task 2100 - Project Management and Administration																													
Monthly Invoice & Progress Reporting	2	6																						12	8	28			$3,862
Virtual Meetings (6)		6		6			6					6			6							6				36			$7,316
On-Site Meetings (2)		4		16	4		4																			28	$362		$5,019
Opti Coordination Meetings (2)	2	4		4			4						4		4											22			$4,014
Internal Management	2	24																								26			$5,078
Internal Weekly Coordination Meetings (24)	4	16	4	12	6	6	12		12			12	12		12					6		12				126			$25,042
Subtotal Hours	**10**	**60**	**4**	**38**	**10**	**6**	**26**	**0**	**12**	**0**	**0**	**18**	**16**	**0**	**22**	**0**	**0**	**0**	**0**	**6**	**0**	**18**	**0**	**12**	**8**	**266**			
Subtotal Dollars	**$3,546**	**$10,921**	**$904**	**$6,523**	**$1,772**	**$1,180**	**$3,077**	**$0**	**$1,851**	**$0**	**$0**	**$5,593**	**$2,228**	**$0**	**$4,726**	**$0**	**$0**	**$0**	**$0**	**$1,596**	**$0**	**$3,990**	**$0**	**$1,095**	**$965**		**$362**	**$0**	**$50,330**
Total Task 2100																													**$50,330**
Task 2200 Stakeholder Engagement																													
MCPA Meeting (in-person) + Meeting Prep		4		8			4													14			4			34	$750		$7,624
Parks Board Meeting (virtual) + Meeting Prep																				4			8			12			$2,214
Subtotal Hours	**0**	**4**	**0**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**12**	**0**	**0**	**46**			
Subtotal Dollars	**$0**	**$728**	**$0**	**$1,373**	**$0**	**$0**	**$473**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,788**	**$0**	**$0**	**$1,725**	**$0**	**$0**		**$750**	**$0**	**$9,838**
Total Task 2200																													**$9,838**
Task 2300 - Field Investigations																													
Groundwater Monitoring				4				6																		10		$5,250	$7,369
Pothole Review		2		2			2																			6			$944
Subtotal Hours	**0**	**2**	**0**	**6**	**0**	**0**	**2**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**			
Subtotal Dollars	**$0**	**$364**	**$0**	**$1,030**	**$0**	**$0**	**$237**	**$1,433**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$5,250**	**$8,313**
Total Task 2300																													**$8,313**
Task 1600 - Phase 1 Bid Phase Services																													
Bid Assistance		16		16					8			5			4							4		4	2	59	$25		$10,824
Bid Evaluation		8			4																					12			$2,165
Subtotal Hours	**0**	**24**	**0**	**16**	**4**	**0**	**0**	**0**	**8**	**0**	**0**	**5**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**4**	**2**	**71**			
Subtotal Dollars	**$0**	**$4,368**	**$0**	**$2,747**	**$709**	**$0**	**$0**	**$0**	**$1,234**	**$0**	**$0**	**$1,554**	**$0**	**$0**	**$859**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$887**	**$0**	**$365**	**$241**		**$205**	**$0**	**$13,168**
Total Task 1600																													**$13,168**
Task 2400 - Design (60%, Final Submittal)																													
Basis of Design Report Update	2	16	4	56			60	2							4				2			12	8			166			$26,827
Finalizing GI Layout and Grading	6	80	4	96	8	8	40	2	130	46	24	6										60	80			590			$97,254
60% Plan Development	4	16	8	80	8	8	120		80	120	80	24	60	8	16	32	48			24	40	4	16			796			$124,222
60% Rendering		2																				8	24			34			$5,587
Response to Owner Comments on 60%	4	8		16			24		32	40	40		4		4					4		16				192			$29,389
Final Specifications		4	8	8		4	16						4		16	8					4	2		16		90			$14,448
Opinion of Probable Construction Costs (60%, Final)		8		16			24								8							12	24			92			$14,872
QAQC Review and Revisions (60%, Final)			12															6	12	12						42			$9,653
Final Construction Documents	8	8	8	40	8	8	40		40	80	40	16	40	4	38	40	48	4		8	20					498			$80,353
Draft Operations and Maintenance Manual		4		4	8		32															16				64			$10,167
Subtotal Hours	**24**	**146**	**44**	**316**	**32**	**28**	**356**	**4**	**282**	**286**	**184**	**46**	**108**	**12**	**86**	**80**	**96**	**10**	**14**	**48**	**64**	**130**	**152**	**16**	**0**	**2564**			
Subtotal Dollars	**$8,511**	**$26,574**	**$9,943**	**$54,246**	**$5,669**	**$5,506**	**$42,138**	**$955**	**$43,492**	**$29,734**	**$26,705**	**$14,293**	**$15,042**	**$2,184**	**$18,473**	**$10,697**	**$14,529**	**$1,848**	**$3,081**	**$12,769**	**$14,256**	**$28,819**	**$21,846**	**$1,461**	**$0**		**$0**	**$0**	**$412,770**
Total Task 5																													**$412,770**
Task 2500 - Bid Phase Services																													
Pre-Bid Conference		8			4																					12			$2,165
Bid Assistance		24		36			24					10			6							32				132			$24,879
Bid Evaluation		2		4			4					4														14			$2,767
Subtotal Hours	**0**	**34**	**0**	**40**	**4**	**0**	**28**	**0**	**0**	**0**	**0**	**14**	**0**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**158**			
Subtotal Dollars	**$0**	**$6,188**	**$0**	**$6,867**	**$709**	**$0**	**$3,314**	**$0**	**$0**	**$0**	**$0**	**$4,350**	**$0**	**$0**	**$1,289**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,094**	**$0**	**$0**	**$0**		**$0**	**$0**	**$29,811**
Total Task 2500																													**$29,811**
Total Hours	**34**	**270**	**48**	**424**	**50**	**34**	**416**	**10**	**302**	**286**	**184**	**83**	**124**	**12**	**118**	**80**	**96**	**10**	**14**	**72**	**64**	**184**	**164**	**32**	**10**	**3,121**			**3,121**
Total Billing Amount	**12,057**	**49,144**	**10,847**	**72,786**	**8,858**	**6,685**	**49,239**	**2,388**	**46,576**	**29,734**	**26,705**	**25,790**	**17,270**	**2,184**	**25,347**	**10,697**	**14,529**	**1,848**	**3,081**	**19,153**	**14,256**	**40,790**	**23,571**	**2,921**	**1,206**		**$1,317**	**$5,250**	**$524,230**

