

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81000998/CONTRACT NO. 1672**  
**FOR STORMWATER COLLECTION AND GREEN INFRASTRUCTURE: 37<sup>TH</sup> AND**  
**NORTON**  
**WATER SERVICES DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and \_\_\_\_\_ (“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 City of Kansas City, Missouri is undertaking a project to collect stormwater, separate combined sewers and implement green infrastructure to capture storm flows to achieve higher levels of overflow control in the Lower Blue River Basin. The approximate project boundaries are 33<sup>rd</sup> Street on the north, Indiana Ave on the west, Spruce Ave on the east and 39<sup>th</sup> Street on the south. The project consists of providing sewer separation of approximately 195 acres (76 green acres) and provide green infrastructure with approximately 1.8 to 4.0 MG of stormwater storage to provide treatment of separated stormwater.

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

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

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

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

**Sec. 4. Compensation and Reimbursables.**

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

1. \$ \_\_\_\_\_ for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment J**.

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 \$ \_\_\_\_\_. 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 \_\_\_\_\_ (\$ \_\_\_\_\_) 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.

1. Design Professional shall invoice City \_\_\_\_\_ 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**

Office of the Director

4800 E. 63<sup>rd</sup> Street

Kansas City, MO 64130

Phone: (816) 513-0504

Facsimile: (816) 513-0226

E-mail address: [wes.minder@kcmo.org](mailto:wes.minder@kcmo.org)

**Design Professional:**

\_\_\_\_\_  
Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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.
  - 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.

**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 (See Exhibit B)

**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-0497-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.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>

**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 “Non-Construction Subcontractors 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Wes Minder, P.E.

Title: Water Services Director

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

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

\_\_\_\_\_

Director of Finance

Date

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. Indemnification: Definitions

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

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor 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 Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor 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 Contract.

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.

If this contract is for professional services, Contractor 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 reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor 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. Independent Contractor.

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

#### Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's 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. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Employers Liability	Statutory
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\$1,000,000 accident with limits of:  
 \$1,000,000 disease-policy limit  
 \$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor 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 Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

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

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property.

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

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at

execution of this Contract 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. 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.

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

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. 5. 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 Contractor: (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. 6. Compliance with Laws.**

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the

licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement..

### **Sec. 7. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor 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 Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any 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 Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

### **Sec. 8. Default and Remedies.**

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

### **Sec. 9. 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 other term, covenant or condition. No term, covenant, or condition of this Contract 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 Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 10. Modification.**

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

**Sec. 11. Headings; Construction of Contract.**

The headings of each section of this Contract are for reference only. Unless the context of this Contract 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. 12. Severability of Provisions.**

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract 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 Contract 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. 13. 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. Contractor shall maintain and retain all Records 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 Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Contractor in connection with this Contract 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 Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.**

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

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

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

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

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

### **Sec. 15. Tax Compliance.**

Contractor 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 contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor 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 contract.

### **Sec. 16. Assignability and Subcontracting**

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor 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 contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor'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 Contractor of any of its responsibilities under the Contract, and Contractor 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 Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

### **Sec. 17. Conflicts of Interest.**

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, 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 Contractor in this Contract.

### **Sec. 18. 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 contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

### **Sec. 19. Professional Services – Conflict of Interest Certification.**

If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

### **Sec. 20. Attorney Services – Conflict of Interest Certification.**

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

### **Sec. 21. Employee Eligibility Verification**

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor 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). Contractor shall attach to the affidavit documentation sufficient to establish Contractor'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. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/programs/gc\\_118522\\_1678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

### **Sec. 22 Quality Assurance Act.**

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

### **Sec. 23 Anti-Discrimination Against Israel.**

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

## **Sec. 24 Title VI of the Civil Rights Act of 1964**

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

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

## **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**

## ATTACHMENT A

### CONCEPTUAL AND PRELIMINARY DESIGN SCOPE OF SERVICES

Design Professional: CDM Smith, Inc.

Owner: City of Kansas City, Missouri (City)

Project: Stormwater Collection and Green Infrastructure: 37<sup>th</sup> & Norton

City Contract No: 1672

City Project No: 81000998

#### 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 of combined sewers located in a project area with boundaries of 33<sup>rd</sup> Street on the north, Indiana Ave on the west, Spruce Ave on the east and 39<sup>th</sup> Street on the south and the implementation of green infrastructure to capture storm flows prior to entering the combined sewer system in the Lower Blue River Basin, of Kansas City, 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 in the project area boundaries described above and to implement green infrastructure to achieve a higher level of overflow control within the Project area 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 pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, the 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 to prepare preliminary design documents for the Stormwater Collection and Green Infrastructure: 37<sup>th</sup> & Norton project as part of the Smart Sewer Program (SSP). The project will focus on sewer separation and green infrastructure to achieve a higher level of overflow control within the project area.

The Design Professional shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.



Critical project success factors are:

1. Engaging professionals with proven experience in the design and construction phase services, including Resident Project Representative services of stormwater collection, sanitary sewer separation and green infrastructure to achieve high levels of overflow control.
  2. Strong collaboration/coordination efforts with KC Water's Smart Sewer Program team and other neighborhood associations on developing and designing green infrastructure projects in an urban environment.
  3. Proven experience with multiple facets of green infrastructure technologies to provide high levels of stormwater capture and storage capacity as well as considering long-term operations and maintenance.
  4. Proven experience with stormwater hydraulic modeling to properly design stormwater collection system and green infrastructure improvements that also focus on combined sewer overflow reduction.
  5. Ability to provide conceptual alternative evaluations and preliminary and final design documents on time and within budget while coordinating and working with multiple stakeholders.
- D. Follow-On Phases. At the discretion of the CITY, the DP may be requested to provide additional services related to the final design, bid phase and construction phase services.
- 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 SSP Team.
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
  2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
  3. The SMART SEWER PROGRAM MANAGEMENT TEAM (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 project.
- H. General Description of Activities. The Basic 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 preliminary design for the separation of combined sewers located within the project boundaries identified above in the Lower Blue River Basin. The preliminary design shall expand on the plan for stormwater source control, combined sewer separation and green infrastructure as identified in the City of Kansas City, Missouri's *Evaluation of Stormwater Source Control and Green Infrastructure as an Alternative to Vineyard and Lawn Relief Sewer Technical Memorandum dated February 17, 2022*.
2. Performance of professional engineering services necessary to complete a concept evaluation of potential green infrastructure sites, meetings with stakeholders to determine plans and requirements, determine applicable green infrastructure components, develop conceptual level layouts, exhibits, and opinions of probable construction costs. The project consists of providing sewer separation of approximately 195 acres (76 green acres) and providing green stormwater infrastructure (GSI) for approximately 1.8 to 4.0 MG of stormwater storage to provide treatment of separated stormwater. For comparing conceptual alternatives, estimates of overflow reduction and volume capture shall be made.

Requested services include 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 and stormwater flows; overland flow open channel evaluation for design events greater than the capacity of the proposed storm sewers; coordination with CITY departments and utility infrastructure planning; preparation of concept alternatives analysis and opinion of probable construction costs.

3. The DESIGN PROFESSIONAL shall provide one Resident Project Representative (RPR) available throughout the design phase services contract to serve as a field resource for constructability issues and input.

#### I. Project Needs/Goals

1. Determine deficient sewer structures and surface features that contribute to local flooding and basement back-ups.
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. Perform a concept evaluation to determine feasible Green Infrastructure solutions to implement at the Green Infrastructure sites that will achieve a significantly higher level of combined sewer overflow control downstream of the project area.
5. Recommend the most cost-effective alternative to meet the project objectives.
6. Provide preliminary design (30%) for recommended improvements, including new separate storm or sanitary sewer systems and Green Stormwater Infrastructure (GSI).

