

**DESIGN PROFESSIONAL SERVICES AGREEMENT  
SMALL LOCAL BUSINESS ENTERPRISE (SLBE-WSDEPS)  
PROJECT NO. 81000717    CONTRACT NO. 1498  
GREEN INFRASTRUCTURE DEMONSTRATION – PHASE II  
OFFICE OF THE CITY MANAGER**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Patti Banks Associates LLC dba Vireo (“Design Professional”). City and Design Professional agree as follows:

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

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

The purpose of this project is to utilize green infrastructure to capture stormwater flows prior to entering the combined sewer system, thereby reducing the volume and frequency of combined sanitary sewer overflows.

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

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

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

**Sec. 3. Term.** Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by

Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is **\$350,000.00**, as follows:
1. **\$175,224.00** for the services performed by Design Professional under this Agreement.
  2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C.
  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 **\$138,743.00**. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
  4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$36,033.00** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
  5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
  6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

**B. Method of Payment.**

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in Attachment A and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its Subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in Attachment A. City, upon approving the invoice, shall remit payment.

**C. Condition Precedent to Payment.**

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

**Office of the City Manager**  
Andy Shively, P.E.  
Special Assistant City Manager  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-0304  
Facsimile: (816) 513-0226  
E-mail address: [andy.shively@kcmo.org](mailto:andy.shively@kcmo.org)

**Design Professional:**

**Patti Banks Associates LLC dba Vireo**

Scott Schulte

929 Walnut, Suite 700

Kansas City, MO 64106

Phone: (816) 756-5690

E-mail address: [scott@bevireo.com](mailto:scott@bevireo.com)

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

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

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

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

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in Attachment D, incorporated into this Agreement.

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

**Attachment A – Scope of Services**

**Attachment B – Electronic Data Requirements**

**Attachment C – Engineering Fee Summary and Schedule of Position Classifications**

**Attachment D – Licensed Geographical Information System Data**

**Attachment E –Employee Eligibility Verification Affidavit**

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

**Attachment G – Affidavit of Compliance with the Federal Consent Decree**

Regarding the City of Kansas City, Missouri Overflow Control  
Plan, Civil Action No. 10-cv-0487-GAF

Federal Consent Decree: an electronic copy of the Consent Decree  
in Civil Action No. 10-cv-00497-GAF is available at the following

web location: [https://www.kcwaterservices.org/wp-  
content/uploads/2013/04/Consent-Decree.pdf](https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf)

**Attachment H – Non-Construction Subcontractors Listing**

**Sec. 10. Subcontracting.** Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction”, contained in **Attachment H.**

**Sec. 11. Subcontractor Participation Reporting.** Design Professional shall report all subcontractor participation on the City’s Human Relations Department’s B2G system. The Design Professional shall also report self-performance of the work in the City’s Human Relations Department’s B2G system. This report shall be submitted monthly.

**Sec. 12. Professional services certification.** Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

**Sec. 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: July 3, 2018

By: *Linda deFlon*

Name: Linda deFlon

Title: Owner

Date: 7/27/18

**KANSAS CITY, MISSOURI**

By: *Andy Shively*

Name: Andy Shively, P.E.

Title: Special Assistant City Manager

Approved as to form

*[Signature]*  
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.

for *Kathryn Beel* 8/1/18  
Director of Finance Date

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

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

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

#### Sec 3. Insurance.

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

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

**a. Severability of Interests Coverage** applying to Additional Insureds

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

**c. No Contractual Liability Limitation** Endorsement

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

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

**Workers Compensation Statutory**  
**Employers Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or by law despite any such forbearance or indulgence.

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

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

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

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

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

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

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

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

being performed in accordance with the intentions of the parties.

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

##### **A. For purposes of this section:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subcontracting as otherwise provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 24. Truth-In-Negotiation Certificate**

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

#### **Section 25. 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**  
**SCOPE OF SERVICES**

DESIGN PROFESSIONAL: Vireo

Owner: City of Kansas City, Missouri (CITY)

Project: Green Infrastructure Demonstration

WSD Contract No.: 1498

WSD Project No.: 81000717

**I. GENERAL**

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL under this Scope of Services. Subsequent paragraphs describe in detail the design professional services to be provided for the construction project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated construction period.

**A. The Project and Background Information**

The CITY is undertaking a green infrastructure demonstration project to assess new techniques and their ability to capture storm flows prior to entering the combined sewer system. The CITY's Long-Term Overflow Control Plan (LTCP) has identified green infrastructure pilot projects within the Combined Sanitary Sewer (CSS) basins. This Project is implementing green infrastructure techniques in CSS basins at the following three (3) locations:

- Kansas City Veteran's Administration Medical Center – 4801 Linwood Boulevard
- Avenue of Life – 5117 East 31<sup>st</sup> Street
- East High School – 1924 Van Brunt Boulevard

The DESIGN PROFESSIONAL has developed construction plans and specifications for the Work associated with the Green Infrastructure Demonstration Project (Project). The CITY is contracting with DESIGN PROFESSIONAL to provide:

1. Bid and construction phase services for all of the work included in the Construction Contract documents.
2. Field representative and engineering office construction phase services for the Work included in the Construction Contract documents.