Kansas City, Missouri Water Services Dept.
Mill Creek Value Engineering Amendment
Scope and Fee Estimate - 03/24/2025 Phase 3 Plantings Re-Design

Staff	Bunch, David Gary	Sandbothe, Abigail Margaret (Abby)	Hardee, Ronald B	Weimer, Wesley Allan (Wes)	Damore, Suellen Batista	Schneider, Jacob T	Schears, Noah Eli	Cottini, April B	Bryant, William R Jr.	West, David Howell	Healan, Ryan M	Lee, Yoon J	Palmentere, Anita Ann	Briggs, Jacob Dalton			
Project Role	**PIC**	**PM**	**Lead QC Reviewer**	**Senior Civil Engineer**	**CIVIL EIT**	**Civil CAD**	**Civil CAD**	**Landscape QC Reviewer**	**Principal Landscape Architect**	**Senior Architect**	**Architect**	**Landscape Architect CAD**	**Project Controls**	**Accounting**	***Total HDR Hours***	***HDR Expenses***	**Total**
Billing Rate	**$355**	**$182**	**$226**	**$172**	**$118**	**$154**	**$104**	**$220**	**$266**	**$223**	**$222**	**$144**	**$91**	**$121**			
TASKS																	
Task 3100 - Project Management and Administration																	
Monthly Invoice & Progress Reporting	1	3											5	3	12		$1,719
Virtual Meetings (3)		3		3		3				3	3				15		$2,857
Internal Management	1	2		2							2				7		$1,505
Internal Weekly Coordination Meetings (12)		6		6	6				6	6	6				36		$7,095
Subtotal Hours	**2**	**14**	**0**	**11**	**6**	**3**	**0**	**0**	**6**	**9**	**11**	**0**	**5**	**3**	**70**		
Subtotal Dollars	**$709**	**$2,548**	**$0**	**$1,888**	**$710**	**$463**	**$0**	**$0**	**$1,596**	**$2,005**	**$2,439**	**$0**	**$456**	**$362**		**$0**	**$13,176**
Total Task 3100																	**$13,176**
Task 3300 - Design (60%, Final Submittal)																	
Review Existing Planting List				2						6	6				14		$3,010
60% Plan Development				24	24	12	24		4	4	32	60			184		$28,979
Response to Owner Comments on 60%	4	8		16					8		8	20			64		$12,397
Final Specifications		2									12				14		$3,024
Final Plans & Construction Documents		8				8	8		4		8	32	8		76		$11,689
Opinion of Probable Construction Costs (60%, Final)		4		16	16						8	16			60		$9,442
QA/QC Review		4						6	6						16		$3,645
Draft Operation and Maintenance Manual		4		4					4		24				36		$7,799
Subtotal Hours	**4**	**30**	**0**	**62**	**40**	**20**	**32**	**6**	**26**	**10**	**98**	**128**	**8**	**0**	**464**		
Subtotal Dollars	**$1,419**	**$5,460**	**$0**	**$10,643**	**$4,735**	**$3,085**	**$3,327**	**$1,320**	**$6,917**	**$2,228**	**$21,725**	**$18,397**	**$730**	**$0**		**$0**	**$79,985**
Total Task 3300																	**$79,985**
Task 3400 - Bid Phase Services																	
Bid Assistance		8		8	24					4	8				52		$8,335
Bid Evaluation		8		8	8						8				32		$5,550
Subtotal Hours	**0**	**16**	**0**	**16**	**32**	**0**	**0**	**0**	**0**	**4**	**16**	**0**	**0**	**0**	**84**		
Subtotal Dollars	**$0**	**$2,912**	**$0**	**$2,747**	**$3,788**	**$0**	**$0**	**$0**	**$0**	**$891**	**$3,547**	**$0**	**$0**	**$0**		**$0**	**$13,884**
Total Task 3400																	**$13,884**
Total Hours	**6**	**60**	**0**	**89**	**78**	**23**	**32**	**6**	**32**	**23**	**125**	**128**	**13**	**3**	**618**		**618**
Total Billing Amount	**2,128**	**10,921**	**0**	**15,278**	**9,232**	**3,547**	**3,327**	**1,320**	**8,513**	**5,123**	**27,710**	**18,397**	**1,187**	**362**		**$0**	**$107,045**