7. Conceptual design for water main replacements.
- J. Task Series Listing. The 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 Design
  3. Task Series 300 - Public Involvement and Neighborhood Coordination
  4. Task Series 400- Field Investigations and Data Review
  5. Task Series 500 – Alternatives and Conceptual Evaluation
  6. Task Series 600 - Preliminary Design
- K. Explicit Responsibilities. The Basic 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 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.
- L. Capital or Annual Cost Opinions. All opinions of probable construction cost developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 regarding 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 shall be made based on experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project cost will not vary from DESIGN PROFESSIONAL’s opinions of probable construction cost. The cost opinions’ level of accuracy presented by DESIGN PROFESSIONAL shall be as noted for in subsequent paragraphs of this Scope of Services.

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

- A. DESIGN PROFESSIONAL shall complete Task Series 100, through 600 within 300 calendar days following NTP, provided the CITY’s distribution of field information (system characterization, manhole inspection data and CCTV data) is provided by the CITY to the DESIGN PROFESSIONAL no later than the date(s) stated in Section V. If the above stated field information is not provided by the stated date, the project schedule will be extended based upon DESIGN PROFESSIONAL substantiating the impact of not receiving any information to the satisfaction of CITY. DESIGN PROFESSIONAL’s completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written review comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. 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. BASIC SCOPE OF SERVICES**

The following Task Series describe the Basic Scope of Services to be provided by the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL in completion of the Work. DESIGN PROFESSIONAL will provide the following management activities.

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

Provide project 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. Schedule shall be in Primavera (P6) or later version or Microsoft Project.

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

DESIGN PROFESSIONAL shall develop a baseline schedule and submit for initial review and approval in eBuilder via the *Design Schedule Review* process. Prior to submitting monthly invoices, DESIGN PROFESSIONAL shall update the schedule monthly to reflect the progress reported in the status report and submit the updated schedule for review and approval in eBuilder via the *Design Schedule Review* process.

1. If schedule is produced in Primavera the layout shall include the following, in order.
  - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
  - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in an eBuilder workflow, on a monthly basis, one week prior to invoicing for approval. DP shall include the approved schedule with the monthly invoice submittal.

4. If the schedule falls behind contractual dates, DP shall propose a recovery schedule and plan for approval.

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated, approved project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's eBuilder document management system. The CITY will provide a template for the project status report. Each invoice submitted by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY.

The monthly project status report shall capture input and review comments from the monthly *Design Schedule Review* process that identifies work performed by the 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 the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. DESIGN PROFESSIONAL shall include updated tracking graph of the initial invoice forecast baseline and invoice totals to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast, including M/WBE.

### **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 Civil Rights and Equal Opportunity (CREO) Department.

### **Task 104 Quality Control**

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 evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

### **Task 105 Work Plan**

1. **Work Plan Format.** DESIGN PROFESSIONAL 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. 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 and the DESIGN PROFESSIONAL's plan to complete the work within their project schedule.
  - c. The DESIGN PROFESSIONAL's approved baseline project schedule.
  - d. 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 that clearly shows each of the monthly amounts forecasted.
  - e. 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 106 Meetings**

1. **Project Kickoff Meeting.** After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project kickoff meeting with the CITY to review and establish project goals (including an initial Envision™ assessment per Task 202), lines of communication, project procedures, the proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.
2. **Monthly Progress Meetings.** Participate in up to twelve (12) 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 shall be discussed along with monthly Envision™ assessment updates per Task 203. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

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

### **Task 201 Envision™ Credits**

Envision™ will be utilized by CITY and DESIGN PROFESSIONAL to incorporate the use of enhanced sustainability measures that consider environmental quality, social equity, and

economic vitality. The DESIGN PROFESSIONAL shall evaluate Envision™ credits and include a summary of applicable Envision™ credits (Version 3, 2018) in the Basis of Design Memorandum and explain why these credits will achieve a higher level of sustainability on this project. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template, provided by the CITY. The DESIGN PROFESSIONAL shall maintain proper documentation through the completion of the preliminary design phase of the project. At the completion of preliminary design, the CITY will review DESIGN PROFESSIONAL's Envision™ recommendations and decide which Envision™ credits to include in the project during the final design phase.

The Envision™ certification and credit support documentation is NOT included in this scope, but the DESIGN PROFESSIONAL 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. The DESIGN PROFESSIONAL shall be responsible for the Envision™ credit scores as reported during the 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 DESIGN PROFESSIONAL shall provide the summary document and initial Envision™ credit scoring to the CITY prior to the Project Kickoff Meeting (Task 106). The Envision™ credits shall be presented at the Project Kickoff Meeting and discussed as a design team. The DESIGN PROFESSIONAL shall make any modification to the selected Envision™ credits and initial scoring during the Project Kickoff Meeting. Following the Project Kickoff Meeting, the DESIGN PROFESSIONAL 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 the 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, the DESIGN PROFESSIONAL shall report Project sustainability updates in each Design Professional Services (DPS) monthly Project Status Report (PSR) described in Task 102 and progress meetings described in Task 106. The DESIGN PROFESSIONAL shall use the Envision™ reporting template provided by the CITY to update project sustainability scores for each PSR. Updates to Envision™ scores shall only be made at key deliverables, including initial scoring, and scoring of the selected alternative. The DESIGN PROFESSIONAL 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 in the PSR.

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

## **TASK SERIES 300 - PUBLIC INVOLVEMENT AND COORDINATION**

### **Task 301 Stakeholder Workshops**

The CITY will coordinate and lead a series of stakeholder meetings during design. DESIGN PROFESSIONAL shall assist CITY by providing requested meeting materials and participate in up to 10 stakeholder engagement meetings during design. The purpose of these Stakeholder Workshops is to determine the level of interest and support for the use of green infrastructure and to engage key stakeholders in the project area and discuss potential use of green infrastructure to effectively manage storm water to reduce sewer overflows and provide community quality of life benefits. DESIGN PROFESSIONAL shall participate in each meeting and document and summarize discussions for 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 regarding the type of green infrastructure that could be used and the potential sites within the project area.
- Map of planned green infrastructure and sewer separation with construction limits and update to project Fact Sheet.
- Three (3) renderings consisting of one plan view and two perspective views to show planned green infrastructure improvements at each design phase listed below:
  - 30% complete
- Summary of meeting participation and engagement.

### **Task 302 Public Meeting Assistance**

The CITY will coordinate and lead a series of public meetings during design. DESIGN PROFESSIONAL shall assist CITY by providing requested meeting materials for three Public Meetings following 30% design, 60% design, and 100% design submittals. Input from the public regarding the planned green infrastructure, sewer separation improvements, basement backups, local ponding, construction impact, traffic control, parking, and any other challenges related to planned improvements shall be documented by the DESIGN PROFESSIONAL and incorporated into 60% and 100% design. DESIGN PROFESSIONAL shall document discussions and provide feedback to the public following the 100% design public meeting.

### **Task 303 Smoke Testing Notification and Door Hangers**

Prior to mobilizing for smoke testing activities, the DESIGN PROFESSIONAL shall distribute mailers to all affected properties owners. DESIGN PROFESSIONAL shall provide CITY with a project boundary and the CITY will provide mailing addresses from the customer service system.

Prior to beginning smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The CITY will be responsible for drafting the door hanger. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers per Task 402. DESIGN PROFESSIONAL will be given access to a web portal containing project communication materials.



### **Task 304      Communication with Property Owners**

Assist City with responding to inquiries from businesses and property owners throughout the duration of the smoke testing, dye testing, and preliminary design phase of the project. Document communications with property owners and promptly provide copies of said documentation to the City. The City shall respond to requests for information from public officials and the media.

