

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81000917, CONTRACT NO. 1573**  
**FOR SEWER SEPARATION: OUTFALL 054**  
**WATER SERVICES DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and CDM Smith, Inc. Missouri Corporation 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 of Kansas City (CITY), Missouri, intends to provide for design services to separate approximately 35 acres of the City’s combined sewer system located upstream of Combined Sewer Outfall 054, which is located near E. 17<sup>th</sup> St and White Avenue in the Lower Blue River Basin, located in Kansas City, Missouri. As such, the CITY is contracting with DP to provide the necessary professional services.

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 on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

**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 \$490,000.00, as follows:
1. \$269,481.00 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 a 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**.
  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 \$197,519.00. 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 twenty three thousand and zero cents (\$23,000.00) 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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be

specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

**B. Method of Payment.**

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its Subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. 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, accompanied by a monthly status report, Non-Construction Application for Payment 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. 63<sup>rd</sup> Street

Kansas City, MO 64130

Phone: (816) 513-0168

Facsimile: (816) 513-0226

E-mail address: [matt.bond@kcmo.org](mailto:matt.bond@kcmo.org)

**Design Professional:**

CDM Smith Inc.

Contact: Jessica Veach

Address: 9200 Ward Parkway, Ste. 320

Phone: (816)412-3139

E-mail address: [veachjl@cdmsmith.com](mailto:veachjl@cdmsmith.com)

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

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

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

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

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. 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 E**, 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** – Unit Costs

**Attachment E** - Licensed Geographical Information System Data

**Attachment F** – 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 G** –Employee Eligibility Verification Affidavit

**Attachment H** – Truth-In-Negotiation Certificate

**Attachment I** – 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 J** – Non-Construction Subcontractors Listing

**Attachment K** – 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 “Subcontractor List Non-Construction Subcontractor Listing”, contained in **Attachment J**.

**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 F**. If Design Professional fails to achieve the M/WBE goals stated in its

contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 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: 7/23/20

By: [Signature]

Name: Jessica Veach

Title: Client Service Leader

**KANSAS CITY, MISSOURI**

Date: 8/5/2020

By: [Signature]

Name: Sean Hennessy

Title: Deputy Director

Water Services Department

Approved as to form:

DocuSigned by: Mark Jones  
Assistant City Attorney [Signature] Date

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 Danielson 8/26/2020  
Director of Finance [Signature] Date

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

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

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

#### Sec 3. Insurance.

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



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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory  
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or by law despite any such forbearance or indulgence.

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

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

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

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

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

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

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

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

being performed in accordance with the intentions of the parties.

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

A. For purposes of this section:

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

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

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

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

### **Sec. 16. Affirmative Action.**

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

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

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

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

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

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

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

#### **Sec. 17. Tax Compliance.**

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

#### **Sec. 18. Assignability and Subcontracting.**

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

subcontracting as otherwise provided for herein.

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

#### **Sec. 19. Conflicts of Interest.**

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

#### **Sec. 20. Conflict of Interest - Certification.**

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

#### **Sec. 21. Buy American Preference.**

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

#### **Sec. 22. Independent Contractor.**

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

#### **Section 23. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at <http://www.uscis.gov/e-verify> . 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 \$10.00 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.

#### **Section 25. Truth-In-Negotiation Certificate**

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

#### **Section 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 - \$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.

## ATTACHMENT A

### SCOPE OF SERVICES

Design Professional: CDM Smith, Inc.  
Owner: City of Kansas City, Missouri  
Project: Sewer Separation: Outfall 054  
City Contract No.: 1573  
City Project No: 81000917

#### 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) to facilitate the separation and rehabilitation of combined sewers located upstream of Combined Sewer Outfall 054 in the Lower Blue River Basin of Kansas City, Missouri. In addition, feasible integration of green infrastructure for stormwater management is a key aspect of the project development and implementation.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to separate the combined sewers contributing to Outfall 054, which is located south of East 18<sup>th</sup> Street and between Oakley Avenue and Fremont Avenue in Kansas City, Missouri. As such, the CITY is contracting with DP to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree approved September 27, 2010 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 as mandated by the Federal Consent Decree approved September 23, 2010 to prepare design documents for separation of approximately 35 acres of combined sewer system and elimination of typical year sewer overflows at Outfall 054 as defined in the Federal Consent Decree. The project boundaries are generally 15<sup>th</sup> Terrace to the north, 18<sup>th</sup> Street to the south, Fremont Avenue to the East, and Oakley Avenue to the west
- D. Follow-On Phases. At the discretion of the CITY, the DP may be requested to provide final design, bid phase, and construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of professional preliminary design phase services for Sewer Separation of areas tributary to Outfall 054. The Work consists of the following professional services:
  1. Performance of professional engineering services necessary to develop preliminary design for the separation of combined sewers and rehabilitation of sewers located upstream of Outfall 054 in the Lower Blue River Basin. The preliminary design shall expand on the plan for combined sewer separation as identified in the City of Kansas



City, Missouri's *Lower Blue River Basin Development of Preliminary Improvement Scenarios Technical Memorandum dated July 2008*, as well as the City of Kansas City, Missouri's *Overflow Control Plan* originally dated January 30, 2009, updated April 30, 2012.

2. Requested services include topographic and utility field survey, dyed water testing and smoke testing; sewer system evaluation including recording defects identified during smoke testing; utility investigations; review of CITY provided flow metering data and CCTV data; analysis of anticipated dry weather sanitary flows; determination of anticipated post separation peak wet weather sanitary flows; calculation of stormwater flows; overland flow open channel evaluation for design events greater than the capacity of the proposed storm sewers; integration of feasible green infrastructure in project improvements; coordination with City departments and utility infrastructure planning; preparation of design alternatives for sewer separation and rehabilitation; green infrastructure; and opinion of probable construction costs.

F. Project Needs/Goals

1. Determine deficient sewer structures and surface features that contribute to sewer overflows, local flooding and basement backups. Establish the current level of service of the existing system to convey wet weather flows.
2. Conduct a detailed analysis of the existing combined sewer for use as either a storm sewer system or as a sanitary sewer system.
3. Perform a detailed routing/connection analysis of the new storm or sanitary sewer system confirming size requirements and conformance with goals of the Federal Consent Decree.
4. Evaluate feasibility and integration of Green Infrastructure to optimize the wet weather flow conveyance.
5. In coordination with CITY staff, identify and develop three (3) alternatives to meet project objectives, opinion of probable construction costs and construction schedule required to address deficiencies as stated above for the sanitary and storm systems.
6. Recommend most cost-effective alternative to meet the project objectives.
7. Prepare preliminary design (30%) for the recommended design alternative.

G. 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™ Sustainability
3. Task Series 300 - Field investigation and data review
4. Task Series 400 - Basis of Design
5. Task Series 500 - Preliminary Design

H. 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.

- I. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services.

## **II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS**

### **A. Project Milestones and CITY Review Requirements**

1. DP will complete Task Series 100 through 500 within 220 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 220 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. The following management activities will be provided by DP.

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

Provide project administration 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.

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

### **Task 102 Monthly Invoicing and Project Status Reports**

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the manholes inspected, sewers cleaned and televised within the month shall be attached with each invoice. Each invoice by DP and subcontractors shall be broken down by each task. The monthly progress status reports shall document work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DP's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Basic 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.

### **Task 103 Subconsultant Agreements and Administration**

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

### **Task 104 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project kickoff meeting with the CITY within 14 calendar days to review and establish project goals, lines of communication, project procedures, Engineer's proposed work Plan, 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 minutes one week after the meeting date.

### **Task 105 Work Plan**

1. **Work Plan Format.** DP shall prepare a written 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 a minimum the following:
  - a. Description of project critical success factors, risks and project team's approach to successfully address them.
  - b. Detailed task description and execution steps and task-based schedule with dependency.

- c. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
  - d. Schedule of monthly cost progression shall also be provided in the form of an S-curve or earned value or other format indicating the planned value of work to be invoiced on a monthly basis through project completion.
  - e. Develop sewer rehabilitation prioritization approach based on Kansas City's *Risk Based Prioritization and Rehabilitation Recommendations* dated December 2015.
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 an electronic copy of the final Work Plan in pdf format within 14 calendar days of receipt of CITY's comments.

### **Task 106 Monthly Progress Meetings**

Participate in up to seven (7) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, 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 CITY prior to each meeting and prepare/distribute meeting minutes within five (5) calendar days.

## **TASK SERIES 200 - ENVISION™ SUSTAINABILITY**

### **Task 201 Envision™ Credits**

DP shall include a summary of the applicable Envision™ credits (Version 3, 2018) in the Basis of Design Memorandum. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template, provided by the CITY. The DP shall provide a brief summary as an attachment to the Basis of Design describing the credits selected for this project and why these credits will achieve a higher level of sustainability on this project. The DP shall be responsible for identifying and tracking Envision™ credits but will not be responsible for providing the documentation to support the Envision credits. Envision certification is not included in this scope.

The Envision™ credit support documentation is NOT included in this scope but DP shall review the Envision™ credit support documentation requirements from the Envision Guidance Manual. If the CITY decides to move forward with Envision™ verification, an amendment to this contract or a separate contract will be required. However, the DP shall be responsible for the Envision™ credit scores as reported during this project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

### **Task 202 Envision™ Credits (Project Kickoff Meeting)**

The DP shall provide the summary document and initial Envision™ credit scoring to the CITY prior to the Project Kickoff Meeting (Task 105). The Envision™ credits shall be presented at the Project Kickoff Meeting and discussed as a design team. The DP shall make any modification to

the selected Envision™ credits and initial scoring during the Project Kickoff Meeting. Following the Project Kickoff Meeting, the DP shall provide the final list of selected Envision™ credits and final initial project score by credit in the template format as provided by the CITY. The CITY will review and approve the final selection. The final approved Envision™ credits will be required in project reporting for sustainability on this project as defined in Task 203.

### **Task 203      Envision™ Reporting**

Using the Envision™ rating system as the metric for scoring project sustainability, DP shall report PROJECT sustainability updates in each Design Professional Services (DPS) monthly Project Status Report (PSR) described in Task 102. DP shall use the Envision reporting template provided by CITY to update project sustainability scores for each PSR. Updates to Envision scores shall only be made at key deliverables, including: initial scoring, scoring of three selected alternatives, and scoring of selected alternative DP shall provide a digital file of the updated table as well as a PDF of the summary Envision™ Credit Report to the CITY, accompanying the hard copy of the PSR.