Green Infrastructure: Mill Creek Phase 1 North Plaza
Project Description - Construction Phase Services
Scope and Fee Estimate - March 2025

	Staff	Bunch, David Gary	Sandbothe, Abigail Margaret (Abby)	Weimer, Wesley Allan (Wes)	Hardee, Ronald B	Fairchild, Brian	Damore, Suellen Batista	Witte, Nathan W	Bryant, William R Jr.	Healan, Ryan M	Dragoo, Drew Dennis	Jordan, Jesse J	Schneider, Jacob T	Palmentere, Anita Ann	Briggs, Jacob Dalton	Imhoff, Cory M	Babcock, Chad E	Burden, Andrew Joseph					
	Project Role	PIC	Project Manager	Lead Engineer	Stormwater Engineer	Civil Engineer	EIT	Electrical Lead	LA Lead	Landscape Architect	Constr Mngr	CADD Mngr	CADD	Project Controls	Accounting	QA/QC	Risk Mngt	GIS					
	Billing Rate	$355	$182	$172	$226	$177	$118	$215	$266	$222	$231	$230	$154	$91	$121	$415	$225	$97	*Total HDR Hours*	*HDR Expenses*	*Taliaferro & Brown (MBE)*	*Subconsultant*	**Total**
	TASKS																						
A.	**Task 1100 - Project Management and Administration**																						
1101	Project Management Services	2	36	16	4									4		2	4		68		$5,788		$18,794
1102	Monthly Invoicing (assume 6 total)	2	12												6				20				$3,617
1103	Monthly Status Report (assume 6 total)	2	12											4					18				$3,259
1104	Subconsultant Agreements and Administration		8											8					16				$2,186
1105	Work Plan			8	16														24				$4,989
	Subtotal Hours	**6**	**68**	**24**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**6**	**2**	**4**	**0**	**146**				
	Subtotal Dollars	$2,128	$12,377	$4,120	$4,520	$0	$0	$0	$0	$0	$0	$0	$0	$1,461	$724	$830	$899	$0		$0	$5,788	$0	$32,845
	Total Task 1100																						$32,845
B.	**Task 1200 - Public Involvement and Coordination (665 days)**																						
1201	Public Meeting		4	4	8					4									20	$350			$4,459
1202	Correspondence and Tracking 311 Cases (assume 20 calls ~ 3 hrs/ea to track and resolve)	2	16			8	32												58				$8,826
	Subtotal Hours	**2**	**20**	**4**	**8**	**8**	**32**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**78**				
	Subtotal Dollars	$709	$3,640	$687	$1,808	$1,417	$3,788	$0	$0	$887	$0	$0	$0	$0	$0	$0	$0	$0		$350	$0	$0	$13,286
	Total Task 1200																						$13,286
C.	**Task 1300 - Construction Phase Engineering Services (665 days)**																						
1301	Review Contractors Schedules		4	16		4													24				$4,183
1302	Meeting, Conferences, and Site Visits	4	34		4														42	$200			$8,711
1303	Document Management and Work Tracking Application		4	4			24												32		$1,057		$5,312
1304	Shop Drawings and Data Submittals (10 submittals)		4	8	4	4	8		4	24									56		$2,614		$13,659
1305	Payment Requisitions		8	8			24												40				$5,670
1306	Intrepretations of Contract Documents (5 RFIs)		4	8	4					24									40				$8,326
1307	Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests	4	16	24				4	4										52				$10,374
1308	Achievement of Full Operation Review and Final Completion Inspection		16	16			8							24					64				$8,797
	Subtotal Hours	**8**	**90**	**84**	**12**	**8**	**64**	**4**	**8**	**48**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**350**				
	Subtotal Dollars	$2,837	$16,381	$14,420	$2,712	$1,417	$7,575	$859	$2,128	$10,641	$0	$0	$0	$2,191	$0	$0	$0	$0		$200	$3,671	$0	$65,033
	Total Task 1300																						$65,033
D.	**Task 1400 - Resident Project Representative Services (665 days)**																						
1401	Contractor Schedules		8								16								24				$5,146
1402	Preconstruction Conference, Meetings, and Field Conferences		4			4													8				$1,437
1403	Liaison						8												8				$947
1404	Review of Work, Rejection of Defective Work, Inspections and Test			20						20									40	$200	$141,542		$149,609
1405	Records						4												4				$473
1406	Reports and Document Review						4												4				$473
1407	Payment Requisitions						8												8				$947
1408	Achievement of Full Operation and Final Completion		4	16	4		8			16									48				$8,872
	Subtotal Hours	**0**	**16**	**36**	**4**	**4**	**32**	**0**	**0**	**36**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**144**				
	Subtotal Dollars	$0	$2,912	$6,180	$904	$709	$3,788	$0	$0	$7,981	$3,690	$0	$0	$0	$0	$0	$0	$0		$200	$141,542	$0	$167,905
	Total Task 1400																						$167,905
E.	**Task 1500 - Project Closeout (60 days)**																						
1501	Construction Records Drawings		4	4			16			16		8	40						88				$14,865
1502	Furnish Contractor's Completion Documents		4	8			8												20				$3,048
1503	Project Closeout Documentation		4	8			16							8					36				$4,725
1504	Update GIS						4						4					8	16				$1,867
	Subtotal Hours	**0**	**12**	**20**	**0**	**0**	**44**	**0**	**0**	**16**	**0**	**8**	**44**	**8**	**0**	**0**	**0**	**8**	**160**				
	Subtotal Dollars	$0	$2,184	$3,433	$0	$0	$5,208	$0	$0	$3,547	$0	$1,841	$6,786	$730	$0	$0	$0	$777		$0	$0	$0	$24,506
	Total Task 5																						$24,506
F.	**Task - OPTIONAL SERVICES**																						
1	Optional Services - TBD																		0				
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**				
	Subtotal Dollars	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0	$0
	Total Task 6																						
	Total Hours	**16**	**206**	**168**	**44**	**20**	**172**	**4**	**8**	**104**	**16**	**8**	**44**	**48**	**6**	**2**	**4**	**8**	**878**				**878**
	Total Billing Amount	$5,674	$37,495	$28,840	$9,943	$3,543	$20,359	$859	$2,128	$23,055	$3,690	$1,841	$6,786	$4,382	$724	$830	$899	$777		$750	$151,001	$0	