Assist the City in identifying up to 100 property owners within the basin to directly communicate and coordinate field activities. These property owners shall include large warehouses, factories, hospitals, schools, nursing homes or other facilities that could be impacted by smoke testing work. The DESIGN PROFESSIONAL shall coordinate on-site meetings with an owner's representative, provide materials prepared as part of Task 402, coordinate schedule of field activities, including access to property to perform and monitor smoke and dyed water testing. If the estimate above is not adequate, the additional large property owners, over the estimate above, shall be added as Optional Services.

### **TASK SERIES 400 - FIELD INVESTIGATIONS AND DATA REVIEW**

#### **Task 401      Review Existing Reports, GIS, and Field Data**

Perform a compilation and review of pertinent existing data and reports, GIS information provided by the CITY, and other related data obtained previously by or for CITY within the project area. Review CCTV inspection videos and data (for approximately 35,000 linear feet of pipe) and manhole inspection reports for up to 220 manholes to identify defects in main sewers, manholes, and service laterals, verify system connectivity, and also identify private I/I defects. Reference WSD protocols for field data evaluation guidance. Applicable protocols include:

1.      Manhole Inspection Protocol dated July 2014
2.      Smoke Testing Protocol dated October 2017
3.      Sewer Line Investigation Protocol dated November 2020
4.      Dyed Water Testing Protocol dated September 2013

#### **Task 402      Smoke Testing**

1.      Smoke Testing Notification - Prior to beginning smoke testing activities, the DESIGN PROFESSIONAL shall distribute a project-specific door hanger to the affected properties providing notification of smoke testing. The DESIGN PROFESSIONAL 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. The DESIGN PROFESSIONAL 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, the DESIGN PROFESSIONAL shall redistribute door hangers accordingly.

2. Smoke Testing Performance - The DESIGN PROFESSIONAL shall perform smoke testing in the Area 1, up to \_\_\_\_\_ linear feet of sewer pipe (\_\_\_ sewer segments) up to 36-inch in diameter to identify defects in the public sewer system and private connections without trespassing private property. The DESIGN PROFESSIONAL shall develop field maps using system maps provided by the CITY. Smoke testing shall be implemented in accordance with the Smoke Testing Protocol. Suspect stormwater sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether the source exists. Payment for smoke testing shall be based on the approximate linear feet of pipe on a per foot basis as listed in **Attachment D**.

### **Deliverables**

- Summary report of stormwater sources identified from smoke and dyed water testing.

### **Task 403 Dyed Water Testing**

Dyed water testing of suspected stormwater sources identified by smoke testing shall be performed at up to thirty (30) locations to verify their direct connection to the combined sewer system. The DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with the Dyed Water Testing Protocol. Suspect stormwater sources will not be submitted on inspection forms or in the database(s).

Potential stormwater 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 the 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**. The price for each dye water test includes 1.5 hours of field crew time. Any additional time above 1.5 hours will be billed on an hourly rate basis as listed in **Attachment D**.

### **Deliverables**

- Deliverables listed in Task 403.

### **Task 404 Private Property Investigations**

Investigations will be performed on commercial properties only. Residential properties will be investigated by the Keep out the Rain team. The purpose of this investigation will be to identify connectivity of private storm and sanitary sources, to determine how each private property will be impacted by sewer separation. Work item includes:

1. Investigate each commercial property in the project area for external inflow sources, including disappearing downspouts, internal roof drains, driveway drains, or other area drains. Identify inflow sources to be investigated as part of Task 404.

2. Schedule and investigate commercial properties for service lateral location in areas where new sanitary sewers are proposed and where multiple service lead discharge locations are possible. As the anticipated separation plan includes new sanitary sewers, it is important to identify the location of service laterals for these properties to effectively design the proposed sewers. Investigations generally will consist of sound testing, document review, dyed water testing and/or line locating using CCTV data and other methods. The scope assumes investigation of 45 commercial properties. Work with commercial property owners to complete questionnaires regarding sanitary facilities on property and history of flooding. Create detailed sketch of each commercial property and label inflow locations and service laterals locations. Note inflow locations and service lateral locations on the base map to be incorporated into preliminary design. Payment for each private commercial property investigation will be paid on unit price basis as listed in Attachment D. Service lateral locating is used when dye testing is not successful or cannot be used, or where the exact location of a service lateral is necessary, such as at cross-lot or alley sewers. The scope assumes service lateral televising/locating will be necessary at 60 properties. Payment for service lateral televising shall be based on a per lateral unit price basis as listed in Attachment D.

**Task 405 Summary of Results for Dyed Water Testing, Smoke Testing and Private Property Investigation**

The DESIGN PROFESSIONAL shall submit a summary of work completed along with property questionnaires and a sketch for each private property. The DESIGN PROFESSIONAL shall also submit a project area map with each sewer main and lateral color coded by flow type (sanitary, storm, or combined).

**Task 406 Topographic Survey**

The DESIGN PROFESSIONAL shall conduct topographic survey to serve as the basis for preliminary design. This topographic survey will include both pipeline route areas and green infrastructure sites, defined as follows:

**Pipeline Route Survey within the Sewer Separation Area.** Provide the necessary field design surveys, based on the conceptual design alignment, for the preparation of construction drawings and specifications. Total linear feet of surveying, for budgeting purposes, is estimated to be \_\_\_\_\_ linear feet (the width assumptions are stated below).

**Green Infrastructure Site Survey.** Provide the necessary field design surveys, based on the conceptual design sites, for the preparation of construction drawings and specifications for green infrastructure sites. Up to \_\_\_ acres of topographical surveying is assumed for budgeting purposes.

Existing conditions shall be surveyed to determine critical features within the project area. The survey shall be delivered in standard text file, electronic topographic survey files including contours at one-foot contour interval in CAD format.

1. 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.

2. 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.
3. The survey may extend beyond CITY right of way as needed for potential work in existing or anticipated future easements and/or acquisitions. The topographic survey will include but not be limited to the location of combined sewers, storm sewers, sanitary sewers and associated structures with top/invert elevations, shape, material and diameter, as applicable; water and gas utilities including all valves, meter pits, fire hydrants, pressure reducers, regulators, etc.; overhead utilities including power poles, telephone poles, and light poles; underground electric and communication utilities; street and pavements including sidewalks, streets, driveways, parking lots, and unimproved roadways; trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas) and landscaping indicating type and diameter; and structures including buildings, retaining walls, fences and other visible improvements within the survey boundary determined by the DESIGN PROFESSIONAL.
4. 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. Existing sewer and water utilities shall be labelled as shown in the CITY's GIS.
5. 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. Survey up to thirty (30) pothole locations at critical utility crossings.
6. Locate Geotechnical Borings and Infiltration Testing Locations - Survey will provide field locations of the soil borings, street core samples, and infiltration testing locations performed during geotechnical investigations.

As needed, the DESIGN PROFESSIONAL shall safely conduct a windshield survey following significant rainfall event(s) to identify low spots or sump locations within the project area. The DESIGN PROFESSIONAL shall utilize the CITY's LiDAR data for verification. The DESIGN PROFESSIONAL shall capture images of ponded or sump locations as supplemental information for preliminary engineering evaluation.

### **Deliverables**

- Electronic data files of the survey(s) and other requested information. Metadata should be incorporated into every digital file to document date, source, methodology, etc. Submit a digital file in AutoCAD format containing the full survey drawing. This drawing must be created at its real State Plane Coordinates NAD 1983 position and the view shall be un-

rotated from the coordinate system so that the NORTH points orthographically vertical in the screen.