3. Ongoing construction phase services for the East High Athletic Field, and City requested construction package modifications and support subsequent to completion of the design phase contract.
  4. Project closeout services.
  5. The construction phase services described herein are based on a period of 180 calendar days from the construction Contractors' Notice to Proceed to achievement of substantial completion of the Work by the construction Contractors for the East High School Project and based on a period of 300 calendar days from the construction Contractors' Notice to Proceed to achievement of substantial completion of the Work by the construction Contractors for the Avenues of Life and VA Medical Center Project and 90 calendar days thereafter for final project closeout and project management by DESIGN PROFESSIONAL.
- B. Federal Consent Decree.** The Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Task Series Listing.** This Basic Scope of Services is organized under the following Task Series:
- Task Series 100 – Project Management and Administration
  - Task Series 600 – Construction Office and Field Support Services
  - Task Series 700 – RPR Services
  - Task Series 800 – Project Closeout Services
  - Task Series 900 – Additional Design Services and Support
- D. Follow-On Phases.** At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional construction phase services related to the Project.
- E. 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.
- F. Responsibilities of CITY:**
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 Contractor.
- A. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.

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

1. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.
2. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.
3. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents. DESIGN PROFESSIONAL shall also have authority to require special inspection or testing of the work as provided in the construction contract documents, whether or not the work is fabricated, installed or completed.
4. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
5. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will

generally determine that the results certified indicate compliance with the contract documents.

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

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

## **II. PROJECT MILESTONES**

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

1. Task Series 100 – Project management shall be completed within thirty (30) calendar days of completion of Task Series 800.
2. Task Series 600 - Construction Office and Field Support services shall be completed on or before 300 calendar days after Contractor receipt of Notice to Proceed for the Avenues of Life and VA Medical Center Project, as anticipated to complete construction activities.
3. Task Series 700 – Resident Project Representative Services shall be completed within 300 calendar days after Contractor receipt of Notice to Proceed for the Avenues of Life and VA Medical Center Project.
4. Task Series 800 – Project Closeout shall be completed within sixty (60) calendar days of either the Contractor's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of Contractor's Final Application for Payment, whichever occurs later.
5. Task Series 900 – Additional Design Services and Support shall be completed within one hundred twenty (120) calendar days after receipt of Contractor Notice to Proceed for the Avenues of Life and VA Medical Center Project.

## **III. BASIC SCOPE OF SERVICES**

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL.

## **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. The following management activities described below will be provided by DESIGN PROFESSIONAL.

The Project Management and Administration services are developed based on additional design time frame of four (4) months and total anticipated construction schedule of up to fourteen (14) months. Any changes to this anticipated construction schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

**Task 101 Project Management Services:** DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DESIGN PROFESSIONAL'S scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; submission of a cost-loaded schedule for the work planned; continuous monitoring of DESIGN PROFESSIONAL'S work progress; and quality control of services provided.

**Task 102 Monthly Invoicing and Monthly Status Report:** DESIGN PROFESSIONAL shall prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's project document management system. Labor hours and labor fee for DESIGN PROFESSIONAL and subcontractors shall be itemized by task series on each invoice as follows:

DESIGN PROFESSIONAL shall prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports shall be uploaded to the CITY's Aconex document management system. Project status report shall accompany the monthly invoice submittal. The monthly progress status reports shall document the DESIGN PROFESSIONAL's work progress, the percentage of completed work, the earned value of the completed work, schedule status, and budget status for each Task Series. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion and earned value for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

**Task 103 Subconsultant Agreements and Administration:** Prepare a scope, budget, schedule, and agreement for the DESIGN PROFESSIONAL's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department. Include the monthly M/WBE subcontractor utilization reports with each invoice submitted to CITY.

**Task 104 Document Management:** The DESIGN PROFESSIONAL shall utilize the CITY's Aconex document management system for managing, tracking and storing documents associated with the Projects. Documents will include, but are not limited to, shop drawings, submittal responses between the Contractor, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the Aconex document management system provided by the CITY. DESIGN PROFESSIONAL shall attend training classes provided by the CITY for use of the Aconex system.