Submittal of documentation as required for Envision™ verification is not included in this Scope.

## **TASK SERIES 300 - FIELD INVESTIGATION AND DATA REVIEW**

### **Task 301      Review Existing Reports, GIS, and Field Data**

DP shall compile and review pertinent existing data and reports, CCTV, manhole inspections and GIS information provided by the CITY, and other related data obtained previously by or for CITY within the project area.

DP shall review CCTV inspection data for up to 9,000 linear feet of pipe and manhole inspection reports for up to 50 manholes provided by the CITY. DP shall review results from smoke testing and dye testing performed by DP. DP shall review inspection data to identify structural defects, locations of service laterals and locations of inflow / cross connections. DP shall utilize the following applicable protocols/guidance manual for field data evaluation and recommend additional field investigations if data gaps are noted by DP.

1. Manhole Inspection Protocol dated July 2014
2. Smoke Testing Protocol dated October 2017
3. CCTV Investigation Protocol dated July 2016
4. Dyed Water Testing Protocol dated September 2013

Pipe and manhole data review will not include quantification of infiltration and inflow sources per the Kansas City Overflow Control Program I/I Quantification and Rehabilitation Selection Guidance Document.

### **Task 302      Smoke Testing**

1. Smoke Testing notification and door hangers

Prior to beginning smoke testing activities, DP shall distribute a project-specific door hanger to the affected properties providing notification of smoke testing. DP will be responsible for printing

and distribution of the door hangers (drafted by CITY) no later than 48 hours in advance of smoke testing. Smoke testing mailers for the entire project area will be developed and distributed by the CITY two (2) weeks prior to commencement of smoke testing. DP shall provide daily notification of smoke testing to the City specified dispatcher, City police and fire departments and all other required personnel as specified by the CITY. If an unexpected weather event delays smoke testing after mailers/door hangers are distributed, DP shall redistribute door hangers accordingly.

## 2. Smoke Testing Performance

DP shall perform smoke testing on up to 9,000 linear feet of sewer pipe on pipe segments 8” up to 30” within the project area to identify defects in the public sewer system and private I/I defects without trespassing private property. DP shall develop field maps using systems maps provided by CITY. Smoke testing shall be executed in accordance with Smoke Testing Protocol listed in Task 301. Suspect inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether the source exists. Confirmation of repair solutions must be reviewed and confirmed during design. Payment for smoke testing shall be based on the approximate linear feet of pipe on a per foot basis as listed in Attachment D.

### **Task 303 Dyed Water Testing**

Dyed water testing of suspected inflow sources identified by smoke testing shall be performed at up to 10 locations to verify their direct connection to the combined sewer system. DP shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with Dyed Water Testing Protocol listed in Task 301. Suspect inflow sources will not be allowed to be submitted on inspection forms or in the database(s). All potential inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether the source exists. Confirmation of repair solutions must be reviewed and confirmed during preliminary design. These potential inflow sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, interior roof drains and other public or private infrastructure. Photographic records shall be made of each confirmed source identified during dyed water testing. All dyed-water tests shall be recorded on CITY field forms. Payment for each dyed water test shall be on a unit price basis for each test as listed in Attachment D. If CCTV is required in conjunction with dyed water testing payment for CCTV shall be on an hourly rate basis as listed in Attachment D.

### **Deliverables**

- Summarize inflow sources identified from smoke and dyed water testing conducted by the DP. A running summary, including a map, of identified inflow sources during the project shall be documented and reviewed at progress meetings.

### **Task 304 Topographic Survey**

1. Conduct topographic survey to serve as the basis for preliminary and final design. Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the project area. The survey will be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.
  - a. Horizontal and Vertical Control - The horizontal control coordinates will be

indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.

- b. Detailed Topographic Survey - Perform a detailed topographic survey within limits agreed on with the CITY, along easements where existing combined sewers are located, within existing public right-of-way and street corridors from a minimum of right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required. The survey may extend beyond City right of way up to 10 feet or up to the first obstruction (fence, wall, debris, etc.) The topographic survey will include the location of combined sewers, storm sewers, sanitary sewers, waterlines, and stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Surveys shall only extend 50 feet past the most upstream inlet on combined sewers since it is likely that any sewers above the first inlet will remain in service as sanitary sewers. Surveys of existing sanitary sewer lines outside of the street rights-of-way are not required since it is likely that these will remain in service as sanitary sewers. Manholes shall be named as shown in the CITY's GIS.
  - c. Prepare Base Map - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc.
  - d. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.
  - e. Locate Geotechnical Borings - Survey will provide field locations of all soil borings performed during geotechnical investigations.
  - f. Cross sections of stream at Blue Valley park every 100 feet for 500 linear feet. Take pictures of existing stream banks at each cross section.
2. Additionally, conduct windshield survey to identify low spots or sump locations within the project area identified using the CITY LiDAR data by DP during a desktop review. DP will utilize GIS for this evaluation. DP shall take pictures showing ponding or sump locations to serve as the basis for conceptual and preliminary design.

### **Task 305 Geotechnical Investigation**

Conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain up to five (5) soil borings at an approximate anticipated average depth of twenty (20) feet located at critical locations. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY.

The geotechnical investigations will include the following services:

1. Perform Field Work and Testing - Perform all 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. Collect three to four samples from each boring and retain for future reference.
2. Geotechnical Report - A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying each 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 pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.
3. Public Works and Parks Department permit fees shall be obtained prior to drilling and cost shall be included in this task.

### **Deliverables**

- Submit an electronic copy of initial geotechnical report to CITY for review and comments. Revise the report to address review comments and include the final report as an appendix to the Basis of Design Memorandum.

### **Task 306 Utility Coordination**

DP shall provide for the communication with all 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 complete the following tasks in addition to the Four Step Utility Notification process:

1. Identify all 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 5 potholes to probe critical utility crossings. Additional potholes shall be OPTIONAL SERVICES.

### **Deliverables**



- 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 Basis of Design and Preliminary Design deliverable.

### **TASK SERIES 400 - BASIS OF DESIGN**

DP shall coordinate with CITY staff to identify and develop up to three design alternatives that meet project objectives of separation and rehabilitation of combined sewers with consideration to integrating green infrastructure. Each design alternative shall include opinion of probable construction cost along with a cost benefit analysis.

The existing combined sewer shall be evaluated for rehabilitation by a prioritization methodology. The methodology will be defined in the Task 106 work plan and presented for review and concurrence by the City. In addition, the level of service of the existing combined sewer shall be evaluated for using the existing infrastructure for stormwater or sanitary sewer conveyance.

Review opportunity for stormwater management through retention using Green Infrastructure techniques with a goal of reducing the sewer separation required for eliminating overflows at the Outfall 054. Parameters for the evaluation are described in Task 402.

#### **Task 401 Design Alternatives Workshop**

DP shall prepare for and conduct up to a 2-hour design workshop with the CITY to present findings from field investigation and design alternatives to manage sanitary and stormwater flows through sewer separation, sewer rehabilitation and green stormwater infrastructure alternatives.

#### **Task 402 Design Consideration Evaluation**

DP shall at a minimum perform the following analysis for the development of design alternatives:

1. Use a prioritization method to identify infrastructure that must be rehabilitated. The goal of rehabilitation will be to extend existing infrastructures' service life to match newly constructed infrastructure. This prioritization method will consider structural condition per CCTV data, level of service, O&M requirements, and opportunity to mitigate infiltration. The City's guidance document 'Risk Based Prioritization and Rehabilitation Recommendations' dated December 2015 will serve as a basis for understanding the magnitude of I/I contribution from each defect observed in from inspection data.

Provide preliminary rehabilitation recommendations for existing sewers above the first inlet and combined sewers / manholes that will become separate storm or sanitary sewers.

Provide recommendations to:

- a. Identify service laterals that should be disconnected throughout the tributary area and then connected to new sewer mains.
- b. Identify pipes that should be rehabilitated because of critical structural defects observed from CCTV data.
- c. Identify pipes that should be rehabilitated, replaced or protected because of a potential for damage during construction.
- d. Consider at a minimum service laterals, inlet connections and pipes that require

rehabilitation.

1. DP shall use the hydraulic model provided by the CITY to verify performance of the alternatives. The hydraulic model provided by the CITY is assumed to be in InfoWorks ICM, inclusive of the combined sanitary sewer and stormwater system, calibrated and contain the design storm events for evaluation. DP will review the existing model within the study area and update, as necessary, based on available field and flow data (historical or collected as part of this project). Each alternative, up to three (3), will be modeled, evaluated and modified to meet level of service criteria. The alternatives will be modeled using InfoWorks ICM, which includes the capabilities for dynamic modeling of all systems. Alternatives modeled in InfoWorks ICM include separation of the system into sanitary sewer and stormwater. The existing calibrated model of the combined system is assumed to contain the parameters associated with sewer flows and stormwater flows so they can be divided into the separate systems; however, some assumptions will be required to divide the flows.
2. DP shall summarize stream condition at the outlet near Blue Valley Park through field investigation and desktop analysis. DP shall evaluate adverse impacts on stream stability by comparing current discharge (no improvements) to proposed discharge for each of the design events.
3. DP shall evaluate Green Infrastructure that will capture and store between 0.5 inch to 1.5 inches of runoff from the tributary impervious area and its impacts in reducing sewer separation needs to eliminate overflows at the Outfall 054. This Green Infrastructure evaluation shall include the following:

Prepare for and conduct a pre-screening review meeting with CITY staff. The purpose of the pre-screening review meeting will be to develop and refine a list of Green Infrastructure alternatives considered as potentially feasible for the project area along with potential limitations, challenges and benefits of their implementation. CITY shall provide DP with potential project area multi-benefit opportunities for consideration during this review. DP shall utilize the City of Kansas City Missouri's Green Stormwater Infrastructure manual (latest version) to develop alternatives.

Prepare concept level drawings and cost/benefit analysis for alternatives that provides at a minimum 0.5 inch capture volume and up to 1.5 inch capture volume. Identify institutional and regulatory barriers of the proposed concept solutions as well as possible resolutions. Prepare for and conduct a screening meeting to discuss the Green Infrastructure concept evaluation and sizing. It is anticipated that the proposed concept will undergo up to three (3) revisions based on CITY and stakeholder feedback. Provide a concept design rendering for the recommended Green Infrastructure concept. Additional Green Infrastructure alternatives meetings would be authorized through Optional Services.