- An ascii point file (.txt or .csv) in “pnezd” comma-delimited format representative of all data collected.
- Full-sized digital PDF copy(s) of the survey signed by a Registered Land Surveyor (RLS).

#### **Task 407 Utility Coordination**

Follow the City’s standard four step process. Before alignments have been set, contact utilities, and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard City’s utility notification form. Follow up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the CITY copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the DESIGN PROFESSIONAL. Copies of all correspondence with the utilities should be submitted to WSD in a packet with the Conceptual drawings.

#### **Task 408 Geotechnical Investigation**

1. Soil Borings and Testing Along Sewer Separation Alignment. Obtain up to \_\_\_\_\_ soil borings. \_\_\_\_\_ borings will be to support the sewer separation alignments and the anticipated average depth of these borings is twenty (20) feet. \_\_\_\_\_ borings will be to support the design of green infrastructure sites with an anticipated average depth of fifteen (15) feet. 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 (3) to four (4) samples from each boring and retain for future reference. Each boring shall be surveyed to obtain horizontal coordinates and elevation at the ground surface. Rock coring shall be assumed for all borings.
2. Street Core Samples. Obtain up to twenty (20) street core samples to determine pavement type, thickness, and subsurface materials. Street core samples shall be up to 18-inches in depth.
3. Seepage Investigation. DESIGN PROFESSIONAL shall conduct a subsurface investigation at up to \_\_\_\_\_ potential green infrastructure sites. This investigation shall include exploratory field work, laboratory and field testing, and preparation of a subsurface report. At least one (1) soil boring shall be performed at each site to a depth of ten (15) feet and one (1) field infiltration test shall be performed at each site. The field infiltration testing shall consist of:
  - a. Excavation of one test pit at each site to be evaluated, 4-feet by 4-feet by 6-feet, to visually document the soil stratigraphy. Collection of one grab sample from the bottom of the pit for laboratory grain size analysis. Test pits shall be backfilled with stone at the end of the workday.
  - b. Monitoring depth of water in each pit. A field infiltration test will be performed consisting of an initial saturation and followed within 24 hours by

a second infiltration in accordance with the City of Kansas City, Missouri specification: Section 02956 Green Stormwater Infrastructure In-Situ Infiltrating Testing.

4. Geotechnical Report. A geotechnical report shall be prepared and shall discuss the general soil and groundwater conditions underlying each site including depths to rock where encountered; present relevant engineering properties of the existing soils; provide results of the seepage investigation(s) and Maryland Infiltration Tests, 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.
5. As required, Public Works and Parks Department permit fees shall be obtained prior to drilling, and necessary temporary signage shall be printed and installed in coordination with the CITY. All costs shall be included in this task.

### **Deliverables**

- DRAFT and FINAL Geotechnical Report. The Final Geotechnical Report shall be sealed and signed by the geotechnical engineer of record.

### **Task 409 Environmental Desktop Evaluation**

The DESIGN PROFESSIONAL shall perform a desktop assessment of the project area, using a search of Environmental Database Reports (EDR), Sanborn® Maps, historical aerial photographs, and natural, cultural, and socioeconomic resources information. A NEPA Check will also be requested with the EDR and other publicly accessible natural resource, cultural resource, demographic, socioeconomic, and environmental justice data sources will be researched. The results of the review will be used to determine permitting and additional investigations during detailed design.

The desktop review will be summarized to identify potential environmental conditions including hazardous materials, natural resources, critical habitat, historic and cultural resources, socioeconomic status of the surrounding community, and potential environmental justice communities. The baseline information will be used to evaluate the potential impacts and permit requirements and to identify the risks and mitigation strategies for construction. Additional necessary environmental work will be noted including environmental site assessments, wetland and stream delineations, habitat assessments, and historic and cultural resources investigations. Potential permitting requirements will also be identified based upon this information.

The Environmental Desktop Evaluation findings will be discussed at a monthly progress meeting, and decisions or directions based upon the findings documented in meeting minutes. These desktop evaluation findings, along with decisions or directions based upon the findings, will be included in an Environmental and Permitting Review Summary Memorandum that will become incorporated in the Alternatives Analysis Technical Memorandum (Task 505) and the Basis of Design Memorandum (Task 602).

## **TASK SERIES 500 - ALTERNATIVES AND CONCEPTUAL EVALUATION**

The DESIGN PROFESSIONAL shall provide recommendations for the final Design Concept for CITY's consideration based on results of evaluation of Primary and Alternative concepts with a combination of project parameters.

### **Task 501 Site Visit**

1. The Smart Sewer Program Management Team (SSP Team) shall utilize the existing combined sewer system model in InfoWorks ICM platform to conduct the necessary hydraulic assessment of the post-separation combined sewer system. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be performed by the SSP Team in accordance with the *Smart Sewer Program H&H Modeling Protocol* dated March 2022. The existing combined sewer model shall be used to perform the following tasks:
  - a. Determine existing condition overflow characteristics at each diversion structure and flow splits upstream of Outfall 085, 086, 089, and 090.
  - b. Simulate overflow reduction achieved from CSO control alternatives.
  - c. Simulate dry-weather flow rates and velocities in combined sewers proposed for conversion to sanitary sewers.
2. The DESIGN PROFESSIONAL shall separately analyze and conceptually size new stormwater collection systems with a continuous simulation, dynamic modeling software. This model will utilize the combined sewer InfoWorks ICM model network and modify the collection system to include proposed separate storm sewers, catchments, runoff parameters, etc. This stormwater model will be used to determine the 10-year flows and water surface elevations for the project area. The separate stormwater model shall be used to perform the following tasks:
  - a. Hydrologic and hydraulic modeling of stormwater collection system including
    - Conceptual sizing of storm sewers for the following LOS:
      - 10-Year Level of Service for betterment to provide higher level of service for local drainage.
    - Determine level of service for any existing combined sewers proposed to be converted to storm sewers.
    - Assess overland flow extents utilizing 2D hydraulic simulation for 10-year and 100-year storm events.
  - b. Conceptual sizing and hydraulic modeling of green infrastructure facilities to support Tasks 502 and 503.
  - c. Determining discharge characteristics of outfalls to receiving stream and channel improvements required to accommodate increased flows.
3. Selected model results pertinent to the design shall be included in the Alternative Evaluation Technical Memorandum and in the Basis of Design Memorandum.

## **Task 502 Proposed Storm Sewer, Sanitary Sewer, and GSI Alternative Evaluation**

The DESIGN PROFESSIONAL shall perform analyses of the existing sewer system and prepare an alternatives evaluation to provide sewer separation and green infrastructure.