### **TASK SERIES 600 – CONSTRUCTION OFFICE & FIELD SUPPORT SERVICES**

To establish the basis for the DESIGN PROFESSIONAL's compensation, Construction Office and Field Support services are based on an anticipated construction schedule of six (6) months for the East High School Project and ten (10) months for the Avenues of Life and VA Medical Center Project. Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

**Task 601 Contractor and Site Owner/Operator Communication:** The DESIGN PROFESSIONAL's project manager and RPR will act as the primary points of contact with the Contractors, and with the site owners and operators as appropriate. All written communication with the Contractors and site representatives, if needed, will be as authorized by the CITY's Project Manager. Any communication between the DESIGN PROFESSIONAL and the Contractors will be copied to the CITY for record. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

**Task 602 Pre-bid Conference and Bid Addenda:** DESIGN PROFESSIONAL will attend a pre-bid meeting for each construction contract (2) and respond to questions on DESIGN PROFESSIONAL's design regarding interpretation of contract drawings, specifications and technical issues. The pre-bid meeting date, time and place will be provided by the CITY.

DESIGN PROFESSIONAL will assist the CITY with interpretation of the Construction Contract Documents and assist in developing addenda (up to three [3]) as may be required during the bid advertisement period to clarify Construction Contract Documents. DESIGN PROFESSIONAL will incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications for DESIGN PROFESSIONAL's design.

**Task 603 Interpretations of Contract Documents:** DESIGN PROFESSIONAL will issue with reasonable promptness written clarifications or interpretations (which may be in the form of

Drawings) of the requirements of the Drawings and Specifications prepared by the DESIGN PROFESSIONAL as DESIGN PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and Contractor. Interpretation of documents prepared by the CITY shall be performed by the DESIGN PROFESSIONAL and submitted to the CITY for review and approval. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications shall be provided to the CITY for review, approval and the DESIGN PROFESSIONAL shall be responsible for distribution of final version by the CITY to the Contractor, DESIGN PROFESSIONAL and RPRs.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum thirty (30) Requests for Interpretation will be completed by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall review and respond to RFI items with reasonable promptness.

**Task 604 Preconstruction Conferences:** DESIGN PROFESSIONAL will facilitate a preconstruction conference for each construction contract (2), with the Contractor, CITY, and RPR. The date, time, and location for the preconstruction conference will be determined and provided by the DESIGN PROFESSIONAL in coordination with the Contractor, and CITY. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal, review, and acceptance of the Contractor's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the Contractor's responsibilities for safety and first aid, and other administrative items; and will address questions. DESIGN PROFESSIONAL will preside over the meeting, will prepare and submit meeting minutes to the CITY for review and approval, and distribute meeting minutes to all parties in attendance of the Preconstruction Conference. The DESIGN PROFESSIONAL will also attend a preconstruction meeting, conducted by other, for the East High Athletic Field construction.

**Task 605 Perform Site Visits:** DESIGN PROFESSIONAL will make site visits as required to review special construction issues and inspections with Contractor and CITY. DESIGN PROFESSIONAL will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. To establish the basis for the DESIGN PROFESSIONAL's compensation, twenty-eight (28) site visits attended by DESIGN PROFESSIONAL are anticipated.

For landscaping components of the project, additional site visits will be necessary to facilitate construction. DESIGN PROFESSIONAL will visit the green infrastructure sites to observe landscape item installations, on-call contractor questions, plant quality and type, grading and bed preparation inspections, and planting inspections. To establish the basis for the DESIGN PROFESSIONAL's compensation, eight (8) site visits attended by the DESIGN PROFESSIONAL are anticipated.

#### **Task 606 Shop Drawings and Data Submittals**

DESIGN PROFESSIONAL will receive, review, and accept shop drawings, samples, and data submitted by the Contractors as required by the Construction Contract Documents. DESIGN

PROFESSIONAL's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DESIGN PROFESSIONAL is not intended to relieve the Contractor from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

Landscape submittals requiring visits to the nursery, sample reviews, or quarry visits will be completed by DESIGN PROFESSIONAL. A maximum of two (2) landscape related site visits will be performed by the DESIGN PROFESSIONAL.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within fourteen (14) calendar days of receipt thereof for final approval.

1. To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of 70 shop drawings at two (2) hours each including resubmittals, are budgeted to be reviewed.

Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from Contractor for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

**Task 607 Attend Progress Meetings:** DESIGN PROFESSIONAL along with the RPR will attend monthly progress meetings and coordination meetings conducted by the Contractor with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The Contractors will be responsible for preparing the agenda and preparing and distributing the meeting notes.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of six (6) monthly progress meetings associated with East High School Project, and ten (10) monthly progress meetings associated with Avenues of Life and VA Medical Center Project, assuming a duration of two (2) hours per meeting plus travel; followed by twelve (12) two (2) hour site visits (one per site). DESIGN PROFESSIONAL shall be limited to 2 people.