Phase 1 CPS Fee $303,575

SUBCONSULTANT FEE PROPOSAL

Taliaferro & Browne Professional Services Fee Proposal
Green Infrastructure: Mill Creek Park Phase 1 North Plaza

		Items	Principal in Charge	Engineer VIII	Engineer V / Site Rep VIII	Site Rep II	Landscape Architect VII	Landscape Architect II	TOTAL HOURS	LABOR BY TASK	EXPENSES BY TASK	TOTAL COST BY TASK
1100		**PROJECT MANAGEMENT AND ADMINISTRATION**	7	16					23	$5,788		$5,788
	1101-1102	Project Management & Monthly Invoicing (assume 7 months)							0	$0		$0
1300		**CONSTRUCTION PHASE ENGINEERING SERVICES**							0	$0	$11	$11
	1303	Attend training on CITY's web-based document management system			4	4			8	$1,046		$1,046
	1304	Review up to 10 submittals related to concrete work only			10	10			20	$2,614		$2,614
1400		**RESIDENT PROJECT REPRESENTATIVE SERVICES**										
	1401-1408	RPR Services (assume 40 hrs/wk for 30 weeks)			360	840			1200	$141,542		$141,542
		Total Man-Hours	**7**	**16**	**374**	**854**	**0**	**0**	**1251**			
		2025 Labor Rate ($/Hour)	**$112.00**	**$70.00**	**$53.50**	**$32.50**	**$52.50**	**$39.75**				
		Billing Rate (3.04 Multiplier)	**$340.48**	**$212.80**	**$162.64**	**$98.80**	**$159.60**	**$120.84**				
		TOTAL LABOR COST	**$2,383**	**$3,405**	**$60,827**	**$84,375**	**$0**	**$0**		**$150,991**	**$11**	**$151,001**

Green Infrastructure: Mill Creek Phase 2 Civil
Project Description - Construction Phase Services
Scope and Fee Estimate - March 2025