The DESIGN PROFESSIONAL shall at a minimum perform or develop the following elements for the development of the alternatives analysis:

1. Evaluate the existing system and the feasibility for its use as a separate storm or sanitary sewer. Consideration to service laterals, inlet connections, water mains and other utilities and required rehabilitation and replacement shall be considered at a minimum.
2. Establish sewer layouts for new sanitary and/or storm sewer system to provide complete separation within the project area.
3. Evaluate the effects of the separate/new storm system on the open channel through the green space area between 33<sup>rd</sup> and 38<sup>th</sup> Streets. Determine the proposed stormwater flows and velocities for the typical year of precipitation, as well as the 2-, 10- and 100-year design storms and their effects on the existing open channel.
4. Evaluate the inclusion of Green Stormwater Infrastructure (GSI) focusing on applications that will reduce the size or extents of the existing or proposed storm and sanitary sewers, reduce costs, or reduce downstream flooding and/or erosion. The GSI evaluation shall include the following:
  - a. Gather and review available GIS data provided by the CITY, GIS shapefiles for topography, property ownership, aerial photography, sewer system characterization, diversion structures, outfalls, stormwater inlets, impervious surfaces, zoning, and other site relevant data will be provided.
  - b. Coordinate with Owner's representatives to obtain record drawings and historical knowledge of public and private utilities located on the sites.
  - c. Documentation of existing site features, including but not limited to existing drainage paths; existing underground infrastructure based on GIS layers and design plans; stormwater inlet locations; apparent downspout connections; erosion concerns; and other site information that may influence the concept design.
  - d. Assess each selected site for potential areas where green infrastructure can be incorporated into the existing site conditions. The available area and the capacity/volume of each site/location to capture and store stormwater runoff shall be estimated.
  - e. Identify the operations and maintenance considerations, including trash and sediment management, and potential contaminated runoff. These considerations will be integrated into the design and operation elements to develop recommendations for implementation of green infrastructure BMPs.
  - f. 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 GSI alternatives considered as potentially viable for the project area along with potential limitations, challenges, and benefits of their implementation.
  - g. Prepare concept-level location drawings and details and cost/benefit analysis for up to 3 viable alternatives. Identify institutional and regulatory barriers with alternatives as well as possible resolutions. Prepare for and conduct a meeting to discuss the outcomes of the alternative's evaluation. It is anticipated that each concept will



undergo up to 3 revisions. Provide a concept design rendering for the three (3) final GSI concepts. Additional GSI alternative's meetings will require authorization through Optional Services.

5. Develop opportunities for siting of community enhancements, public education, and public art to be integrated with green infrastructure at the 37th & Norton Project site. Identify potential partners and funding sources for public art design and implementation.
6. Benefits of sustainability and Envision™ for each alternative.
7. Determine water mains required to be replaced due to coincident disturbance and/or required replacement during the proposed infrastructure improvements. Additional water main replacement for age, cost-effectiveness, or for limiting public disruption will be determined by communications with KC Water's potable water distribution personnel. Assume one meeting with KC Water staff to discuss potential water main replacements in the project area.
8. Evaluate the need and potential costs for rehabilitation of existing sewers using a risk-based model.

### **Task 503 Landscape Architecture Design**

The DESIGN PROFESSIONAL will provide landscape architecture design services for proposed green infrastructure and community improvement areas to:

- Provide materials for the Public Engagement meetings (Task 200) to inform potential green infrastructure solutions, park amenities, neighborhood context sensitive solutions, economic development opportunities, and coordinate with adjacent development project teams and community organizations. This support shall include written content and graphics for community surveys, questionnaires and discussion topics related to anticipated park and community enhancement features, amenities, and landscape-oriented solutions.
- Collaborate with the design team to anticipate future Park and Heartland Conservation Alliance related betterments to be integrated with green infrastructure design solutions. These initial strategies are intended to link together various grey and green infrastructure solutions to address the anticipated treatment, storage, and infiltration needs of the project while preparing for investment in park and open space amenities by other entities.
- Following validation of the preferred project concept, DESIGN PROFESSIONAL shall develop a preliminary improvement plan for green infrastructure and other site improvements necessary to discuss future community improvements and potential park amenities based on input from other City departments and stakeholders, including Heartland Conservation Alliance. A summary narrative will also be developed in the Alternatives Evaluation Technical Memorandum which will describe how the concept reflects and integrates stakeholder and community preferences from initial engagement efforts.
- Design of green infrastructure will include: soils recommendations, landscape planting recommendations for green infrastructure to include a preliminary plant palette, and preliminary site grading and cross-sections.

## **Task 504    Outside Funding Analysis**

Where betterments or facilities are identified to be pursued as part of this project which cannot be funded by the Smart Sewer Program, the DESIGN PROFESSIONAL will investigate alternative funding sources and identify outside funding sources, if they exist.

Additionally, outside funding opportunities which can be used to obtain funding for improvements to reduce combined sewer overflows will also be evaluated. These opportunities would be targeted to strategically offset project costs for elements which can be funded by Smart Sewer revenue.

Sources to be investigated include:

- PIAC and GO Bond Question 2 funding sources
- Other City Departments (e.g., if a Parks amenity is to be included at Daniel Morgan Boone Park)
- State Grant and Loan Funding Opportunities
- Federal Grant and Loan Funding Opportunities, including opportunities provided by the Bipartisan Infrastructure Law (also referred to as the Infrastructure Investment and Jobs Act).

### **Deliverables**

- A table that includes the identified funding sources and additional relevant information related to the application process, qualifications, funding amount available, level of effort required, timeline, and indicators which help assess likelihood of securing an outside funding source.
- This scope includes preparation of one (1) funding application.

## **Task 505    Recommended Alternative Workshop**

The DESIGN PROFESSIONAL will facilitate a collaborative Recommended Alternative Workshop. The objective of the meeting will be to reach consensus on the recommended alternative to advance to preliminary design. The DESIGN PROFESSIONAL shall provide recommendations for the final Design Concept for CITY's consideration based on results of evaluation of Primary and Alternative concepts with a combination of project parameters.

The meeting presentation materials will include a summary of the Alternatives including:

1. Maps/Schematics of the Alternatives
2. Proposed Sewer Separation Routing and Sizing for stormwater collection
3. Potential enhancements and betterments
4. Envision<sup>TM</sup> evaluations
5. Class 5 Opinion of Probable Cost
6. Life cycle and Operations and Maintenance Costs
7. Permitting challenges and opportunities for efficiency
8. Community benefits and impacts, and an assessment of each alternative relative to feedback receive in Task Series 200
9. Anticipated schedule and phasing
10. An advantages/disadvantages/risks assessment summary table
11. Alternative or outside funding options/potential, including options for enhancements

- and betterments
12. Recommendation of Alternative for advancement to preliminary design

The DESIGN PROFESSIONAL will prepare and submit an agenda to the CITY prior to this workshop meeting and prepare/distribute meeting minutes within five (5) calendar days after its completion. Following the workshop, the CITY shall notify the DESIGN PROFESSIONAL of the chosen alternative within 21 days of the workshop.

### **Task 506 Alternative Evaluation Technical Memorandum**

Upon completion of the Project Implementation Plan the DESIGN PROFESSIONAL shall submit an Alternatives Evaluation Technical Memorandum (TM) describing the evaluated alternatives. At a minimum, the TM shall include the following:

1. Executive Summary, introduction and discussion of how the project meets the performance criteria of the CITY's Smart Sewer Program and Federal Consent Decree
2. Existing system description
3. Summary of field investigation findings
4. Summary of Public Engagement activities and outcomes
5. Flow schematic with tributary areas for diversion structures and outfalls for storm, combined, and separate sanitary sewers
6. Description of the alternatives considered to meet the SSP requirements, Federal Consent Decree and other CITY criteria
7. Advantages/disadvantages/risks assessment summary table including risks associated with environmental data from desktop evaluation
8. Comparative risks or difficulties related to permitting of the alternatives
9. Conceptual improvement schematics for each alternative
10. Suspected environmental and natural resource issues from desktop evaluation as it relates to preferred alternative
11. Modeling analysis and results pertinent to the storm sewer design
12. Existing sewer rehabilitation recommendations for each alternative
13. Comparative risks or difficulties related to easement/property needs for each alternative
14. Green Infrastructure evaluation, landscape architecture design, and concept renderings
15. Envision<sup>TM</sup> evaluation
16. Opinion of probable construction costs for each alternative. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards
17. Estimated operations and maintenance costs
18. Recommended alternative with detailed information used for design or to make decisions about changes during construction including:
  - a. Design storm criteria
  - b. Tributary subsystem runoff calculations and factors
  - c. Soils and geotechnical information including infiltration testing and anticipated drain rates of selected green infrastructure sites
  - d. Storage volumes above and below ground for green infrastructure or CSO storage (if applicable)
  - e. Operation and maintenance considerations
  - f. Detailed cost information and assumptions

19. Outside Funding Analysis
20. Plan for phased implementation of projects including alternative project delivery recommendation in coordination with the CITY based on budget projections, construction sequence, and operation of businesses, CITY facilities and institutions within the project area. The DESIGN PROFESSIONAL shall consider site stabilization needed for proper implementation of select green infrastructure facilities.
21. Permitting requirements for the selected alternative. Include a review of streets recently receiving or with upcoming pavement reconstruction or overlay by KC Public Works. Identify any sewer and/or water main construction work that would impact recently paved or future planned overlay work.
22. Public and stakeholder engagement feedback including narrative explaining how the feedback was considered in the recommendation.