**Task 608 Assist in Evaluation Claims and Change Order Requests:** DESIGN PROFESSIONAL will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the Contractor or initiated by DESIGN PROFESSIONAL issuance of request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each

change order request on the Contractor's construction schedule. DESIGN PROFESSIONAL will review change order requests and cost proposals prepared by the Contractor for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each change order request and recommended action by CITY. The DESIGN PROFESSIONAL will negotiate change order requests with Contractor on CITY's behalf for approval by the CITY prior to Contractor's start of work defined in each change order request. If the CITY determines that Contractor must competitively bid certain subcontractor work covered under a change order request, DESIGN PROFESSIONAL will review bids of the Contractor and provide a written recommendation of those bids to the CITY if authorized under Optional Services. DESIGN PROFESSIONAL will prepare for CITY review and execution all change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and Contractor.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of fifteen (15) change orders and associated work change directives have been budgeted for the project. Additional change orders shall be provided as Optional Services.

**Task 609 Substantial Completion Inspection:** The DESIGN PROFESSIONAL shall perform an inspection for each construction contract at substantial completion and prepare a punch list of deficiencies requiring completion or correction. The DESIGN PROFESSIONAL shall submit to the CITY a statement of substantial completion.

**Task 610 Final Completion Inspection:** The DESIGN PROFESSIONAL and RPR shall perform a final inspection for each construction contract of the Work to determine if punch list of deficiencies from Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.

**Task 611 Utility Coordination:** DESIGN PROFESSIONAL will assist CITY and Contractor with coordination of private and public utility conflicts and service interruptions.

**Task 612 Review Contractor's Schedules:** DESIGN PROFESSIONAL will receive, review, and comment on the Contractor's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for each project, and monthly updates of the construction schedule and schedule of submittals.

1. Construction Schedule. Review of Contractor's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the Contractor's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the Contractor's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.

2. **Schedule of Submittals.** Review of Contractor's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. **Schedule of Values.** Review of Contractor's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments, and will not constitute an agreement as to the value of each indicated item.
4. **Schedule of Monthly Payments:** DESIGN PROFESSIONAL'S RPR will receive and review the Contractor's initial schedule of estimated monthly payments and advise CITY as to its acceptability.

CITY shall have final approval authority for all schedules and schedule of values.

**Task 613 Migratory Bird Treaty Act Survey:** DESIGN PROFESSIONAL will provide a qualified biologist to survey site trees prior to initial clearing and grubbing, for the presence of migratory bird nests or bat roosts. In the event that either is observed, DESIGN PROFESSIONAL will recommend modifications to the construction plans and/or schedules to avoid disturbing the observed animals until after the nesting/roosting season.

### **TASK SERIES 700 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

DESIGN PROFESSIONAL shall provide Resident Project Representative (RPR) to provide observation of the construction work associated with the construction Projects as defined in the Construction Contract Documents. DESIGN PROFESSIONAL's RPR shall have his or her own field vehicle, mobile internet, laptop computer, and mobile phone.

The DESIGN PROFESSIONAL's RPRs will observe the Contractor's work and perform the services listed below.

1. **Level of Effort:** To establish basis for DESIGN PROFESSIONAL's compensation, field observation services are based on an anticipated construction schedule of six (6) months for the East High School Project and ten (10) months for the Avenues of Life and VA Medical Center Project. The level effort for Task Series 700 is based on these construction durations and for providing one (1) half-time-equivalent project representative for a maximum of 1,042 hours total. DESIGN PROFESSIONAL shall manage the effort associated with Tasks 703 and 704 so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. **General Responsibilities.** DESIGN PROFESSIONAL's RPR will be on site from the Contractor's mobilization until final completion of the Work or up to the budgeted number of hours indicated herein. The RPR will be responsible for the performance

of site observation and liaison tasks with the Contractor, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work.

**Task 701 Schedules:** RPR shall review the Contractors monthly construction schedule updates as described in Task 612. RPR shall provide comments concerning their acceptability to DESIGN PROFESSIONAL.

**Task 702 Meeting and Conferences:**

1. RPRs will attend the preconstruction conferences.
2. RPRs will attend field coordination meetings, monthly progress meetings, and other meetings with CITY, Contractor, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project. Contractor shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

**Task 703 Liaison**

RPR will serve as DESIGN PROFESSIONAL's and City liaison with Contractors, working principally through Contractor's superintendent to assist Contractor in understanding the intent of the Contract Documents. The RPR will provide the following liaison services:

1. Discuss work activities on site with the Contractors on a daily basis. When the Contractor does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the Contractor does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities and be prepared to report to the CITY by telephone. Awareness of job site activities, at times when the RPR are not on site, is limited to that which is reported to the RPR by the Contractor by telephone.
3. Track the Contractor's progress on a daily basis. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the Contractor's status reports and applications for payment. Track which assets have been replaced or constructed, street address of service laterals replaced, reestablished or rehabilitated, and manholes that have been rehabilitated, constructed or replaced. Record shall include quantities for payment (by asset, monthly totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR may not be observing all of the construction work, he or she will rely upon daily conversations with the Contractor to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings.