### **Task 403     Public Involvement and Outreach**

DP shall assist CITY in conducting one (1) public meeting for all property owners within the project area and up to four (4) stakeholder meetings. The meeting shall be conducted after selection

of the design alternative. DP shall assist CITY in preparing maps, presentation content, review outreach materials, as needed and requested by the CITY.

As part of the cost benefit analysis, DP will conduct one stakeholder meeting with stakeholders identified by KC Water. The meeting will be to develop the cost-benefit scoring framework including the scoring categories, scoring criteria, and weighting factors for each category. DP will present the final scoring framework to stakeholders for final acceptance and feedback. DP will make one round of revisions to the cost-benefit framework.

#### **Task 404 Integrated Public Infrastructure Evaluation**

DP shall evaluate opportunities provided by CITY to integrate other public improvements into the project extents for a holistic project approach beyond project coordination that includes socio, economic and environmental benefit. Cost estimates for such improvements shall be tracked separate from specific project improvements. CITY shall provide DP with the following:

- KC Water projects planned for the construction period, including but not limited to water main.
- Public Works projects planned for the construction period, including but not limited to roadway, curb & gutter, sidewalk improvements.
- Summary of potential project area multi-benefit opportunities.
- Any department specific requirements based on the selected alternative (KC Water, KC Public Works, KC Parks)

DP shall include recommended public infrastructure opportunities in the Basis of Design Memorandum. Department specific requirements will be provided by City to DP during Preliminary Design for incorporation into the deliverable.

#### **Task 405 Basis of Design Memorandum**

Upon completion of the design workshop and within 14 days DP shall submit a Basis of Design Memorandum (BDM) describing the evaluated alternatives. At a minimum, the BDM shall include the following: executive summary, introduction and discussion of how the project meets the performance criteria of the CITY's Overflow Control Plan (OCP) and Federal Consent Decree, site description, description of the alternatives considered to meet the OCP requirements and Federal Consent Decree and other CITY criteria, advantages/disadvantages/risks assessment summary table, conceptual improvement schematics for each alternative, existing sewer system analysis, rehabilitation recommendations for each alternative, Green Infrastructure evaluation, Envision™ evaluation, and opinion of probable construction costs for each alternative. The opinion of probable construction cost shall be a Class 4 estimate consistent with ACE standards.

DP shall conduct a meeting with the CITY to review CITY's review comments, proposed design alternative, recommendations for advancement to Preliminary Design and formal approval to advance to Final Design. DP shall provide final Basis of Design Memorandum with comments incorporated with the 30% Design submittal before advancing to Final Design. Additional input from the CITY and any changes noted through final design having an impact on cost/schedule of the project or implementation strategy shall be documented in the Appendices of the BDM.

## **Deliverables**

Electronic copy of Basis of Design Memorandum

## **TASK SERIES 500 - PRELIMINARY DESIGN**

### **Task 501 Preliminary Design Drawings (30%)**

Prepare preliminary design drawings (plan and profile) using template provided by the CITY for the approved design alternative identifying the proposed locations of the new sanitary and storm sewer pipes and manholes, recommended rehabilitation of the existing pipes, Green Infrastructure and abandonment of existing pipes and structures. The drawings will note areas where relocation of utilities and watermains may be required, and disconnection/removal of private inflow sources tributary to service laterals, that were encountered during field investigation of the public sewer system, as directed by CITY. The drawings shall have sufficient detail to show the proposed separation plan but are not required to be a coordinated set of construction drawings. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. Fee estimate is based on the following assumptions of content within 30% design drawings:

1. Cover Page and Table of Contents
2. Site Layouts showing utilities and the existing and new sewers (Assume 25 Sheets). Layouts will identify areas where utility relocation may be required. Layouts will identify areas requiring disconnection / removal of private inflow sources tributary to the sewers.
3. Site Layouts identifying the location for Green Infrastructure (Assume 6 Sheets)
4. Preliminary Detail Sheets (Assume 5 detail sheets)

Should the number of sheets extend beyond the assumed level of effort, additional fee shall be authorized from Optional Services.

DP will prepare a preliminary opinion of probable cost based on **(detail documents/decisions that will be used for basis of cost)**. This estimate will be a Class 3 estimate consistent with AACE standards; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 percent. (select Class and accuracy ranges from table below based on level of detailed documents costs will be based on).

## **Deliverables**

- Electronic copy of 30% Design drawings

### **Task 502 Preliminary Design Report**

Prepare a report to include evaluation of approved design alternative in Task Series 400, additional findings from field investigation, property acquisition & easement requirements, constructability issues, risks review, utility coordination, potential public improvements, Envision<sup>TM</sup>, permitting requirements, and a preliminary opinion of probable construction cost for the project.

Within 21 days after submitting the BDM Update and Preliminary Design drawings, DP will conduct a meeting with CITY staff to review the report and preliminary design drawings. CITY will provide review comments to DP within 21 days of receipt of the deliverables.

### **Deliverables**

- Electronic copy of the Preliminary Design Report

### **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 \$\_\_\_\_\_ 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. Optional Services will include, but not limited to:

- A. Project Management and Administration services beyond those associated with completion of Task Series 200-500.
- B. Additional project sites, sewer lines, and/or manholes beyond the quantification in the Base Scope of Services.
- H. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- I. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- J. Assisting CITY with appraisal and/or acquisition of easements.
- K. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - 1. Changes in size or complexity;
  - 2. CITY's project schedule, design, or character of construction;
  - 3. Method of financing or availability of funding;

### **V. CITY'S RESPONSIBILITIES**

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other

data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.

- B. CITY's Project Manager will coordinate meetings between CITY staff and the DP.
- C. Provide 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 request to [water.gis@kcmo.org](mailto:water.gis@kcmo.org)
- D. System Characterized GIS and Manhole Inspection data shall be delivered to DP within 14 days following NTP
- E. CCTV data shall be delivered to DP within 30 calendar days following NTP

(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 and .
  - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
  - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

#### **D. Electronic File Requirements – Closeout**

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

#### **E. Project Management Communications - Construction**

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are



required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense

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

**ATTACHMENT C**

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

CDM Smith

	TOTAL	Principal	Sr. Technical Specialist	Technical Specialist	Project Manager	Engineer 7-8	Engineer 5-6	Engineer 3-4	Engineer 3-4	Junior Engineer	GIS	CADD	Admin	Project Controls	Total Labor Hours	Labor Total	Expenses	CDM Smith Total
<b>TASK SERIES TOTAL</b>	<b>\$ 467,000</b>	\$ 249	\$ 286	\$ 146	\$ 167	\$ 167	\$ 158	\$ 116	\$ 91	\$ 91	\$ 103	\$ 137	\$ 103	\$ 106				
<b>TASK SERIES 100 - Project Management and Administration</b>	<b>\$ 78,038</b>																	
Task 101 Project Management Services	\$ 38,200	14	24		80	12	12	24						14	180	\$ 31,890	\$ 512	\$ 32,402
Task 102 Monthly Invoicing and Project Status Reports	\$ 6,584				14			7					14	12	47	\$ 5,873		\$ 5,873
Task 103 Subconsultant Agreements and Administration	\$ 7,101				32			8					8		48	\$ 7,101		\$ 7,101
Task 104 Project Kickoff Meeting	\$ 8,539				24	4		24		8					60	\$ 8,184		\$ 8,184
Task 105 Work Plan	\$ 8,528	2			12	4		32							50	\$ 6,870		\$ 6,870
Task 106 Monthly Progress Meetings	\$ 9,087				28	7		28							63	\$ 9,087		\$ 9,087
<b>TASK SERIES 200 - Envision Sustainability</b>	<b>\$ 9,498</b>																	
Task 201 Envision Credits	\$ 2,258			2	2										4	\$ 626		\$ 626
Task 202 Envision Credits (Project Kickoff Meeting)	\$ 1,108			2											2	\$ 292		\$ 292
Task 203 Envision Reporting	\$ 6,132			6											6	\$ 876		\$ 876
<b>TASK SERIES 300 - Field Investigation and Data Review</b>	<b>\$ 140,031</b>																	
Task 301 Review Existing Reports, GIS and Field Data	\$ 8,911					16		25							41	\$ 5,563		\$ 5,563
Task 302 Smoke Testing	\$ 10,337					2		16							18	\$ 2,183		\$ 2,183
Task 303 Dyed Water Testing	\$ 15,391					2		16							18	\$ 2,183		\$ 2,183
Task 304 Topographic Survey	\$ 69,548							12		12		8			32	\$ 3,575		\$ 3,575
Task 305 Geotechnical Investigation	\$ 25,298			8											8	\$ 1,167		\$ 1,167
Task 305 Utility Coordination	\$ 10,547					4		8							12	\$ 1,593		\$ 1,593
<b>TASK SERIES 400 - Basis of Design</b>	<b>\$ 161,921</b>																	
Task 401 Design Alternatives Evaluation and Workshop	\$ 9,915				8	8	4	24							44	\$ 6,080		\$ 6,080
Task 402 Design Consideration	\$ 106,573				20	128	52	216	172		24				612	\$ 76,085	\$ 1,600	\$ 77,685
Task 403 Public Involvement and Outreach	\$ 17,739				32			48			10				90	\$ 11,929		\$ 11,929
Task 404 Integrated Public Infrastructure Evaluation	\$ 12,046					8	4								12	\$ 1,970		\$ 1,970
Task 405 Basis of Design Memorandum	\$ 15,648			36	8			60							104	\$ 13,522		\$ 13,522
<b>TASK SERIES 500 - Preliminary Design</b>	<b>\$ 77,512</b>																	
Task 501 Preliminary Design Drawings	\$ 60,233		4			30		96				280			410	\$ 55,553	\$ 1,000	\$ 56,553
Task 502 Preliminary Design Report	\$ 17,279		2	12	8	40		60							122	\$ 17,279		\$ 17,279
<b>TOTAL</b>	<b>\$ 467,000</b>	<b>16</b>	<b>30</b>	<b>66</b>	<b>268</b>	<b>265</b>	<b>72</b>	<b>704</b>	<b>172</b>	<b>20</b>	<b>34</b>	<b>288</b>	<b>22</b>	<b>26</b>	<b>1983</b>	<b>\$ 269,481</b>	<b>\$ 3,112</b>	<b>\$ 272,593</b>
<b>OPTIONAL SERVICES</b>																		
Optional Services	\$ 23,000		2	12	40	24		60							138	\$ 19,955	\$ 103	\$ 20,057
<b>TOTAL WITH OPTIONAL SERVICES</b>	<b>\$ 490,000</b>	<b>16</b>	<b>32</b>	<b>78</b>	<b>308</b>	<b>289</b>	<b>72</b>	<b>764</b>	<b>172</b>	<b>20</b>	<b>34</b>	<b>288</b>	<b>22</b>	<b>26</b>	<b>2121</b>	<b>\$ 289,435</b>	<b>\$ 3,215</b>	<b>\$ 292,650</b>