The CITY and SSP Team will review the draft Alternatives Analysis TM and provide written comments to the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall provide a final Alternatives Evaluation TM incorporating and addressing comments received.

### **Deliverables**

- DRAFT and FINAL electronic copies of Alternatives Analysis Technical Memorandum

## **TASK SERIES 600 - PRELIMINARY (30%) DESIGN**

### **Task 601 Topographic Information**

The Preliminary Design task advance the selected alternative design and based on the DESIGN PROFESSIONAL's recommendation and will include the following:

- Assessment of previous TM's including data, GIS data, survey, drawings, assumptions, analysis, alignments, and costs.
- Evaluation of the site(s) may affect the preliminary design including utilities, soil conditions, existing street sections and easement needs.
- Verification that all required survey data is obtained for design.
- The separate storm system improvements will be designed in accordance with the alternative chosen in Task 507. Any significant deviations from this guidance must be approved by the CITY prior to preparation of plans.
- A hydraulic model and calculations to the extent necessary to properly evaluate the proposed storm sewer system using appropriate software and current engineering design standards.
- Analysis of, at a minimum, the alternative construction methods that may be utilized and their feasibility and requirements including:
  - Tunneling/Trenchless Pipe Installation

- Excavation Support Required
  - Dewatering
  - Pipe Subgrade and Foundation stabilization
  - Construction sequencing and phasing
- Evaluation of alignments and strategies to minimize permanent easement acquisition and to minimize utility relocation.
  - Identification of permanent and temporary easements necessary for construction, and scheduling when the contact with property owners should begin based on the extent of the necessary easements.
  - Preliminary design for existing structures or junction boxes that may require modifications.
  - Evaluation to minimize disruption to residents, businesses, and other stakeholders.
  - Evaluation and recommendation of project construction schedule to minimize disruption and the impacts of construction on local area activities.

Additionally, in collaboration with the CITY and SSP Team, the DESIGN PROFESSIONAL shall complete a review of the permits needed for this Project, along with a proposed schedule for submission of applications for the design and construction of the Project. The DESIGN PROFESSIONAL shall incorporate permit design requirements into the Basis of Design Memorandum. Communications with permitting agencies need to be done in consultation with the CITY. The DESIGN PROFESSIONAL shall coordinate with the SSP Team and CITY to submit permit applications. Any permit application fees required prior to project bidding or construction will be the responsibility of the CITY.

#### **Task 601 Public Infrastructure Coordination**

To achieve a holistic approach in design and implementation of public improvements, the DESIGN PROFESSIONAL shall assist in coordinating and collaborating on planned improvements by other CITY departments and to reasonably integrate those improvements (with appropriate funding) within the extents of the project. The intent of this task is to plan for coordination beyond the project that includes social, economic, and environmental benefit. Cost estimates for such improvements shall be tracked separately from baseline project. The DESIGN PROFESSIONAL shall support the CITY in evaluating the following information (as available):

- Planned KC Water projects including but not limited to water main replacement.
- Planned Public Works projects including but not limited to roadway, curb & gutter, sidewalk improvements and streetlights.
- Planned development projects.
- Any department specific requirements based on the selected alternative (KC Water, KC Public Works, KC Parks)

The DESIGN PROFESSIONAL shall include recommended public infrastructure opportunities in the Basis of Design Memorandum. Department specific requirements will be

provided by CITY to the DESIGN PROFESSIONAL before initiation of the Preliminary Design Task for incorporation into the deliverable.

### **Task 602 Basis of Design Memorandum**

The DESIGN PROFESSIONAL shall submit a Basis of Design Memorandum (BDM) describing the preferred alternative recommendation for design. The DESIGN PROFESSIONAL shall provide documentation of key design parameters that can be used for future reference. The BDM shall include the following, at a minimum:

1. Executive summary
2. Introduction and discussion of how the project meets the performance criteria of the CITY's Overflow Control Plan (OCP) and Federal Consent Decree
3. Existing system description
4. Flow schematic with tributary areas for diversion structures and outfalls for storm, combined, and separate sanitary sewers
5. Smoke and dye testing summary
6. Summary of alternative analysis, green infrastructure analysis, and recommended alternative (include Alternative Analysis TM as an appendix)
7. Risk assessment summary table for design, construction, and operation and maintenance of preferred alternative
8. Suspected environmental issues from desktop evaluation as it relates to recommended alternative. Attach Environmental Desktop Analysis Technical Memorandum in an appendix.
9. Key design criteria for new facilities
10. Overall schematic map(s) for recommended improvements
11. Sewer and manhole rehabilitation recommendations
  - a. Evaluation of the existing combined and sanitary sewer CCTV and Manhole inspections to determine if any sewer and manhole rehabilitations are to be included with the project. This will include coordination with any previous Neighborhood Sewer Rehabilitation and Large Diameter Sewer Rehabilitation.
12. Pavement Evaluation and restoration recommendations.
  - a. Evaluate existing pavement surface and sub-base materials, and associated pavement core information, and evaluate pavement restoration design to be used for final design pavement restoration specifications and drawings. Evaluate potential use of pervious pavement in parking lots and other locations as appropriate and provide recommendations.
13. Potential water main relocations, utility conflicts, and other public infrastructure opportunities
14. Detailed description including maps of ROW acquisition needs
  - a. This includes GIS maps and CAD files. This does not include legal descriptions, title reports, or exhibits prepared by a licensed surveyor.
15. Envision<sup>TM</sup> evaluation

16. Opinion of probable construction costs for recommended alternative, consistent with AACE standards, Class 4 estimates.
17. Summary of recommended alternative with detailed information used for design or to make decisions about changes during construction including:
  - a. Design storm criteria
  - b. Tributary subsystem runoff calculations and factors
  - c. Soils and geotechnical information including infiltration testing and anticipated drain rates of selected green infrastructure alternative(s)
  - d. Storage volumes above and below ground for green infrastructure or CSO storage (if applicable)
  - e. CSO flow and volume contributions by diversion structure and overflow
  - f. Operation and maintenance considerations
  - g. Detailed cost information and assumptions.
18. During 30% design the team will review assumptions, risks, and other items that may impact the proposed implementation of the selected alternative.
19. Public and stakeholder engagement feedback including narrative describing how feedback was considered in the recommendation.

**Task 603 Preliminary Design (30%) Drawings**

The DESIGN PROFESSIONAL shall prepare Preliminary Design (30%) drawing submittal for review by the CITY and SSP Team. Drawings shall at a minimum include the following:

1. Cover Sheet meeting KC Water standards
2. Sheet Layout Map sheet
3. Survey Horizontal and Vertical Control Sheet
4. Demolition Sheets
5. Plan and Profile Sheets
6. Preliminary Design Sheets for Green Infrastructure, community park spaces, open spaces, and landscape design
7. Plan view layouts of key structures

**Task 604 30% Design Workshop**

The CITY and SSP Team will review 30% plans and provide written comments to the DESIGN PROFESSIONAL within 21 days. Within 14 days of receipt of comments the DESIGN PROFESSIONAL shall schedule a workshop to review comments on the BDM and drawings, as well as to discuss issues related to final design of the project. A final electronic copy of the BDM will be prepared incorporating comments received from the CITY and SSP Team.