4. Provide a monthly summary of work completed by the Contractor in the monthly CPS status report.
5. Witness and document testing performed by the Contractor.
6. Observation and approval of open cut service line repair/replacement will be the CITY's standard method, by the RPR. Construction quantities, addresses, dates, etc., will be tracked by the RPR.
7. Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, dry weather overflows, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
8. RPR shall assist CONTRACTOR with scheduling, planning, and performing water valve test shuts in accordance with the specifications.
9. RPR shall assist City's Project Manager in response to 311 Action Center cases. RPR in coordination with the Contractor shall investigate, document findings, and develop solutions for the case and report back to the City's Project Manager. RPR shall discuss and resolve issues with the public in a professional and customer centric manner, for a maximum of 10 hours.

#### **Task 704 Review of Work, Rejection of Defective Work, Inspections and Testing**

1. RPR will conduct onsite observations of the general progress of the construction Work to assist the DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.
2. RPR shall report to the DESIGN PROFESSIONAL whenever any observed Work is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. RPR will report to DESIGN PROFESSIONAL, who shall report unsatisfactory work to the CITY.
3. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Construction Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.

6. Observe field materials testing services performed by Contractor's quality control and testing laboratory Subcontractor. RPR will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.
7. RPR will verify that tests are conducted as required by the Contract Document and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR are on site.

#### **Task 705 Records**

1. RPR will maintain in orderly files correspondence, reports of job conferences, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.
2. RPR will provide a daily progress report, recording general Contractor hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR are on site, or as indicated by the Contractor when the RPR are not on site.
3. RPR will record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR are on site, or as indicated by the Contractor when the RPR are not on site.
4. RPR will maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the Contractor, and a marked record set of conforming to construction documents will be provided to the CITY.
5. Once every 30 days the RPR shall verify Contractor's marked set of Drawings against its own and report the level of completeness to DESIGN PROFESSIONAL and the CITY's Project Manager.

#### **Task 706 Reports and Document Review**

1. Submit to DESIGN PROFESSIONAL and CITY's Project Manager through the Aconex document management system, the daily reports of RPR observed construction events at the job site, including the following information:

- a. Hours the Contractor worked on the site.
  - b. Review Contractor and Subcontractor personnel on site (Daily Labor Force Report received from Contractor).
  - c. Observed delays and potential causes.
  - d. Weather conditions.
  - e. Data relative to claims for extras or deductions.
  - f. Daily construction activities and condition of the work.
  - g. Observations pertaining to the progress of the Work. Materials received on site.
  - h. Construction issues, and resolutions or proposed resolutions to issues.
2. All reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

**Task 707 Payment Requisitions:** RPR will review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

**Task 708 Substantial Completion Inspection**

1. Before DESIGN PROFESSIONAL conducts Substantial Completion Inspection, and after Contractor certifies project is ready for Substantial Completion, RPR will provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
2. RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY and Contractor. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the Contractor. The punch list will be submitted to the CITY for review and approval before distribution by the CITY.
3. The DESIGN PROFESSIONAL shall provide technical assistance in the identification of project punch-list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work.
4. After all punch-list items are satisfied, DESIGN PROFESSIONAL shall prepare and deliver to CITY a recommended certificate of Achievement of Full Operation that shall establish the date of Achievement of Full Operation. At the time of delivery of the recommended certificate of Achievement of Full Operation, DESIGN PROFESSIONAL will deliver to CITY and Contractor a written recommendation as to division of responsibilities pending final payment between CITY and Contractor with respect to security, operation, safety, protection of the Work, maintenance, heat, utilities, insurance and warranties, and quantities.

**Task 709 Final Completion Inspection**

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY and Contractor. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the Contractor. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.
2. RPR and DESIGN PROFESSIONAL shall verify that all items on the punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.
3. The RPR shall close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL shall review these items with RPR before issuing a statement of final completion to the CITY.

### **TASK SERIES 800 – PROJECT CLOSEOUT**

#### **Task 801 Construction Record Drawings**

1. Upon substantial completion and the Contractor's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the Contractor and the RPR that show changes to original drawings made during construction.
2. DESIGN PROFESSIONAL is not responsible for any errors or omission in the information from others that are incorporated into the record drawings.
3. DESIGN PROFESSIONAL shall provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format for record drawings of the project.