Hg Consult								TSI									
P1	PM1	E2	E1	Total Labor H	Labor Total	Expenses	Hg Total	Principal	Grp Mngr	Eng 2	Eng 4	Eng Tech	Clerical	Total Labor Hours	Total Labor	Expenses/Equipment	Tsi Total
\$ 242	\$ 180	\$ 159	\$ 134					\$ 198	\$ 202	\$ 158	\$ 116	\$ 88	\$ 46				
3	19	3		25	\$ 4,623	\$ 400	\$ 5,023										
					\$ -		\$ -										
					\$ -		\$ -										
					\$ -		\$ -										
					\$ -		\$ -										
					\$ -		\$ -										
					\$ -		\$ -										
	2	8		10	\$ 1,632		\$ 1,632										
	1	4		5	\$ 816		\$ 816										
	8	24		32	\$ 5,256		\$ 5,256										
					\$ -		\$ -										
					\$ -		\$ -										
	8	12		20	\$ 3,348		\$ 3,348										
					\$ -		\$ -										
					\$ -		\$ -										
					\$ -		\$ -	1	4	6	20	50	4	85	\$ 8,856	\$ 15,275	\$ 24,131
	5	22	34	61	\$ 8,954		\$ 8,954										
					\$ -		\$ -										
					\$ -		\$ -										
	4	4		8	\$ 1,356		\$ 1,356										
	12	48		60	\$ 9,792		\$ 9,792										
	8	8		16	\$ 2,712		\$ 2,712										
	5	24	40	69	\$ 10,076		\$ 10,076										
					\$ -		\$ -										
					\$ -		\$ -										
					\$ -		\$ -										
4	8	8		20	\$ 3,680		\$ 3,680										
					\$ -		\$ -										
7	80	165	74	326	\$ 52,245	\$ 400	\$ 52,645	1	4	6	20	50	4	85	170	\$ 15,275	\$ 24,131
					\$ -		\$ -										
					\$ -		\$ -			6	8	8	\$ 8		\$ 2,943	\$ -	\$ 2,943
7	80	165	74	326	\$ 52,245	\$ 400	\$ 52,645	1	4	12	28	58	12	85	\$ 3,113	\$ 15,275	\$ 27,073

CDM SMITH

SCHEDULE OF POSITION CLASSIFICATIONS

RAW BILLING RATE SCHEDULE

(Rates are for the period from January 1, 2020 through December 31, 2020)

<u>LABOR CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER 1-2	\$21 to \$49
ENGINEER 3-4	\$35 to \$63
ENGINEER 5-6	\$45 to \$75
ENGINEER 7-8	\$51 to \$84
PROJECT MANAGER (PM)	\$60 to \$96
SENIOR PROJECT MANAGER (SPM)	\$63 to \$101
CLIENT SERVICE LEADER (CSL)	\$70 to \$111
QUALITY CONTROL MANAGER	\$65 to \$103
PRINCIPAL IN CHARGE (PIC)	\$70 to \$110
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$17 to \$34
DRAFTER 3-4	\$23 to \$42
DRAFTER 5-6	\$28 to \$48
DRAFTER 7-8	\$34 to \$54
<u>PROFESSION ADIMINSTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$18 to \$47
PROJECT ADMINISTRATOR	\$20 to \$50
CONTRACT ADMINISTRATOR	\$23 to \$54

# **ATTACHMENT D**

## **UNIT COSTS**

**Attachment D**  
**Unit Costs**

<b>Work Item</b>	<b>Unit</b>	<b>Rate</b>
Smoke Testing	LF	\$ 0.65
Private Source Dyed Water Testing	EA	\$ 300.00
Public Source Dyed Water Testing	EA	\$ 450.00



## ATTACHMENT E

### 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 F**

## **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



- b. Name of M/WBE Firm Trekk Design Group, LLC  
 Address 1411 East 104th Street  
 Telephone No. T1411 East 104th Street  
 I.R.S. No. 43-1953275
  
- c. Name of M/WBE Firm Hg Consult, Inc.  
 Address 9111 NE 79th Street  
 Telephone No. (816) 912-4720  
 I.R.S. No. 27-1675196
  
- d. Name of M/WBE Firm TSi Geotechnical, Inc.  
 Address T8248 NW 101 Terrace, Kansas City, MO 64153  
 Telephone No. (816) 599-7965  
 I.R.S. No. 43-1535463
  
- 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
<u>Hg Consult, Inc.</u>	_____	<u>\$49,000</u>	_____	<u>10%</u>
<u>TSi Geotechnical , Inc.</u>	_____	<u>\$24,500</u>	_____	<u>5%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____


**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Vireo		\$24,500		5%
Trekk Design Group, LLC		\$24,500		5%

**TOTAL WBE \$ / TOTAL WBE %:** \$ \_\_\_\_\_ %

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

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

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

contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

- 6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
- 7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
- 8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
- 9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Jessica Veach  
 Address: 9200 Ward Pkwy, Suite 320  
Kansas City, MO 64114  
 Phone Number: (816) 412-3139  
 Facsimile number: \_\_\_\_\_  
 E-mail Address: veachji@cdmsmith.com

By: [Signature]  
 Title: Client Service Leader  
 Date: 5/29/20  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 29<sup>th</sup> day of May, 2020

My Commission Expires: 10/24/23 [Signature]  
 Notary Public

**ANDREA BUCKLEY**  
 Notary Public-State of Kansas  
 My Appt Expires 10/24/23







# LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 81000917/1573

Project Title: Sewer Separation: Outfall 054

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

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

Utility coordination, civil design, Envision support.

for an estimated amount of \$ \_\_\_\_\_ or 10 % of the total estimated contract value.

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



Signature: Prime Contractor

Jessica Veach

Print Name

Client Service Leader May 29, 2020

Title Date



Signature: M/W/DBE Subcontractor

Stephen Wells, AICP

Print Name

Vice President 5/29/2020

Title Date



**TIMETABLE FOR MBE/WBE UTILIZATION**

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

I, Jessica Veach, acting in my capacity as Client Service Leader  
*(Name)* *(Position with Firm)*  
of CDM Smith Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**

*(Check one only)*

15 days                       75 days                       135 days   
30 days                       90 days                       150 days   
45 days                       105 days                       165 days   
60 days                       120 days                       180 days   
Other  220 Days (Specify)

Throughout  Beginning 1/3   
Middle 1/3  Final 1/3   
Beginning 1/3 30% %                      Middle 1/3 40 %                      Final 1/3 30% %

**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)

\_\_\_\_\_  
Client Service Leader  
(Position with Firm)

\_\_\_\_\_  
May 29, 2020  
(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:** Sewer Separation: Outfall 054 \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

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

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

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

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

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

**TO**

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

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

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

- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- \_\_\_ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- \_\_\_ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

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

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

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



# CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number: 81000917/1573

Project Title: Sewer Separation: Outfall 054

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number: 81000917/1573

Project Title: Sewer Separation: Outfall 054

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 G

### 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 11 day of May, 2020, before me appeared CHRISTOPHER L. BURNS, 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 CLIENT SERVICE LEADER (title) of CDM SMITH (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.

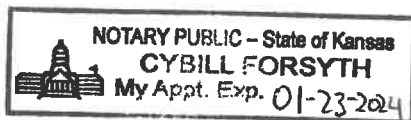
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

  
Affiant's signature

Subscribed and sworn to before me this 11 day of May, 2020.

  
Notary Public

My Commission expires: 01/23/2024



**ATTACHMENT H**

**Truth-In-Negotiation Certificate**

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

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

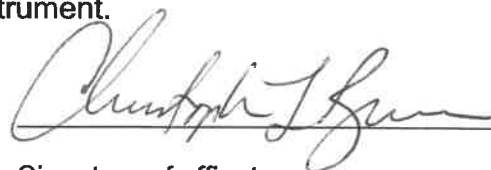
STATE OF MISSOURI    )

) ss.

COUNTY OF JACKSON    )

I, CHRISTOPHER L. BURNS, having full authority to act on behalf of COM SMITH, 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 SEWER SEPARATION: OUTFALL 054, PROJECT NO. 81000917  
CONTRACT NO. 1573
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.



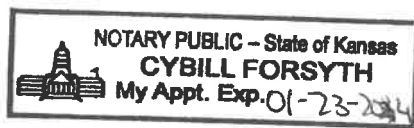
Signature of affiant

On this 11 day of May, 2020 before me, Cybill Forsyth, a Notary Public in and for said state, personally appeared ( ), 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.