**Deliverables**

- DRAFT and FINAL electronic copies of Basis of Design Memorandum

- DRAFT and FINAL Preliminary (30%) Design Drawings
- FINAL storm sewer system model

#### **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall 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 unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall 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 shall include, but not limited to:

#### **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 available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- B. Manhole Inspection Data and System Characterized GIS shall be delivered to DESIGN PROFESSIONAL within 30 days of notice to proceed.
- C. CCTV data shall be delivered to DESIGN PROFESSIONAL by thirty (30) days following the Notice to Proceed.
- D. CITY's Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
- E. Evaluate Contractor's performance at key contractual milestones per the City's Water Service 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.

(End of Scope of Services)



**ATTACHMENT B**  
**ELECTRONIC DATA REQUIREMENTS**

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

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

**B. Contract Information Management System - Project Web Requirements**

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

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

**C. Electronic File Requirements – Closeout**

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

**D. Project Management Communications - Construction**

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

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

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

## **E. KC Water Digital Data Submittal Standard**

### **Purpose**

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

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

### **1. Required Submittals Types**

#### **a. Approved for Construction Drawings**

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

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

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

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

**2. Submittal Specifications**

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

**3. Questions/Technical Support**

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

GIS Manager  
Water.GIS@kcmo.org

**4. CAD Layers and Object Data Tables:**

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

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

**ATTACHMENT C**

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



## 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**

### **CREO KC DOCUMENTS**

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



Project Number-81000998  
SSP Stormwater Collection & Green Infrastructure: 37th & Norton

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### **CREO Document Upload:#1**

Subject: CUP/LOI Document Upload | Contract WSD1672  
Initiator: Driskell, Jamie  
Date Created: 01.23.2024 04:41PM  
Department: Water Services

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### **Process Information**

Document Type: CUP/LOI  
Date Submitted: 01.23.2024  
Date Received: 01.23.2024  
Contract Number: WSD1672  
Prime Contractor: CDM SMITH INC  
Amount of Project: 1100000.00  
%MBE 13  
%WBE 13  
%DBE 0

Special Instructions:

# Contractor Utilization Plan Approval Form

Prepared by: J Driskell

**e-Builder users:** Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.

Date: 1/23/24

Contract/Project Number: 81000998 / 1672	Project Name: Stormwater Collection & Green Infrastructure: 37th & Norton
Developer/Prime: CDM Smith	Contact Name: Chris Burns 816-412-3123
Address: 8080 Ward Parkway KCMO 64114	Email: brummerje@cdmsmith.com

**Full Contract Value: \$ 1,100,000.00**

Funding:  City  State  Federal  CO-OP  Grant:  Other:

Project Requirements:  M/WBE  DBE  Section 3  N/A

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 NO: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>13</u> %	MBE: <u>16</u> %
WBE: <u>13</u> %	WBE: <u>27</u> %
Non-certified firms: <u>0</u> %	Non-certified firms: ____%

Contract Type (select one):  Construction  Design-Build  Design Professional  Professional Services  
 General Services  Facilities Maintenance/Repair/Renovation  Concessions  Co-operative  
 Revenue Sharing  Non-Municipal Agency  Other Goods & Services  Other \_\_\_\_\_

Project Manager: Mike Alexander Email: malexander@hgcons.com  
 Additional Information:  
 Project Manager is Mike Alexander. He works for HG Consults 816-895-9133

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

**FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**

**The Contractor Utilization Plan is:**

Approved  Disapproved

16 % MBE 27 % WBE \_\_\_\_\_ % DBE

**The Request for Good Faith Efforts Waiver is:**

Approved  Disapproved  Not Applicable

**Appeal Sent to FICB or Incentive Agency?**  Yes \_\_\_\_\_ FICB \_\_\_\_\_ Incentive Agency  No

CREO Signature: Gabriel Kuer Date: 1/26/2024  
72A9990E20E842D...

**Comments:**





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

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

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

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

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

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

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

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

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



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

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

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

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

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

CREO Form 3  
Rev. 3.22.2023



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

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

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

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

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

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**Inter-Departmental Communication**

Date: January 25, 2024  
To: Council member Kevin O'Neill, Chair, Transportation, Infrastructure & Operations Committee  
From: Jaime Guillen, Director; Civil Rights & Equal Opportunity Department  
Subject: CUP Summary #: 81000998 / 1672

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**CONTRACTOR:** CDM Smith  
Address: 8080 Ward Parkway,  
KCMO 64114  
Contract # & Name: 81000998 / 1672 - Stormwater Collection & Green Infrastructure 37th & Norton  
Contract Amount: \$1,100,000.00  
Contract Type: Design Professional  
MBE Goal: 13%  
WBE Goal: 13%  
Total MBE Achieved: 27.7%  
Total WBE Achieved: 16%

**MBE SUBCONTRACTORS:**

Name: Taliaferro and Browne  
Address: 1020 E. 8<sup>th</sup> Street,  
Kansas City, MO 64106  
Scope of Work; Surveying and preliminary design services  
Subcontract Percentage: \$304,700.00  
Ownership: Hagos Andebrhan  
Structure: African American, Male Code:01



**WBE SUBCONTRACTORS:**

Name: Vireo  
Address: 414 Oak St Suite 101,  
Kansas City, MO 64106  
Scope of Work: Landscape architecture, public involvement and  
concept design of green infrastructure  
Subcontract Percentage: \$102,300.00  
Ownership: Ms. Robin Fordyce  
Structure: Caucasian female Code:27

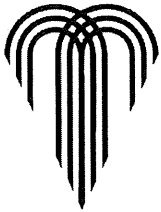
**WBE SUBCONTRACTORS:**

Name: TREKK Design Group LLC  
Address: 1411 E 104 St,  
Kansas City, MO 64131  
Scope of Work: Field investigation of infiltration sources and combined  
sewers  
Subcontract Percentage: \$73,700.00  
Ownership: Kimberly Robinett  
Structure: Caucasian, Female Code: 27

**Comments:**

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# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER



Project Number 1672/81000998

Project Title Stormwater Collection and Green Infrastructure 37th and Norton

KANSAS CITY  
MISSOURI

Stormwater Collection and Green Infrastructure 37th and Norton  
(Department Project)

SmartSewer KCMO  
Department

CDM Smith

(Bidder/Proposer)

STATE OF Missouri )

COUNTY OF Jackson ) ss

I, Chris Burns, of lawful age and upon my oath state as follows:

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

2. The project target goals are 13 % MBE and 13 % WBE.

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

    | **BIDDER/PROPOSER PARTICIPATION:** 27 % MBE 16 %  
    | **WBE**

    | **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ 1,100,000.00

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

Name of M/WBE Firm Taliaferro and Browne

Address 1020 E. 8th Street, Kansas City, MO 64106

Telephone No. 816-283-3456

I.R.S. No. 48-0758891



Name of M/WBE Firm Vireo  
 Address 414 Oak St Suite 101, Kansas City, MO 64106  
 Telephone No. 816-777-3038  
 I.R.S. No. 43-1714841

Name of M/WBE Firm TREKK Design Group LLC  
 Address 1411 E 104 St, Kansas City, MO 64131  
 Telephone No. 816-878-8678  
 I.R.S. No. 43-1953275

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

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

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

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Taliaferro and Browne, Inc	Contractor	\$ 282,951.00	\$ 282,951.00	27.70
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____





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: John Brummer  
 Address: 8080 Ward Parkway, Kansas City, MO 64114  
 Phone Number: 816-412-3123  
 Facsimile number: \_\_\_\_\_  
 E-mail Address: Brummerje@cdmsmith.com

By: *Christy L. Brum*  
 Title: CLIENT SERVICE LEADER  
 Date: 1/23/2024  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 23 day of January, 2024.