	Staff	Bunch, David Gary	Sandbothe, Abigail Margaret (Abby)	Weimer, Wesley Allan (Wes)	Hardee, Ronald B	Fairchild, Brian	Damore, Suellen Batista	Wiseman, David L	McCann, Victoria Ann (Tori)	Witte, Nathan W	Bryant, William R Jr.	Healan, Ryan M	Dragoo, Drew Dennis	Jordan, Jesse J	Schneider, Jacob T	Palmentere, Anita Ann	Briggs, Jacob Dalton	Imhoff, Cory M	Dove, Eric J	Babcock, Chad E	Burden, Andrew Joseph				
	Project Role	PIC	Project Manager	Lead Engineer	Stormwater Lead	Civil Engineer	EIT	Structural Lead	Structural EIT	Electrical Lead	Landscape Architect	Landscape Architect	Constr Mngr	CADD Mngr	CADD	Project Controls	Accounting	QA/QC	QA/QC	Risk Mngt	GIS				
	Billing Rate	$367	$188	$178	$234	$183	$122	$321	$144	$222	$275	$229	$239	$238	$160	$94	$125	$430	$284	$232	$100	*Total HDR Hours*	*HDR Expenses*	*Taliaferro & Brown (MBE)*	*TREKK (WBE)*	**Total**
	TASKS																									
A.	**Task 2600 - Project Management and Administration**																									
2601	Project Management Services	4	40	16	8											6		4		4		82		$6,882	$10,976	$34,785
2602	Monthly Invoicing (assume 8 total)	2	16														6					24			$1,752	$6,248
2603	Monthly Status Report (assume 8 total)	2	16													4						22				$4,125
2604	Subconsultant Agreements and Administration		8													6						14				$2,073
2605	Workplan			2			8															10				$1,335
	Subtotal Hours	**8**	**80**	**18**	**8**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**6**	**4**	**0**	**4**	**0**	**152**				
	Subtotal Dollars	**$2,935**	**$15,066**	**$3,197**	**$1,870**	**$0**	**$980**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,511**	**$749**	**$1,718**	**$0**	**$930**	**$0**		**$0**	**$6,882**	**$12,728**	**$48,566**
	Total Task 2600																									**$48,566**
B.	**Task 2700 - Public Involvement and Coordination (245 days)**																									
2701	Public Meeting		4	4	8							16										32	$350			$7,354
2702	Correspondence and Tracking 311 (assume 20 calls ~ 3 hrs/ea to track and resolve)	2		16		8	38															64				$9,696
	Subtotal Hours	**2**	**4**	**20**	**8**	**8**	**38**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**96**				
	Subtotal Dollars	**$734**	**$753**	**$3,552**	**$1,870**	**$1,466**	**$4,654**	**$0**	**$0**	**$0**	**$0**	**$3,670**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$350**	**$0**	**$0**	**$17,050**
	Total Task 2700																									**$17,050**
C.	**Task 2800 - Construction Phase Engineering Services (665 days)**																									
2801	Review Contractors Schedules		6	16			8															30				$4,951
2802	Meeting, Conferences, and Site Visits	4	32			4																40	$100	$9,433		$17,760
2803	Document Management and Work Tracking Application		12	12			40															64				$9,290
2804	Shop Drawings and Data Submittals (50 submittals)		8	50		40	60	8	32	16	8	80										302		$4,417		$60,775
2805	Payment Requisitions		12	12			30															54				$8,065
2806	Intrepretations of Contract Documents (50 RFIs)		32	80	24		120	16	24	16	8	60							2			382				$69,233
2807	Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests	8	24	24	16			8		4		8						2				94				$21,614
2808	Achievement of Full Operation Review and Final Completion Inspection		16	16			8									24						64				$9,101
	Subtotal Hours	**12**	**142**	**210**	**40**	**44**	**266**	**32**	**56**	**36**	**16**	**148**	**0**	**0**	**0**	**24**	**0**	**2**	**2**	**0**	**0**	**1030**				
	Subtotal Dollars	**$4,403**	**$26,742**	**$37,299**	**$9,352**	**$8,065**	**$32,576**	**$10,288**	**$8,070**	**$8,001**	**$4,404**	**$33,946**	**$0**	**$0**	**$0**	**$2,267**	**$0**	**$859**	**$568**	**$0**	**$0**		**$100**	**$13,850**	**$0**	**$200,789**
	Total Task 2800																									**$200,789**
D.	**Task 2900 - Resident Project Representative Services (245 days)**																									
2901	Contractor Schedules		8										16									24				$5,325
2902	Preconstruction Conference, Meetings, and Field Conferences		6			8																14	$75			$2,671
2903	Liaison						10															10				$1,225
2904	Review of Work, Rejection of Defective Work, Inspections and Test			18								24										42			$121,550	$130,252
2905	Records						6															6				$735
2906	Reports and Document Review						6															6				$735
2907	Payment Requisitions		4	4			10															18				$2,688
2908	Achievement of Full Operation and Final Completion		4	16	4		8					16							24			72				$15,998
	Subtotal Hours	**0**	**22**	**38**	**4**	**8**	**40**	**0**	**0**	**0**	**0**	**40**	**16**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**192**				
	Subtotal Dollars	**$0**	**$4,143**	**$6,749**	**$935**	**$1,466**	**$4,899**	**$0**	**$0**	**$0**	**$0**	**$9,175**	**$3,818**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,818**	**$0**	**$0**		**$75**	**$0**	**$121,550**	**$159,628**
	Total Task 2900																									**$159,628**
E.	**Task 2950 - Project Closeout (60 days)**																									
29501	Construction Records Drawings		8	8		4	18					16		24	120							198				$34,396
29502	Furnish Contractor's Completion Documents	4	8	16			10															38				$7,041
29503	Project Closeout Documentation		8	8			18									16						50				$6,643
29504	Update GIS			2			8								6						32	48				$5,508
	Subtotal Hours	**4**	**24**	**34**	**0**	**4**	**54**	**0**	**0**	**0**	**0**	**16**	**0**	**24**	**126**	**16**	**0**	**0**	**0**	**0**	**32**	**334**				
	Subtotal Dollars	**$1,468**	**$4,520**	**$6,039**	**$0**	**$733**	**$6,613**	**$0**	**$0**	**$0**	**$0**	**$3,670**	**$0**	**$5,713**	**$20,106**	**$1,511**	**$0**	**$0**	**$0**	**$0**	**$3,215**		**$0**	**$0**	**$0**	**$53,588**
	Total Task 29500																									**$53,588**
F.	**Task - OPTIONAL SERVICES**																									
1	Optional Services - TBD																					0				
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**				
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**
	Total Task 6																									
	Total Hours	**26**	**272**	**320**	**60**	**64**	**406**	**32**	**56**	**36**	**16**	**220**	**16**	**24**	**126**	**56**	**6**	**6**	**26**	**4**	**32**	**1,804**				**3,608**
	Total Billing Amount	**$9,540**	**$51,223**	**$56,837**	**$14,029**	**$11,731**	**$49,721**	**$10,288**	**$8,070**	**$8,001**	**$4,404**	**$50,460**	**$3,818**	**$5,713**	**$20,106**	**$5,289**	**$749**	**$2,577**	**$7,386**	**$930**	**$3,215**		**$525**	**$20,732**	**$134,278**	