Cybill Forsyth

Notary Public

My commission expires: 01/23/2024



**Attachment I**

**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

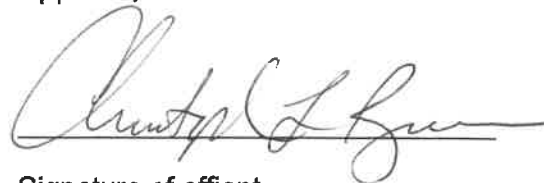
STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

I, CHRISTOPHER L. BURNS, having full authority to act on behalf of CDM SMITH, 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 11 day of May, 2020 before me, Cybill Forsyth, a Notary Public in and for said state, personally appeared ( ), 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: 01/23/2024



# ATTACHMENT J

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Patti Banks LLC dba Vireo</u> Email: <u>Scott Schulte: scott@bevireo.com</u>	Address: <u>929 Walnut Street, Suite 770</u> <u>Kansas City, MO 64106</u> Phone: <u>(816)756-5690</u> Fax: _____
2.	Name: <u>Trekk Design Group</u> Email: <u>Lucas Gillen: lgillen@trekkdesigngroup.com</u>	Address: <u>1411 East 104th Street</u> <u>Kansas City, MO 64131</u> Phone: <u>(816)874-4655</u> Fax: _____
3.	Name: <u>Hg Consult</u> Email: <u>Mike Alexander: malexander@hgcons.com</u>	Address: <u>9111 NE 79th Street</u> <u>Kansas City, MO 64158</u> Phone: <u>(816)912-4720</u> Fax: _____
4.	Name: <u>TSi Geotechnical</u> Email: <u>Jennifer Lederman: lederman@tsigeotech.com</u>	Address: <u>8248 NW 101 Terrace #5</u> <u>Kansas City, MO 64153</u> Phone: <u>(816)599-7965</u> 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: CDM Smith Inc.  
 Submitted By: Jessica Veach  
 Title: Client Service Leader  
 Telephone No.: (816)412-3139  
 Fax No.: \_\_\_\_\_  
 E-mail: veachjl@cdmsmith.com  
 Date: June 23, 2020

**ATTACHMENT K**

**NON-CONSTRUCTION APPLICATION FOR PAYMENT**

ATTACHMENT K



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**Project Number** 81000917  
**Contract Number** 1573  
**Project Title** Sewer Separation: Outfall 054

Application Number: \_\_\_\_\_ Final Payment   
 Ordinance Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 City PO Number: \_\_\_\_\_ Ordinance Date: \_\_\_\_\_

**Design Professional/Contractor:**

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

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unauthorized 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
<b>PAYMENT DUE CONTRACTOR (7-8)</b>	[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: \_\_\_\_\_



**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 1**  
**CONTRACT NO. 1573      PROJECT NO. 81000917**  
**PROJECT TITLE – SEWER SEPARATION: OUTFALL 054**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on August 26, 2020, as follows:

WHEREAS, City has previously entered into a contract dated August 26, 2020, in the amount of \$ 490,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$306,756.00, to amend the total contract amount to \$796,756.00; 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):

- Attachment A1 Final Design and Bid Phase Services, attached herein, to the existing Attachment A – Scope of Services.
- Attachment C1 Final Design Fee Summary and Schedule of Position Classification, attached herein, to the existing Attachment C – Engineering Fee Summary and Schedule of Position Classifications.

B. Delete and replace the following section(s):

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$796,756.00 as follows:

1. \$454,891.00 for 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 a Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C** and **C1**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.

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 \$318,865.00. 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 \$23,000.00 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** and **C1**. 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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provision of this Agreement.

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

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


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

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

**DESIGN PROFESSIONAL**

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

Date: May 11, 2021

By:  Digitally signed by Jessica Veach  
DN: cn=US, E=jveach@cdm.com,  
c=US, o=CDM Smith, OU=Jessica Veach  
Date: 2021.05.11 11:54:14 -0500

Title: Client Service Leader

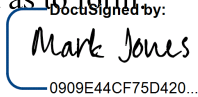
**KANSAS CITY, MISSOURI**

Date: 5/18/2021

By:  DocuSigned by:  
D Matt Bond  
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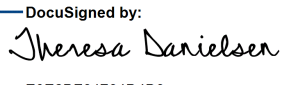
Jeff Martin for  
Name: D. Matt Bond, P.E.  
Title: Deputy Director  
Water Services Department

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.

 6/16/2021  
DocuSigned by:  
Theresa Danielson  
E9E2DF64764D4B6...  
\_\_\_\_\_  
Director of Finance (Date)

**ATTACHMENT A1**  
**SCOPE OF SERVICES**  
**FINAL DESIGN AND BID PHASE SERVICES**

Design Professional: CDM Smith  
Owner: City of Kansas City, Missouri  
Project: Sewer Separation: Outfall 054  
Contract No: 1573  
Project No: 81000917

**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 to facilitate the separation of combined sewers, rehabilitation of existing sewers and integration of green infrastructure facilities upstream of Outfall 054 within the Lower Blue River Basin, in Kansas City, Missouri.

- A. The Project. CITY of Kansas City (CITY), Missouri intends to separate the combined sewers that are tributary to combined sewer outfall 054. As such, CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to 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 and its subconsultants and subcontractors.
- C. Background Information. CITY is undertaking the Project as mandated by the Federal Consent Decree to prepare design documents for separation of approximately 35 acres of the combined system and elimination of typical year overflows at the selected combined sewer outfall. The project is generally located south of East 18th Street and between Oakley Avenue and Fremont Avenue in Kansas City, Missouri.
- D. Follow-On Phases. At the discretion of CITY, the DESIGN PROFESSIONAL may be requested to provide construction phase services.
- E. General Description of Activities. This Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
  - 1. Performance of professional engineering services necessary to develop final design for the separation of combined sewers and rehabilitation of existing sewers. The final design shall expand upon the previously completed preliminary design plan. Requested services include

preparation of construction bid documents and preparation of opinions of probable construction cost.

2. Performance of professional landscape architectural services necessary to develop final design for green infrastructure facilities. The final design shall expand upon the previously completed Basis of Design and Preliminary Design. Requested services include preparation of construction bid documents and preparation of opinion of probable construction cost.

F. Listing of Tasks/Task Series. This Scope of Services is organized under the following task series:

1. Task Series 110 – Project Management and Administration
2. Task Series 210 – Final Design Envision Sustainability
3. Task Series 310 – Supplemental Field Investigation, Utility Coordination and Easement/Property Acquisition
4. Task Series 600 – Public Outreach
5. Task Series 700 – 60% Design
6. Task Series 800 – 90% Design
7. Task Series 900 – Final Design
8. Task Series 1000 Water main Replacement Design
9. Task Series 1100 – Bid Phase Services

G. 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. The DESIGN PROFESSIONAL agrees to provide the specific Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or written authorization of Optional Services by the CITY

H. Construction Cost Opinions. Opinions of probable construction costs developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material, or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work will be made based on experience and qualifications. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project costs will not vary from DESIGN PROFESSIONAL's opinion of probable construction costs. The cost opinions' level of accuracy will be as noted in subsequent paragraphs of this Scope of Services.

## **II PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS**

Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in this Scope of Services within the following calendar days:

All services through Task Series 1000 shall be completed within 180 days from Notice to Proceed (NTP). The project schedule will be extended by CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by CITY.

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

### **III SCOPE OF SERVICES**

The following Task Series describe the Basic Scope of Services to be provided by the DESIGN PROFESSIONAL:

#### **TASK SERIES 110 – 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 DESIGN PROFESSIONAL in completion of the Work. The following management activities will be provided by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL's quality control program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluation, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

#### **Task 111 – Project Management Services**

Provide project administration 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; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

#### **Task 112 – Monthly Invoicing and Project Status Reports**

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. Each invoice shall be broken down by each task. The monthly progress status reports shall document 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 project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Basic 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.

### **Task 113 – 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 114 – Progress Meetings**

Participate in up to six (6) monthly progress meetings (virtual) with CITY to provide updates on work progress, budget and schedule status, current issues, 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 CITY prior to each meeting and prepare/distribute meeting summary within five (5) calendar days.

## **TASK SERIES 210 – FINAL DESIGN ENVISION SUSTAINABILITY**

### **Task 211 – Envision Reporting**

The DESIGN PROFESSIONAL shall report on sustainable design methods applied during the final design using Envision™.

### **Task 212 – Tier 2 Envision Evaluation**

The DESIGN PROFESSIONAL shall conduct a Tier 2 Envision evaluation based on the Sustainability Playbook provided by the City. This evaluation includes the following:

- a. Project setup on ISI website
- b. Perform full credit assessment on ISI website based on 60% design drawings and coordination.
- c. Compile supporting summary documentation for credit assessment and link to credit assessment online.
- d. Update credit assessment and supporting documentation for the 90% and final design submittals.

### Deliverables

- Provide .pdf summary and online link to documentation of Envision scoring at 60%, 90%, and final design submittals



## TASK SERIES 310 – SUPPLEMENTAL FIELD INVESTIGATION, UTILITY COORDINATION AND EASEMENT/PROPERTY ACQUISITION

### **Task 311 – Supplemental Topographic & Boundary Survey**

To support the final design of sewer separation, sewer rehabilitation, and green infrastructure, DESIGN PROFESSIONAL shall provide up to two (2) additional days of field survey to capture underground utility locations, underground utility elevations, or other information supplemental to the bid documents.

### **Task 312 – Geotechnical and Subsurface Investigations**

DESIGN PROFESSIONAL shall complete street cores on each street where new stormwater conveyance elements and green infrastructure elements are being constructed. Up to six (6) street cores shall be performed.

DESIGN PROFESSIONAL shall develop a report that includes an analysis of existing pavement materials to determine likely bearing capacities and long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.

#### Deliverables

- Supplemental Geotechnical and Pavement Investigations Report

### **Task 313 – Utility Coordination**

DESIGN PROFESSIONAL shall coordinate with Utility Liaison Coordination Committee (ULCC) to identify and resolve conflicts with planned improvements. One representative from DESIGN PROFESSIONAL shall participate in up to three (3) ULCC monthly meetings facilitated by CITY to ensure conflicts are resolved. Design drawings shall be submitted to the committee a week prior to the meeting for review and comment. DESIGN PROFESSIONAL shall inform CITY of major and minor conflicts at monthly progress meetings and resolve conflicts effectively before Final Design and Bid Phase.

### **Task 314 – Property Acquisition and Easement Assistance**

To support the overall design elements of this Project it is anticipated up to sixteen (16) properties will require title searches and easement documents developed. DESIGN PROFESSIONAL shall prepare up to sixteen (16) easement documents and title searches.

### **Task 315 – Stake Storm Sewer Alignment for 60% Walk Through**

DESIGN PROFESSIONAL shall stake the 60% alignment for the sewer separation rehabilitation design. The design professional will coordinate with city staff to perform a site walk through. The site walk through will include review of all sewer rehabilitation and new storm sewer alignment.

## **TASK SERIES 600 – PUBLIC OUTREACH**

The purpose of Public Outreach is to not only get input and communicate details of the project with the community in which the project is being constructed, but also to communicate with all private utilities, public utilities, and other CITY Departments with infrastructure in the project area.

### **Task 601 – Public Meeting Assistance**

DESIGN PROFESSIONAL shall assist CITY in preparing for One (1) Public Meeting following 60% design deliverables by developing a detailed agenda for the meeting and providing facilitation support to implement it. Input from the public regarding basement backup, local ponding, construction impact, traffic control, parking, and any other challenges directly related to planned improvements shall be noted by the DESIGN PROFESSIONAL and incorporated into 90% design. Design professional shall provide electronic or print versions of perspective renderings (see Task 603 below).