**Task 802 Furnish Contractor's Completion Documents:** DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Review Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Review Shop Drawings and Data Submittals" in the Construction Phase Services task.

**Task 803 Project Closeout Documentation:** The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the construction project and turn over required documents from the RPR to the CITY. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

### **TASK SERIES 900 – ADDITIONAL DESIGN AND SUPPORT SERVICES**

### **Task 901 East High School Athletic Field Support**

DESIGN PROFESSIONAL will respond to requests for information (RFI) and review submittals; provide construction observation (including special inspections of the rain garden retaining wall); attend bi-weekly progress meetings; and coordinate with the City and KCPS staff and design team for the installation of green infrastructure related to the athletic field improvements overseen by KCPS. DESIGN PROFESSIONAL will also perform substantial completion and final completion walk-throughs for the green infrastructure facilities, and will prepare punch list items to be included in KCPS punch lists for both inspections.

Concurrently, DESIGN PROFESSIONAL will direct and oversee students in preparation of a planting plan for the rain garden at East High School, including preparation of guidance to help direct plant selection and placement; will conduct one (1) planning workshop with student groups; will draft the final plan for incorporation into the construction document set; and will make two (2) presentations to students about Green Infrastructure and the proposed East High School improvements. DESIGN PROFESSIONAL will also provide information to KCPS regarding the 3-year establishment period maintenance to allow KCPS students, faculty and staff to assist with maintenance, build it into the curriculum, and plan to assume long-term maintenance responsibility after establishment. If budget and schedule permits, DESIGN PROFESSIONAL will also work with KCPS-recruited student, faculty, and parent volunteers for a maintenance day in 2019.

### **Task 902 Construction Document Revisions**

DESIGN PROFESSIONAL will revise the Construction documents to incorporate direction from WSD and Smart Sewer personnel received after closeout of the design phase contract. Three (3) rounds of revisions to the plans and specifications will be incorporated.

### **Task 903 Operations and Maintenance Manuals**

DESIGN PROFESSIONAL will create an Operations and Maintenance (O&M) Manual for each of the three (3) sites. O&M manuals provide details on care of vegetation during the three (3) year establishment period, general annual maintenance afterward; and routine inspection and maintenance of drainage structures. DESIGN PROFESSIONAL will provide one (1) round of revisions to incorporate CITY comments; and will provide one (1) meeting with maintenance staff for each site to review the requirements.

### **Task 904 Prepare East High School Construction Documents**

DESIGN PROFESSIONAL will prepare a stand-alone construction document package for East High School to allow for the work to be bid separately from the VA and AOL sites. The revisions will include preparation of a cover sheet and needed revisions to plan documents, sequencing and references; and revisions to the specifications tailored to East High School.

### **Task 905 Prepare VA and Avenue of Life Construction Documents**

**DESIGN PROFESSIONAL** will revise plans for Linwood Green Park to incorporate Parks and Recreation Department Federal government requirements for maintenance access, vehicular barriers, and educational signage features at the site, including:

1. Plan revisions to meet Parks and Recreation Department requirements for Linwood Green Park. The revisions will include preparation of a draft plan for additional maintenance vehicle access to the Green Infrastructure features, strategically placed barriers to prevent unauthorized vehicles, and incorporation of an educational sign providing an overview of the features and their purpose and function. **DESIGN PROFESSIONAL** will specify an appropriate off-the-shelf sign and design the setting, and **CITY** will develop the content for the sign.
2. **DESIGN PROFESSIONAL** will provide the draft plan(s) to Parks and Recreation staff for review and comment; and will present the revised plan to the Development Review Committee. One (1) round of minor review comments.

The **DESIGN PROFESSIONAL** will prepare information and presentations and will present the proposed revisions to the Parks and Recreation Development Review Committee, with two (2) personnel attending. One (1) round of revision will be incorporated into final, sealed construction documents. **DESIGN PROFESSIONAL** assumes that the revisions will be minor in nature and will not significantly impact the design or function of the Green Infrastructure features or related structures and hydraulic performance.

3. **DESIGN PROFESSIONAL** will prepare a stand-alone construction document package for the VA and Avenue of Life sites to allow for the work to be bid separately from the East High School site. The revisions will include preparation of a cover sheet and needed revisions to plan documents, sequencing and references; and revisions to the specifications tailored to VA and Avenue of Life.

#### **Task 906 Memoranda of Understanding (MOU) Development Assistance**

**DESIGN PROFESSIONAL** will provide information on proposed Green Infrastructure features and related structures, including descriptions, location, access requirements, and operations and maintenance needs to assist the **CITY** in preparing MOUs with each of the three (3) site owners or operators. **DESIGN PROFESSIONAL** will also prepare figures illustrating the improvements for attachment to the MOUs.