Phase 2 CPS Fee $479,621

SUBCONSULTANT PROPOSED FEE

Taliaferro & Browne Professional Services Fee Proposal
Green Infrastructure: Mill Creek Park Phase 2 Civil

Items			Principal in Charge	Engineer VIII	Engineer V / Site Rep VIII	Site Rep II	Landscape Architect VII	Landscape Architect II	TOTAL HOURS	LABOR BY TASK	EXPENSES BY TASK	TOTAL COST BY TASK
2600		**PROJECT MANAGEMENT AND ADMINISTRATION**	8	18					26	$6,882		$6,882
	2601-2602	Project Management & Monthly Invoicing (assume 8 months)							0	$0		$0
2800		**CONSTRUCTION PHASE ENGINEERING SERVICES**							0	$0	$11	$11
	2802	Perform up to 4 periodic site visits					32	32	64	$9,423		$9,423
	2804	Review up to 15 submittals related to landscape work only					15	15	30	$4,417		$4,417
		Total Man-Hours	**8**	**18**	**0**	**0**	**47**	**47**	**120**			
		2026 Labor Rate ($/Hour)	**$117.60**	**$73.50**	**$56.18**	**$34.13**	**$55.13**	**$41.74**				
		Billing Rate (3.04 Multiplier)	**$357.50**	**$223.44**	**$170.77**	**$103.74**	**$167.58**	**$126.88**				
		TOTAL LABOR COST	**$2,860**	**$4,022**	**$0**	**$0**	**$7,876**	**$5,963**		**$20,722**	**$11**	**$20,732**

SUBCONSULTANT PROPOSED FEE

TREKK DESIGN GROUP, LLC

GREEN INFRASTRUCTURE: MILL CREEK PARK PHASE 2 CIVIL / WSD Project No. 81000955 / AMENDMENT NO. 2 TO CONTRACT NO. 1611

City of Kansas City, Missouri / Water Services Department / HDR Prime Consultant

		Task Series 1101 - PM & Admin			Task Series 1102 - Invoicing			Task Series 1400 - RPR Services		
	CLASS.	HOURS	RATE	EXTENSION	HOURS	RATE	EXTENSION	HOURS	RATE	EXTENSION
	Sr Insp (RPR)		$ 148.00	$ -			$ -	800	$ 148.00	$ 118,400.00
	Proj Mgr	60	$ 182.00	$ 10,920.00	6	$ 182.00	$ 1,092.00			
	PMO		$ 123.00	$ -	6	$ 110.00	$ 660.00			
	TOTALS			**$ 10,920.00**			**$ 1,752.00**			**$ 118,400.00**
SUMMARY										
	Total Loaded Labor			$ 10,920.00	Total Loaded Labor		$ 1,752.00	Total Loaded Labor		$ 118,400.00
	DIRECT EXPENSES									
	Mileage	80	$ 0.70	$ 56.00	0	$ 0.70	$ -	4500	$ 0.70	$ 3,150.00