### **Task 602 – Communication with Property Owners or Stakeholders**

Assist CITY with responding to inquiries from businesses, stakeholders and property owners throughout the duration of the project; document communications with property owners; and promptly provide copies of said documentation to CITY. Responses shall be via email, voice call, or video call, and will primarily provide information developed in other scope items. This includes a total of 56 instances of phone calls, email responses, or other forms of communication directly with CITY staff, property owners, or other persons. CITY shall respond to requests for information from public officials and the media.

### **Task 603 – Stakeholder Engagement Meetings**

DESIGN PROFESSIONAL shall assist CITY in preparing for up to eight (8) stakeholder engagement meetings total following 30% and/or 60% design levels; and one (1) stakeholder design workshop at 90% design. The DESIGN PROFESSIONAL will prepare agendas for the meetings and workshop. The DESIGN PROFESSIONAL will provide facilitation support to implement the meetings. It is anticipated there will be five (5) meetings specific to the Tu Bi Temple-Chua Tu Bi (religious temple), 6012 E. 17<sup>th</sup> Street (residential/vacant property), Trailwoods Elementary, and/or the Police Athletic League of Kansas, and up to three (3) additional one on one stakeholder meetings, in addition to the one (1) design workshop at 90% as noted above. Two representatives from the DESIGN PROFESSIONAL will attend each meeting.

### **Deliverables**

- Assist CITY in fielding responses to 311 calls and responses to project communication
- Assist CITY in identifying opportunities at project key milestones to meaningfully engage with community members and stakeholders
- Map of planned sewer separation with construction limits and update to project Fact Sheet

- Print and digital (.pdf and .jpg) copies of three (3) renderings consisting of one plan view and two perspective views to show planned green infrastructure improvements at each design phase listed below:
  - 60% complete
  - 90% complete
  - Final plan submittal.
- Meeting planning, participation and engagement

## TASK SERIES 700 – 60% DESIGN

### **Task 701 – 60% Design**

DESIGN PROFESSIONAL shall prepare 60% CADD design drawings. The format used for the drawings shall comply with City's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. Plan and profile of proposed storm sewer alignment, disconnection of existing storm connections, and rehabilitation recommendation of existing sewers shall be shown on the same drawing sheet for the respective streets. The level of detail in the drawing shall include locations of utility conflicts, parcel addresses, edge of pavement/curb, centerline, and proposed temporary/permanent easement boundaries.

Green infrastructure design shall be integrated within the new storm sewer layout with appropriate tie-in points and controls at each green infrastructure feature.

DESIGN PROFESSIONAL shall include vertical relocation of water mains and appurtenances that are in conflict with the proposed storm sewer within the project limits. The water mains to be relocated include seven (7) locations where the existing water mains (assumed to be 6"-10" mains) will cross proposed storm sewer. It is assumed that the water main relocation will consist of lowering the existing main under the proposed storm sewer, using existing size and type of pipe, and will require no more than 30 linear feet of main relocation with no change in horizontal alignment.

DESIGN PROFESSIONAL shall review and prepare draft Technical Specifications. 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. Any additional project specific Technical Specifications

Deliverables (Electronic)

- Review and reference relevant City's Technical Specifications. Provide Supplemental Technical Specification(s) recommendations to CITY
- One (1) PDF set of drawings and specifications for review
- 60% Opinion of Probable Construction Cost
- Draft Easement Documents

TASK SERIES 800 – 90% DESIGN

**Task 801 – 90% Design**

DESIGN PROFESSIONAL shall prepare 90% CADD drawings and Technical Specifications following City provided standards and details. City review comments and public input shall be incorporated in the 90% design level. DESIGN PROFESSIONAL shall develop recommended supplemental technical specification approved by CITY.

Deliverables (Electronic)

- Prepare Section 01015 Project Specific Requirements
- Provide Supplemental Technical Specification(s)
- One (1) PDF set of drawings and specifications for review
- 90% Opinion of Probable Construction Cost
- Draft operation and maintenance manual for green infrastructure
- Easement documents sealed by Licensed Surveyor

TASK SERIES 900 – FINAL DESIGN

**Task 901 – Final Design**

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including rehabilitation drawings, maps, schedules, and specifications. Final design documents shall include Water Main Replacement final design documents.

Prior to submittal of the signed and sealed Construction Contract Documents, the DESIGN PROFESSIONAL shall submit one (1) hard copy of the corrected final documents for review and acceptance by the CITY.

Submit the following final deliverables:

- Drawings, Maps, and Schedules: One (1) copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
- Electronic Contract Drawings: One (1) copy; Per **Attachment B** and AutoCAD (.dwg) files.
- Electronic Contract Specifications: One (1) copy; all copies – PDF and WORD.
- Final Opinion of Probable Cost.

- Final operation and maintenance manual for green infrastructure

#### TASK SERIES 1000 WATER MAIN REPLACEMENT DESIGN

DESIGN PROFESSIONAL shall prepare 60% and 90% design drawings to replace water mains and appurtenances that are in conflict with or in close proximity to the proposed storm sewer within the project limits. Final construction design drawings will be included with Task 1101 - Final Design. The water mains to be replaced include existing water mains (assumed to be 6"-10" mains) as indicated here:

- Replace 370 LF CIP water main with DIP along White Avenue from 16<sup>th</sup> Street to 16<sup>th</sup> Terrace
- Replace 355 LF CIP water main with DIP along Belmont Avenue from 16<sup>th</sup> Terrace to 17<sup>th</sup> Street.
- Replace 160 LF CIP water main with DIP along 17<sup>th</sup> Street near the intersection with Belmont Avenue.
- Replace 150 LF CIP water main with DIP along 16<sup>th</sup> Terrace near the intersection with White Avenue.

The Design Professional's Scope of Services for this Project includes preliminary field and record investigations, property surveys, preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the City's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

The specific design criteria for this Project shall include the following:

- Locate new water mains and appurtenances in the public right of way, avoiding acquisition of private easements and avoiding placing new mains under street pavement where existing mains are not under street pavement. If a private easement is necessary, the proposed alignment should cause the least disturbance to existing features and improvements.
- Provide sufficient valves to isolate mains into segments to maintain water service to adjacent customers to the maximum extent possible.
- Locate valves on all sides of proposed water main junctions.
- Perform QA/QC reviews prior to all plan submittals.

#### **Task 1001 – 60% Design**

DESIGN PROFESSIONAL shall submit 60% design plans for CITY review.

#### **Task 1002 – 90% Design**

DESIGN PROFESSIONAL shall submit 90% design plans for CITY review.

## TASK SERIES 1100 – BID PHASE SERVICES

### **Task 1101 – 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 1100 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 1102 – 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 1103 – 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.

## **IV OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an allowance amount 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 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 of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Project Management and Administration services beyond those associated with completion of Task Series 110 through 1100.
- B. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
- C. Resolution of problems with the existing Infoworks model supplied by the CITY
- D. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- E. Appearances at public hearings or before special boards.
- F. Assisting CITY with appraisal and/or acquisition of easements.
- G. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - a. Changes in size or complexity;
  - b. CITY's project schedule, design, or character of construction;
  - c. Method of financing or availability of funding;

## **V CITY'S RESPONSIBILITIES**

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV, manhole inspection, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Provide GIS data, including property lines, contours, water main, sewer records, and planimetrics for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.

**\*\*\*End of Scope\*\*\***

**ATTACHMENT C1**

**FINAL DESIGN FEE SUMMARY AND  
SCHEDULE OF POSITION  
CLASSIFICATIONS**



		CDM Smith													
		TOTAL	Project Manager	Engineer 7-8	Technical Specialist	Engineer 5-6	Engineer 3-4	CADD	Sr Tech Specialist	Project Controls	Admin	Total Labor Hours	Labor Total	Expenses	CDM Smith Total
			\$182	\$228	\$168	\$157	\$95	\$123	\$284	\$113	\$103				
Outfall 054 Add															
Task Series 110	PM and Admin	\$36,426.00													
Task 111	PM Services	\$6,717.00		20								20	\$4,560	\$200	\$4,760
Task 112	Monthly Invoice	\$8,918.00		18						12	12	42	\$6,696		\$6,696
Task 113	Sub Admin	\$5,288.00	4	20								24	\$5,288		\$5,288
Task 114	Progress Mtgs	\$15,503.00	12	12	12	12	12					60	\$9,960		\$9,960
Task Series 210	Envision	\$21,927.00													
Task 211	Reporting	\$9,047.00										0	\$0		\$0
Task 212	Tier 2 Eval	\$12,880.00										0	\$0		\$0
Task Series 310	Supp. Field Work	\$33,386.00													
Task 311	Supp. Survey	\$4,602.00										0	\$0		\$0
Task 312	Geotech Invest.	\$7,384.00				8						8	\$1,256		\$1,256
Task 313	Utility Coord	\$4,276.00		6		4	24					34	\$4,276		\$4,276
Task 314	Easements	\$15,228.00		4		4	8					16	\$2,300		\$2,300
Task 315	Field Staking	\$1,896.00										0	\$0		\$0
Task Series 600	Public Outreach	\$32,412.00													
Task 601	Public Mtg	\$7,392.00	8	6		4	8	8				34	\$5,196	\$400	\$5,596
Task 602	Property Owner Comm	\$7,612.00	8	8		4						20	\$3,908		\$3,908
Task 603	Stakeholder Mtgs	\$17,408.00	12	12		8	16	4				52	\$8,188	\$300	\$8,488
Task Series 700	60% Design	\$79,998.00													
Task 701	60% Design	\$79,998.00	16	24	20	54	80	280	16			490	\$66,806	\$50	\$66,856
Task Series 800	90% Design	\$41,886.00													
Task 801	90% Design	\$41,886.00	4	16	4	24	40	120	12			220	\$30,784	\$85	\$30,869
Task Series 900	Final Design	\$29,577.00													
Task 901	Final Design	\$29,577.00	4	8	4	16	32	120				184	\$23,536	\$100	\$23,636
Task Series 1000	Water Main Design	\$16,268.00													
Task 1001	Water 60% Design	\$9,556.00										0	\$0		\$0
Task 1002	Water 90% Design	\$6,712.00										0	\$0		\$0
Task Series 1100	Bid Phase Services	\$14,876.00													
Task 1101	Pre-Bid Conference	\$3,432.00	2	4			8	4				18	\$2,528	\$80	\$2,608
Task 1102	Bid Assistance	\$9,036.00	4	16			24	12				56	\$8,132	\$80	\$8,212
Task 1103	Bid Eval	\$2,408.00	2	2	1	4	4					13	\$1,996		\$1,996
TOTAL		\$306,756.00	76	176	41	142	256	548	28	12	12	1,291	\$ 185,410	\$ 1,295	\$ 186,705