My Commission Expires: 9/14/2024 *[Signature]*  
 Notary Public

BLAKE EVANS  
 NOTARY PUBLIC-NOTARY SEAL  
 STATE OF MISSOURI  
 JACKSON COUNTY  
 MY COMMISSION EXPIRES 9/14/2024  
 COMMISSION # 20904593





# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title \_\_\_\_\_  
 Project Location/Number \_\_\_\_\_

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

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

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

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

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_





**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: CDM Smith

*Christopher Evans*  
Signature: Prime Contractor

CHRISTOPHER L. EVANS  
Print Name

CLIENT SERVICE LEADER  
Title

1/23/2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 23 day of Jan, 2024

My Commission Expires: 9/14/2024

*Blake Evans*  
Notary Public

BLAKE EVANS  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 9/14/2024  
COMMISSION # 20904593

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro and Browne, Inc.

*Hagos E. Andebrhan*  
Signature: Subcontractor

HAGOS E. ANDEBRHAN  
Print Name

CEO  
Title

01/23/2024  
Date

State of MISSOURI )  
County of JACKSON )

I, HAGOS E. ANDEBRHAN, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 23rd day of Jan, 2024

My Commission Expires: 03-07-2024

*Eartha J. Taylor*  
Notary Public

STAMP:

EARTHA J. TAYLOR  
Notary Public, Notary Seal  
State of Missouri  
Clay County  
Commission # 92458631  
My Commission Expires 03-07-2026



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Stormwater Collection and GI 37th and Norton

Project Location/Number 1672/810 00 98

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

Landscape architecture, public involvement and concept design of green infrastructure

for an estimated amount of \$ 9<sup>5</sup>, 20<sup>3</sup> (or 9.3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: Vireo

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

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

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

b) Scope of work to be performed \_\_\_\_\_

c) The dollar value of this agreement is: \$ \_\_\_\_\_





**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: CDM Smith

*Christopher L Burus*  
Signature: Prime Contractor

CHRISTOPHER L BURUS  
Print Name

CLIENT SERVICE LEADER  
Title

1/23/2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 23  
day of Jan, 2024

My Commission Expires: 9/14/2024

*Blake Evans*  
Notary Public

STAMP:

BLAKE EVANS  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 9/14/2024  
COMMISSION # 20904593

MWDBE SUBCONTRACTOR BUSINESS NAME: Vireo, LLC

*Robin Fordyce*  
Signature: Subcontractor

Robin Fordyce  
Print Name

Managing Member  
Title

1-22-2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 23<sup>rd</sup>  
day of Jan, 2024

My Commission Expires: Jan. 3, 2026

*Jessica Lee*  
Notary Public

STAMP:

JESSICA LEE  
Notary Public - Notary Seal  
Jackson County - State of Missouri  
Commission Number 22706670  
My Commission Expires Jan 3, 2026



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Stormwater Collection and GI 37th and Norton

Project Location/Number 167 2 /8000998

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

Field Investigation of Infiltration Sources and Combined Sewers

for an estimated amount of \$ 68,243 (or 6.7 % of the total estimated contract value.)

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

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

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: CDM Smith

[Signature]  
Signature: Prime Contractor

CHRISTOPHER L. BROWN  
Print Name

CLIENT SERVICE LEADER  
Title

1/23/2024  
Date

State of Missouri )

County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 23 day of Jan, 2024

My Commission Expires: 9/14/2024 [Signature]  
Notary Public

STAMP:

BLAKE EVANS  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 9/14/2024  
COMMISSION # 20904593

MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group LLC

Kimberly Robinett  
Signature: Subcontractor

Kimberly Robinett  
Print Name

CEO/Managing Member  
Title

1/22/24  
Date

State of Missouri )

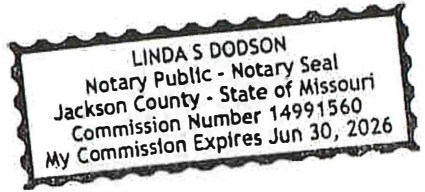
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 18<sup>th</sup> day of Jan, 2024

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

STAMP:



**TIMETABLE FOR MBE/WBE UTILIZATION**

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

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

**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**  
*(Check one only)*

15 days	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>300 days</u>	<i>(Specify)</i>			

Throughout \_\_\_\_\_ Beginning 1/3 \_\_\_\_\_  
 Middle 1/3 \_\_\_\_\_ Final 1/3 \_\_\_\_\_  
 Beginning 1/3 40 % Middle 1/3 40 % Final 1/3 20 %

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

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

  
 (Signature)  
 \_\_\_\_\_  
 Client Service Leader  
 (Position with Firm)  
 \_\_\_\_\_  
 1/22/23  
 (Date)





# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

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

<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 CREO KC recommend or approve: (check appropriate space(s))

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

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

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

**TO**

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

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

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



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

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

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

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

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

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

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

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

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

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

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





## CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

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

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

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

3 (✓) \_\_\_ Prevailing wage does not apply; or

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

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

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

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

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

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

\*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR \_\_\_\_\_

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

Title \_\_\_\_\_

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

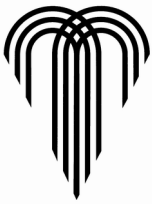
and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

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

My commission expires:

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





# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

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

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

Subcontract with: \_\_\_\_\_, Contractor

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

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

City Certified  MBE  WBE  DBE  NA

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

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

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

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

\_\_\_\_\_  
(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 \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
appeared \_\_\_\_\_, personally known by  
me or otherwise proven to be the person whose name is subscribed on this affidavit and  
who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or  
affirm that the statements made herein are truthful to the best of my knowledge. I am the  
\_\_\_\_\_ (title) of \_\_\_\_\_  
(business entity) and I am duly authorized, directed or empowered to act with full  
authority on behalf of the business entity in making this affidavit.

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

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

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

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

\_\_\_\_\_  
Affiant's signature

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

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

My Commission expires:

**ATTACHMENT H**

Truth-In-Negotiation Certificate

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

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

I, Chris Burns, having full authority to act on behalf of CDM Smith Inc., do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as **37th & Norton Stormwater Collection & Green Infrastructure Improvements (PN 81000998 / CN 1672)**
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.

*Chris Burns*  
Signature of affiant

On this 6th day of June, 2023 before me, Cynthia Elmer, a Notary Public in and for said state, personally appeared ( Chris Burns ), 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.

*Cynthia Diane Elmer*  
Notary Public My commission expires: 12/3/23



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-0497-GAF

STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

I, Chris Burns, having full authority to act on behalf of CDM Smith Inc., do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: <https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>. 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.

*Chris Burns*

Signature of affiant

On this 6th day of June, 2023 before me, Cynthia Elmer, a Notary Public in and for said state, personally appeared ( Chris Burns ), 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.

*Cynthia Diane Elmer*  
Notary Public

My commission expires: 12/3/23



# 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: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

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

# **ATTACHMENT K**

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**Project Number** \_\_\_\_\_  
**Contract Number** \_\_\_\_\_  
**Project Title** \_\_\_\_\_

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

**Design Professional/Contractor:**

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

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

**Instructions to Design Professional/Contractor:**

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

5. Submit Application to: Water Services Department  
 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: \_\_\_\_\_