SUMMARY			
	Task Series 1011 - PM and Admin ESTIMATED COST PLUS EXPENSES	**$ 10,976.00**	
	Task Series 1012 - Invoicing EST COST PLUS EXPENSES	**$ 1,752.00**	
	Task Series 1400 - RPR Services EST COST PLUS EXPENSES	**$ 121,550.00**	
	Grand Total $		**134,278.00**

Green Infrastructure: Mill Creek Phase 3 Plantings
Project Description - Construction Phase Services
Scope and Fee Estimate - March 2025

	Staff	Bunch, David Gary	Sandbothe, Abigail Margaret (Abby)	Weimer, Wesley Allan (Wes)	Damore, Suellen Batista	Bryant, William R Jr.	Healan, Ryan M	Schneider, Jacob T	Palmentere, Anita Ann	Briggs, Jacob Dalton	Imhoff, Cory M	Babcock, Chad E				
	Project Role	**PIC**	**Project Manager**	**Lead Engineer**	**EIT**	**LA Technical Lead**	**Landscape Architect**	**CADD**	**Project Controls**	**Accounting**	**QA/QC**	**Risk Mngt**				**Total**
	Billing Rate	**$367**	**$188**	**$178**	**$122**	**$275**	**$229**	**$160**	**$94**	**$125**	**$430**	**$232**	*Total HDR Hours*	*HDR Expenses*	*Taliaferro & Brown (MBE)*	
	TASKS															
A.	**Task 3500 - Project Management and Administration**															
3501	Project Management Services	2	24	8	2				3		2	1	42		$2,996	$11,290
3502	Monthly Invoicing (assume 3 total)	2	4							3			9		$1,150	$3,011
3503	Monthly Status Report (assume 3 total)	2	4						3				9			$1,770
3504	Subconsultant Agreements and Administration		4						4				8			$1,131
3505	Work Plan			6	12								18			$2,535
	Subtotal Hours	**6**	**36**	**14**	**14**	**0**	**0**	**0**	**10**	**3**	**2**	**1**	**86**			
	Subtotal Dollars	**$2,202**	**$6,780**	**$2,487**	**$1,715**	**$0**	**$0**	**$0**	**$944**	**$374**	**$859**	**$232**		**$0**	**$4,146**	**$19,738**
	Total Task 3500															**$19,738**
B.	**Task 3600 - Public Involvement and Coordination (COVERED IN PHASE 2)**															
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**
	Total Task 1200															**$0**
C.	**Task 3700 - Construction Phase Engineering Services**															
3701	Review Contractors Schedules		4		8								12			$1,733
3702	Meeting, Conferences, and Site Visits	2	8		6		8						24	$100		$4,910
3703	Document Management and Work Tracking Application		4	6			6						16			$3,195
3704	Shop Drawings and Data Submittals (10 Submittals)		4	8	4	16	40						72			$16,242
3705	Payment Requisitions		3	6	6								15			$2,365
3706	Intrepretations of Contract Documents (5 RFIs)		8	8		4	40						60			$13,203
3707	Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests		4	8	4								16			$2,664
3708	Achievement of Full Operation Review and Final Completion Inspection		4	4	4		16		24				52			$7,890
	Subtotal Hours	**2**	**39**	**40**	**32**	**20**	**110**	**0**	**24**	**0**	**0**	**0**	**267**			
	Subtotal Dollars	**$734**	**$7,345**	**$7,105**	**$3,919**	**$5,505**	**$25,230**	**$0**	**$2,267**	**$0**	**$0**	**$0**		**$100**	**$0**	**$52,203**
	Total Task 3700															**$52,203**
D.	**Task 3800 - Resident Project Representative Services (665 days)**															
3801	Contractor Schedules		4				4						8			$1,671
3802	Preconstruction Conference, Meetings, and Field Conferences		4		8		8						20			$3,568
3803	Liaison			8	4		8						20			$3,746
3804	Review of Work, Rejection of Defective Work, Inspections and Test			4			4						8	$150	$67,469	$69,247
3805	Records		4	4			4						12		$11	$2,392
3806	Reports and Document Review		2		4								6			$867
3807	Payment Requisitions		4	2			4						10			$2,026
3808	Achievement of Full Operation and Final Completion		2	4			4						10			$2,005
	Subtotal Hours	**0**	**20**	**22**	**16**	**0**	**36**	**0**	**0**	**0**	**0**	**0**	**94**			
	Subtotal Dollars	**$0**	**$3,766**	**$3,908**	**$1,959**	**$0**	**$8,257**	**$0**	**$0**	**$0**	**$0**	**$0**		**$150**	**$67,480**	**$85,521**
	Total Task 3800															**$85,521**
E.	**Task 3900 - Project Closeout (30 days)**															
3901	Construction Records Drawings			4	4		8	16					32			$5,588
3902	Furnish Contractor's Completion Documents		4	4	6		8						22			$4,033
3903	Project Closeout Documentation		4	4	8				16				32			$3,955
	Subtotal Hours	**0**	**8**	**12**	**18**	**0**	**16**	**16**	**16**	**0**	**0**	**0**	**86**			
	Subtotal Dollars	**$0**	**$1,507**	**$2,131**	**$2,204**	**$0**	**$3,670**	**$2,553**	**$1,511**	**$0**	**$0**	**$0**		**$0**	**$0**	**$13,576**
	Total Task 5															**$13,576**
F.	**Task - OPTIONAL SERVICES**															
1	Optional Services - TBD												0			
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
	Subtotal Dollars	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**
	Total Task 6															
	Total Hours	**8**	**103**	**88**	**80**	**20**	**162**	**16**	**50**	**3**	**2**	**1**	**533**			**533**
	Total Billing Amount	**$2,935**	**$19,397**	**$15,630**	**$9,797**	**$5,505**	**$37,157**	**$2,553**	**$4,722**	**$374**	**$859**	**$232**		**$250**	**$71,626**	