Vireo									Trek							
Principal	PM	Assoc. IV	Assoc. II	Assoc. I	Total Labor Hours	Labor Total	Expenses	Vireo Total	PM	Survey Crew	OT	PLS	Total Labor Hours	Labor Total	Expenses	Trek Total
\$139	\$118	\$104	\$88	\$65					\$186	\$169	\$75	\$136				
					8	\$944		\$944								
					8	\$944		\$944								
					0	\$0		\$0								
					14											
					14	\$2,884	\$70	\$2,954								
					0	\$0		\$0								
					0	\$0		\$0								
					0	\$0		\$0	2	18		8	28	4,502	100	4,602
					0	\$0		\$0					0	0		0
					0	\$0		\$0					0	0		0
					0	\$0		\$0				48	48	6,528	6,400	12,928
					0	\$0		\$0		8		4	12	1,896		1,896
					4											
					8	\$1,696	\$100	\$1,796								
					24	\$3,704		\$3,704								
					40	\$8,820	\$100	\$8,920								
					2											
					40	\$12,454	\$175	\$12,629								
					2											
					32	\$8,838	\$175	\$9,013								
					2											
					16	\$5,190	\$75	\$5,265								
					0	\$0		\$0								
					0	\$0		\$0								
					4	\$824		\$824								
					4	\$824		\$824								
					2	\$412		\$412								
6	196	8	220	52	482	\$ 47,534	\$ 695	\$ 48,229	2	26	0	60	88	\$ 12,926	\$ 6,500	\$ 19,426

HG Consult								Tsi					
P1	PM1	E2	E2	Total Labor Hours	Labor Total	Expenses	HG Consult Total	Grp Mgr	Eng 4	Total Labor Hours	Labor Total	Expenses	TSi Total
\$265	\$187	\$163	\$134					\$202	\$116				
				5	\$ 1,013		\$ 1,013						
1	4			6	\$ 1,278		\$ 1,278						
2	4			0	\$ -		\$ -						
	6	9		15	\$ 2,589		\$ 2,589						
	17	36		53	\$ 9,047		\$ 9,047						
	14	62		76	\$ 12,724	\$ 156	\$ 12,880						
				0	\$ -		\$ -			0			
				0	\$ -		\$ -	4	20	24	\$3,128	\$3,000	\$6,128
				0	\$ -		\$ -			0			
				0	\$ -		\$ -			0			
				0	\$ -		\$ -			0			
				0	\$ -		\$ -						
				0	\$ -		\$ -						
				0	\$ -		\$ -						
	1	2		3	\$ 513		\$ 513						
	2	10		12	\$ 2,004		\$ 2,004						
	1	3		4	\$ 676		\$ 676						
	4	8	56	68	\$ 9,556		\$ 9,556						
	2	6	40	48	\$ 6,712		\$ 6,712						
					\$ -		\$ -						
					\$ -		\$ -						
				0	\$ -		\$ -						
				0	\$ -		\$ -						
				0	\$ -		\$ -						
3	55	136	96	290	\$ 46,112	\$ 156	\$ 46,268	4	20	24	\$ 3,128	\$ 3,000	\$ 6,128

**CDM SMITH**

**SCHEDULE OF POSITION CLASSIFICATIONS**

**RAW BILLING RATE SCHEDULE**

**(Rates are for the period from January 1, 2021 through December 31, 2021)**

<u>LABOR CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
ENGINEER 1-2	\$21 to \$49
ENGINEER 3-4	\$35 to \$63
ENGINEER 5-6	\$45 to \$75
ENGINEER 7-8	\$51 to \$84
PROJECT MANAGER (PM)	\$60 to \$96
SENIOR PROJECT MANAGER (SPM)	\$63 to \$101
CLIENT SERVICE LEADER (CSL)	\$70 to \$111
QUALITY CONTROL MANAGER	\$65 to \$103
PRINCIPAL IN CHARGE (PIC)	\$70 to \$110
<u>PROFESSIONAL SUPPORT SERVICES:</u>	
DRAFTER 1-2	\$17 to \$34
DRAFTER 3-4	\$23 to \$42
DRAFTER 5-6	\$28 to \$48
DRAFTER 7-8	\$34 to \$54
<u>PROFESSION ADIMINSTRATION:</u>	
ADMINISTRATIVE ASSISTANT	\$18 to \$47
PROJECT ADMINISTRATOR	\$20 to \$50
CONTRACT ADMINISTRATOR	\$23 to \$54

**DESIGN PROFESSIONAL SERVICES**

**AMENDMENT NO. 2**

**CONTRACT NO. 81000917      PROJECT NO. 1573**  
**PROJECT TITLE – SEWER SEPARATION: OUTFALL 054**

**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on August 26, 2020, as follows:

WHEREAS, City has previously entered into a contract dated August 26, 2020, in the amount of \$490,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$900,000.00, to amend the total contract amount to \$1,696,756.00; and

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

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

A. Add the following section(s):

a. 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. Add A2 Construction Phase Scope of Services, attached herein;

c. Add C2 Construction Phase Fee Summary and Schedule of Position of Classification, attached herein;

B. Delete and replace the following section(s):

a. Part I Special Terms and Conditions, Sec. 4. Compensation and Reimbursables, Paragraph A, Subparagraphs 1 through 5, and replace with the following Part I Special Terms and Conditions, Sec. 4. Compensation and Reimbursables, Paragraph A, Subparagraphs 1 through 5:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,696,756.00, as follows:

1. \$1,223,349.00 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, C1, and C2**. 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 \$396,045.99. 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 \$77,362.00 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, C1, and C2**. 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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

- 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.

**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

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

\_\_\_\_\_  
Director of Finance (Date)



**ATTACHMENT A2**

**CONSTRUCTION PHASE SCOPE OF SERVICES**

**DESIGN PROFESSIONAL:** CDM SMITH, INC.  
**OWNER:** CITY OF KANSAS CITY, MISSOURI  
WATER SERVICES DEPARTMENT  
**PROJECT:** SEWER SEPARATION: OUTFALL 054  
**WSD CONTRACT NO:** AMENDMENT NO. 2 TO CONTRACT NO. 1573  
**WSD PROJECT NO:** 81000917

**V. 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 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 separate the combined sewers that are tributary to outfall 054 by constructing new storm sewer, sanitary sewer, and green infrastructure facilities, and to rehabilitate existing sewers, related manholes and service laterals within the 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 and its subconsultants and subcontractors.
- C. 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 Sewer Separation: Outfall 054 project. Under this Amendment No. 2, the City is contracting with DESIGN PROFESSIONAL to provide supplemental Design Services and 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:

Pre-Construction Phase Services

- 1. Task Series 1150 - Additional Design Services

2. Construction Phase Services

1. Task Series 1200 – Project Management and Administration
2. Task Series 1300 – Public Involvement and Coordination
3. Task Series 1400 – Construction Phase Engineering Services
4. Task Series 1500 – Resident Project Representative Services
5. Task Series 1600 – 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. CONTRACTOR will provide a construction office for use by DESIGN PROFESSIONAL's Resident Project Representative (RPR) and DESIGN PROFESSIONAL's Assistant Resident Project Representatives (ARPRs).
4. 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 all safety procedures and precautions.
5. 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.
6. 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.

7. 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.

## **VI. 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 1150. DESIGN PROFESSIONAL shall complete this Task Series 1150 within 60 calendar days after authorization by CITY.
  2. Task Series 1200. DESIGN PROFESSIONAL shall complete this Task Series 1200 within 60 calendar days after completion of Task Series 1600.
  3. Task Series 1300. DESIGN PROFESSIONAL shall complete Task Series 1300 within 480 calendar days after authorization by CITY.
  4. Task Series 1400 and 1500. DESIGN PROFESSIONAL shall complete Task Series 1400 and 1500 within 480 calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.
  5. Task Series 1600. DESIGN PROFESSIONAL shall complete Task Series 1600 within 60 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.
  6. DESIGN PROFESSIONAL's completion schedule may be extended without amendment of this contract by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

## **VII. 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 1150 – ADDITIONAL DESIGN SERVICES**

The Design Professional shall perform the following tasks to complete bid ready documents:

Revise storm sewer and underground storage alignments in the area of the Police Athletic League pickleball courts to allow connection to the existing storm sewer manhole without removal of any portion of the concrete courts. Revise rehabilitation chart to reflect connections to existing manholes and not removing and replacing manholes.

Revise green infrastructure concept at White Ave and 16<sup>th</sup> Terrace to account for new requirements of the landowner received during easement acquisition process. Provide support to City during 6-month easement acquisition process.

Revise unit price items, Specification 01015, 01270 and green infrastructure specifications to account for changes at White Ave and 16<sup>th</sup> Terrace.

Provide coordination with City Planning regarding the new permeable paver parking lot for Tubi Buddhist Temple.

Additional project management during 6-month design extension due to easement acquisition negotiations.

## **TASK SERIES 1200 - 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 1150 through 1600 is included in Task Series 1200. It is assumed that pre-construction phase services and construction phase services will be concurrent.

### **Task 1201 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 1202 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.

### **Task 1203 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 (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 Civil Rights and Equal Opportunity Department (CREO KC) 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 monthly 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 1204 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 CREO KC.

### **Task 1205 Work Plan**

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan of their work during the construction phase. 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 1300 - PUBLIC INVOLVEMENT AND COORDINATION**

### **Task 1301 Public Meeting**

CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of 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 1302 Correspondence and Tracking 311 Cases**

DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track all 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. It is assumed this task will require approximately  hours throughout the construction timeframe.

## **TASK SERIES 1400 - 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 1401 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 1402 Meetings, Conferences, and Site Visits**

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting summary, and submit meeting summary to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting summary to all parties in attendance and upload the final meeting summary to the CITY's web based document management system.
2. DESIGN PROFESSIONAL shall attend up to 12 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 20 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 1403 Document Management and Work Tracking Application**

DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system (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 notes and summaries, 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.

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets for each Project Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY. DESIGN PROFESSIONAL shall update the work orders on a monthly basis as construction is completed and notify the CITY when work orders may be closed.