#### **OPTIONAL SERVICES**

Any work requested by the **CITY** that is not specifically stated in the Basic Services listed above will be classified as Optional Services. This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the **CITY**. Compensation for Optional Services shall be as mutually

agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services may include the following:

1. The performance of field testing services. Field testing services is planned to be the responsibility of the Contractor under the Construction Contract Documents.
2. Additional Construction Office & Field Support Services beyond the quantities defined in the Basic Scope of Services.
3. Additional RPR services beyond the quantities defined in the Basic Scope of Services.
4. Additional site visits beyond the quantities defined in the Basic Scope of Services.
5. Additional progress meetings beyond the quantities defined in the Basic Scope of Services.
6. Additional submittal reviews beyond the quantities defined in the Basic Scope of Services.
7. Additional change order review beyond the quantities defined in the Basic Scope of Services.
8. Additional requests for information beyond the quantities defined in the Basic Scope of Services.
9. Survey Services beyond the quantity defined in the Basic Scope of Services.
10. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by Contractor pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY shall reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.
11. Regulatory Coordination: Liaison with Regulatory Agencies.
12. Review and analysis of the Contractor's claims for differing subsurface and physical conditions.
13. Assist CITY with presentation of Institute for Sustainable Infrastructure findings to stakeholders.
14. Evaluations, studies, and reporting of hazardous site conditions.
15. Redesign of the stormwater basins and related systems in Linwood Green Park or the VA Medical Center.

16. Additional revisions to construction documents, including plans and specifications, beyond the quantity defined in the Basic Scope of Services.
17. Additional revisions to the Operations and Maintenance (O&M) Manuals for each of the three (3) sites, beyond the Base Scope of Services.
18. Additional volunteer work days, and/or training of site maintenance personnel.
19. Additional assistance for preparation and negotiation of MOUs beyond the quantity defined in the Basic Scope of Services.
20. Additional presentations to the Development Review Committee, or other CITY or community groups; or preparation of other public education materials.
21. Significant additional site owner or operator construction specifications, design requirements, site access restrictions beyond what is understood at the time of execution.