Amendment 3 Totals:

Phase 2 Re-Design: $ 524,230
Phase 3 Re-Design: $ 107,045
Phase 1 CPS: $ 303,575
Phase 2 CPS $ 479,621
Phase 3 CPS: $ 171,039

Total Fee Estimate $1,585,510
Optional Services: $ 164,490
Total Amendment 3: $1,750,000

Phase 3 CPS Fee $171,039

Taliaferro & Browne Professional Services Fee Proposal
Green Infrastructure: Mill Creek Park Phase 3 Plantings

SUBCONSULTANT PROPOSED FEE

Items			Principal in Charge	Engineer VIII	Engineer V / Site Rep VIII	Site Rep II	Landscape Architect VII	Landscape Architect II	TOTAL HOURS	LABOR BY TASK	EXPENSES BY TASK	TOTAL COST BY TASK
3500		**PROJECT MANAGEMENT AND ADMINISTRATION**	3	8					11	$2,996		$2,996
	3501-3502	Project Management & Monthly Invoicing (assume 3 months)							0	$0		$0
3700		**CONSTRUCTION PHASE ENGINEERING SERVICES**							0	$0	$11	$11
	3703	Attend training on CITY's web-based document management system			4	4			8	$1,150		$1,150
3800		**RESIDENT PROJECT REPRESENTATIVE SERVICES**										
	3801-3808	RPR Services (assume 40 hrs/wk for 13 weeks)			156	364			520	$67,469		$67,469
		Total Man-Hours	**3**	**8**	**160**	**368**	**0**	**0**	**539**			
		2027 Labor Rate ($/Hour)	**$123.20**	**$77.00**	**$58.85**	**$35.75**	**$57.75**	**$43.73**				
		Billing Rate (3.04 Multiplier)	**$374.53**	**$234.08**	**$178.90**	**$108.68**	**$175.56**	**$132.92**				
		TOTAL LABOR COST	**$1,124**	**$1,873**	**$28,625**	**$39,994**	**$0**	**$0**		**$71,615**	**$11**	**$71,626**

ATTACHMENT I3

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: Parson & Associates Email:	Address: 1518 E. 18th Street, Kansas City, MO 64153 Phone: 816-216-6571 Fax:
2.	Name: TSi Geotechnical, Inc. Email:	Address: 8248 NW 101st Terrace #5, Kansas City, MO 64153 Phone: 816-599-7965 Fax:
3.	Name: DuBois Consultants, Inc. Email:	Address: 5737 Swope Parkway, Kansas City, MO 64130 Phone: 816-333-7700 Fax:
4.	Name: TREKK Design Group, LLC Email:	Address: 1411 E. 104th Street, Kansas City, MO 64131 Phone: 816-874-4655 Fax:
5.	Name: Taliaferro & Browne Inc. Email:	Address: 1020 E 8th Street, Kansas City, MO, 64106 Phone: 816-283-3456 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: HDR Engineering, Inc.
Submitted By: Cory Imhoff
Title: Senior Vice President
Telephone No.: 816-360-2700
Fax No.: 816-360-2701
E-mail: cory.imhoff@hdrinc.com
Date: April 3, 2025