### **Task 1404 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 60 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 1405 Payment Requisitions**

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (☐ to 12) 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 1406 Interpretations of Contract Documents**

DESIGN PROFESSIONAL shall issue with reasonable promptness 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 10 RFIs are assumed.

#### **Task 1407 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 4 claims, 5 allowance authorizations, 3 change orders, and 8 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 1408 Post-Rehabilitation Submittal Reviews**

1. DESIGN PROFESSIONAL shall review up to 7,000 linear feet of post-rehabilitation CIPP CCTV inspection records and associated full wrap CIPP Short or Long Liner service connections as submitted by the CONTRACTOR throughout the project area prior to approving CONTRACTOR's monthly pay application. DESIGN PROFESSIONAL's staff reviewing the CCTV inspection records shall be PACP certified.
2. DESIGN PROFESSIONAL shall review up to 11,000 linear feet of the Contractor's final completion post rehabilitation CCTV and new pipe construction submittal package prior to achievement of full operation, including all full wrap CIPP Short or Long Liner and open cut lateral connection replacements post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded for the Punch List. DESIGN PROFESSIONAL's staff shall be PACP certified.

#### **Task 1409 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 1500 - 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 for sewer separation and 480 calendar days to final completion for the project area. This assumes 12 months of active construction as described in the RPR Level of Effort. 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 and Assistant RPRs' efforts for Task Series 1500 is limited to 52 hours. The RPR's effort for the entire project is based on 4 weeks at 20 hours per week, 14 weeks at 40 hours per week, 22 weeks at 50 hours per week, and 12 weeks at 16 hours per week. The assistant RPR effort for water main observation is based on 8 weeks at 40 hours per week. Travel time up to an hour to and from the site and undefined travel within the site is included in the RPR level of effort.
2. 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 1501 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 1502 Preconstruction Conference, Meetings, and Field Conferences**

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 12 monthly progress meetings and up to 20 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 1503 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. Track which assets have been replaced or constructed,

street address of service laterals replaced or rehabilitated, and manholes that have been rehabilitated, constructed or replaced. 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. Inspection and approval of open cut point repairs, service line repair/replacement, and manhole lining shall be the CITY's standard inspection method, by the RPR. Construction quantities, addresses, dates, etc., shall be tracked by the RPR.
7. Assist the City's Project Manager in addressing 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

#### **Task 1504 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 1505 Records**

1. RPR shall maintain in the trailer, 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 1501.

## **Task 1506 Reports and Document Review**

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

- i. Observations pertaining to the progress of the work. Materials received on job site.
  - j. 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 1507 Payment Requisitions**

RPR shall review up to 14 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 1508 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 1600 - PROJECT CLOSEOUT**

### **Task 1601 Construction Records Drawings**

Within 30 days following receipt of the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL shall prepare and submit a set of construction record drawings and GIS updates 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 1602 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 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 CREO KC 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 1603 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 CREO KC project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

### **Task 1604 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: CIPP lining, full pipe replacement material/diameter changes, manhole rehabilitation, and new manholes. 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.

## **VIII. 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)

ATTACHMENT C2  
 CONSTRUCTION PHASE SERVICES FEE ESTIMATE  
 SEWER SEPARATION: OUTFALL 054

		CDM Smith														
		TOTAL	Project Manager	Engineer 7-8	Senior RPR	Engineer 5-6	Engineer 3-4	Engineer 1-2	CADD	Sr Tech Specialist	Project Controls	Admin	Total Labor Hours	Labor Total	Expenses	CDM Smith Total
			\$240	\$215	\$198	\$170	\$130	\$95	\$150	\$215	\$110	\$110				
Outfall 054 Add 2	CPS															
Task Series 1150	Add. Design	<b>\$67,466.00</b>														
Task 1151	Add. Design	\$67,466.00	48	16		30	100		136	4		2	336	\$54,540		\$54,540
Task Series 1200	PM	<b>\$70,875.00</b>														
Task 1201	PM Services	\$34,320.00	84	22								22	128	\$27,310		\$27,310
Task 1202	Monthly Invoice	\$13,515.00	20								24	24	68	\$10,080		\$10,080
Task 1203	PSR	\$5,720.00	4				18					22	44	\$5,720		\$5,720
Task 1204	Sub Admin	\$14,800.00	40				40						80	\$14,800		\$14,800
Task 1205	Work Plan	\$2,520.00	4				12						16	\$2,520		\$2,520
Task Series 1300	Public Outreach	<b>\$17,840.00</b>														
Task 1301	Public Mtg	\$4,840.00	4			4	12		8			4	32	\$4,840		\$4,840
Task 1302	Ttrack 311	\$13,000.00					100						100	\$13,000		\$13,000
Task Series 1400	Engr CPS	<b>\$168,960.00</b>														
Task 1401	Schedule Review	\$3,120.00					24						24	\$3,120		\$3,120
Task 1402	Meetings	\$57,720.00	84			6	92	24				14	220	\$36,960	\$500	\$37,460
Task 1403	Doc Management	\$9,900.00					44	44					88	\$9,900		\$9,900
Task 1404	Submittals	\$33,060.00		25		25	75	75					200	\$26,500		\$26,500
Task 1405	Pay Apps	\$4,080.00	5				12					12	29	\$4,080		\$4,080
Task 1406	RFI Response	\$21,600.00	10	8		8	24	20				10	80	\$11,600		\$11,600
Task 1407	Change Order Req	\$25,240.00	20	16		16	48	40				20	160	\$23,200		\$23,200
Task 1408	Pos-Con Review	\$2,660.00		4			8	8					20	\$2,660		\$2,660
Task 1409	Final Completion	\$11,580.00	10	2		10	10	10				4	46	\$7,220		\$7,220
Task Series 1500	RPR Services	<b>\$443,105.00</b>			1932								1932	\$382,536	\$11,300	\$393,836
Task 1501	Contractor Schedules															
Task 1502	Meetings															
Task 1503	Liaison															
Task 1504	Review of Work															
Task 1505	Records															
Task 1506	Document Review															
Task 1507	Payment Req															
Task 1508	AFO and Final Comp															
Task Series 1600	Closeout	<b>\$54,392.00</b>														
Task 1601	Record Drawings	\$31,952.00	8			24	16		80				128	\$20,080		\$20,080
Task 1602	Completion Docs	\$8,160.00	4			16	16	16				8	60	\$8,160		\$8,160
Task 1603	Closeout Docs	\$11,040.00	16			16	16	16				8	72	\$11,040		\$11,040
Task 1604	Update GIS	\$3,240.00				4	8	16					28	\$3,240		\$3,240
Optional Services	Optional Services	<b>\$77,362.00</b>	80.00		144.00	80.00	8.00							\$62,352	\$1,330	\$63,682
<b>TOTAL</b>		<b>\$900,000.00</b>	441	93	2,076	239	683	269	224	4	24	150	3,891	\$ 745,458	\$ 13,130	\$ 758,588

ATTACHMENT C2  
CONSTRUCTION PHASE SERVICES FEE ESTIMATE  
SEWER SEPARATION: OUTFALL 054

		Vireo									HG Consult							
		Principal	PM	Assoc. IV	Assoc. II	Assoc. I	Total Labor Hours	Labor Total	Expenses	Vireo Total	P1	PM1	E1	D2	Total Labor Hours	Labor Total	Expenses	HG Consult Total
		\$150	\$130	\$115	\$95	\$75					\$295	\$215	\$151	\$135				
Outfall 054 Add 2	CPS																	
Task Series 1150	Add. Design																	
Task 1151	Add. Design						0	\$0		\$0	2	12	36	32	82	\$ 12,926		\$ 12,926
Task Series 1200	PM																	
Task 1201	PM Services		12		24		36	\$3,840		\$3,840	2	12			14	\$ 3,170		\$ 3,170
Task 1202	Monthly Invoice				24		24	\$2,280		\$2,280	1	4			5	\$ 1,155		\$ 1,155
Task 1203	PSR						0	\$0		\$0					0	\$ -		\$ -
Task 1204	Sub Admin						0	\$0		\$0					0	\$ -		\$ -
Task 1205	Work Plan						0	\$0		\$0					0	\$ -		\$ -
Task Series 1300	Public Outreach																	
Task 1301	Public Mtg						0	\$0		\$0					0	\$ -		\$ -
Task 1302	Ttrack 311						0	\$0		\$0					0	\$ -		\$ -
Task Series 1400	Engr CPS																	
Task 1401	Schedule Review						0	\$0		\$0					0	\$ -		\$ -
Task 1402	Meetings		46		96		142	\$15,100		\$15,100		24			24	\$ 5,160		\$ 5,160
Task 1403	Doc Management						0	\$0		\$0					0	\$ -		\$ -
Task 1404	Submittals		8		40		48	\$4,840		\$4,840		8			8	\$ 1,720		\$ 1,720
Task 1405	Pay Apps						0	\$0		\$0					0	\$ -		\$ -
Task 1406	RFI Response		8		40		48	\$4,840		\$4,840		24			24	\$ 5,160		\$ 5,160
Task 1407	Change Order Req		4		16		20	\$2,040		\$2,040					0	\$ -		\$ -
Task 1408	Pos-Con Review						0	\$0		\$0					0	\$ -		\$ -
Task 1409	Final Completion		16		24		40	\$4,360		\$4,360					0	\$ -		\$ -
Task Series 1500	RPR Services						0	\$0		\$0			320		320	\$ 48,320	\$ 949	\$ 49,269
Task 1501	Contractor Schedules																	
Task 1502	Meetings																	
Task 1503	Liaison																	
Task 1504	Review of Work																	
Task 1505	Records																	
Task 1506	Document Review																	
Task 1507	Payment Req																	
Task 1508	AFO and Final Comp																	
Task Series 1600	Closeout																	
Task 1601	Record Drawings				40		40	\$3,800		\$3,800		4	12	40	56	\$ 8,072		\$ 8,072
Task 1602	Completion Docs						0	\$0		\$0					0	\$ -		\$ -
Task 1603	Closeout Docs						0	\$0		\$0					0	\$ -		\$ -
Task 1604	Update GIS						0	\$0		\$0					0	\$ -		\$ -
Optional Services	Optional Services				24.00			\$2,280		\$2,280		24.00	40.00			\$ 11,200	\$ 200	\$ 11,400
<b>TOTAL</b>		0	94	0	328	0	398	\$ 43,380	\$ -	\$ 43,380	5	112	408	72	533	\$ 96,883	\$ 1,149	\$ 98,032