**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.

**ATTACHMENT C**

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

**Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services**  
**June 22, 2018**

<b>Vireo</b>										
Multiple	Labor Category	Assembly I / Principal / Proj. Mgr. / Assembly II / Associate I / Manager					Sub-Total	Direct Expense	TAB	Total
		Principal I	Proj. Mgr. Assembly II	Assembly II	Associate I / Manager	Assoc. I				
3.04	Direct Labor Rate	\$ 44.00	\$ 40.38	\$ 27.78	\$ 26.42	\$ 19.84				
	Pay Rate	\$ 133.74	\$ 122.76	\$ 84.40	\$ 80.31	\$ 60.83				
<b>100 Project Management and Administration</b>										
101	Project Management Services (2 1/2 hrs. x 12 mo.)		36				\$4,419.52			\$4,419.52
102	Monthly Invoicing and Project Status Reports (same)		36				\$4,419.52			\$4,419.52
103	Subcontract Agreements and Administration		12			18	\$6,085.11	\$0.00	\$0.00	\$11,227.07
104	Document Management (4 hrs./month x 14 months)		52			24	\$1,478.17	\$0.00	\$0.00	\$1,478.17
	Subtotal Hours	0	136	0	42	0	\$12,382.32	\$0.00	\$0.00	\$12,382.32
	Subtotal Cost	\$0.00	\$14,245.95	\$0.00	\$3,373.05	\$0.00	\$17,619.00	\$0.00	\$0.00	\$17,619.00
<b>200 Construction Office &amp; Field Support Services</b>										
201	Contractor Site Orient/Operator Communication		18	40			\$5,348.09	\$10.00	\$7,400.00	\$12,756.09
202	Pre-bid Conference (2 x 2 hours) and Bid Addenda (3)		8	24			\$2,607.83	\$10.00	\$1,082.70	\$4,070.33
203	Interp. of Contract Documents (30 Vireo/10 TB x 2 hrs. ea.)		20	40			\$6,801.15	\$4,488.00	\$0.00	\$11,289.15
204	2 Preconstruction Conferences (4 hrs. x 2 people (Vireo/TB))		8	8			\$978.17	\$15.00	\$1,008.32	\$2,001.49
205	Site Visits (2mo. x 14 mo., avg. x 3 hours ea. + 8 Landscapes)		42	88			\$10,061.10	\$200.00	\$11,416.54	\$22,017.74
206	Shop Drawings and Data Submittals (70 ea./mo x 2 hrs. avg.)		40	100			\$13,390.22	\$0.00	\$0.00	\$26,780.44
207	Monthly Progress Meetings (24 x 4 2-hour site visits)(16 x 4 TAB)		16	88			\$4,732.36	\$200.00	\$6,058.40	\$11,000.76
208	Assist Eval. of Claims and Chg. Order Req. (15)		15	30			\$2,322.48	\$10.00	\$2,332.48	\$4,654.96
209	Substantial Completion Inspection (2 Vireo/2 TAB)		8	18			\$2,322.48	\$10.00	\$2,332.48	\$4,654.96
210	Final Completion Inspection (2 Vireo/2 TAB)		8	18			\$2,322.48	\$10.00	\$2,332.48	\$4,654.96
211	Utility Relocation and Coordination (TAB leads)		12	12	0		\$2,405.90	\$0.00	\$0.00	\$2,405.90
212	Review Contractor's Schedules		12	12			\$2,405.90	\$0.00	\$0.00	\$2,405.90
213	MBTA Survey(s)		8	8			\$988.76	\$0.00	\$0.00	\$988.76
	Subtotal Hours	0	188	400	0	0	\$60,111.00	\$410.00	\$57,745.56	\$118,126.56
	Subtotal Cost	\$0.00	\$23,863.51	\$20,738.88	\$0.00	\$0.00	\$44,602.39	\$410.00	\$45,012.39	\$90,014.78
<b>300 Resident Project Representative Services</b>										
301	Schedules (RPR and ARPR) (24 x 1 hr. ea.)		24	12			\$1,012.76		\$0.00	\$1,012.76
302	Meeting and Conferences (24 x 2 hrs. ea.) (RPR + ARPR)		24	24			\$2,858.52		\$0.00	\$2,858.52
303	Liason (includes 16 hours 311 call support)		248	248			\$20,677.14	\$1,800.00	\$22,477.14	\$43,154.28
304	Review of Defective Work, Inspections and Testing Records		80	80			\$6,088.79	\$0.00	\$0.00	\$6,088.79
305	Reports and Document Review		80	80			\$6,088.79	\$0.00	\$0.00	\$6,088.79
306	Payment Requirements (monthly with overlap, 24 total, RPR + ARPR review and approve)		24	24			\$2,035.52		\$0.00	\$2,035.52
307	Substantial Completion Inspection and Documentation		4	18			\$1,841.40	\$1,000.00	\$2,841.40	\$4,682.80
308	Final Completion Inspection and Documentation		4	18			\$1,841.40	\$1,000.00	\$2,841.40	\$4,682.80
	Subtotal Hours	0	8	817	0	0	\$32,103.88	\$2,800.00	\$34,903.88	\$69,807.76
	Subtotal Cost	\$0.00	\$867.11	\$43,632.99	\$0.00	\$0.00	\$44,500.10	\$2,800.00	\$47,300.10	\$94,600.20
<b>400 Project Closeout</b>										
401	Construction Record Drawings		8	40			\$1,406.78		\$0.00	\$1,406.78
402	Furnish Contractor's Completion Documents		8	40			\$1,406.78		\$0.00	\$1,406.78
403	Project Closeout Documentation		8	18			\$1,951.87		\$0.00	\$1,951.87
	Subtotal Hours	0	24	98	0	0	\$4,765.43	\$0.00	\$0.00	\$4,765.43
	Subtotal Cost	\$0.00	\$2,945.54	\$2,000.00	\$0.00	\$0.00	\$4,945.54	\$0.00	\$0.00	\$4,945.54
<b>500 Additional Design and Support</b>										
501	East High School Athletics Field Support		24	4.25			\$2,946.34	\$0.00	\$0.00	\$2,946.34
501.1	Project and Document Mgmt. (EHS Athletics Field Support)		24	4.25			\$2,946.34	\$0.00	\$0.00	\$2,946.34
501.2	Meetings/ Inspections/Reports/Document Management		24	21.5		17.5	\$6,473.94	\$0.00	\$0.00	\$6,473.94
501.3	Rain Garden Planting Plan Design/Student Support		8	8			\$1,057.29	\$0.00	\$0.00	\$1,057.29
501.4	Substantial Completion/Final Completion Walkthroughs		8	8			\$1,057.29	\$0.00	\$0.00	\$1,057.29
501.5	East High School Record Drawings (Red Lines no Survey)		8	8			\$1,057.29	\$0.00	\$0.00	\$1,057.29
502	Previous Construction Document Reviews (3)		24	0			\$2,946.34	\$0.00	\$0.00	\$2,946.34
503	Operations & Maintenance Manuals (2)		4	24		12	\$3,843.97	\$100.00	\$4,000.00	\$8,000.00
504	Prepare EHS Construction Documents		2	18			\$2,946.34	\$0.00	\$0.00	\$2,946.34
505	Prepare VA/Reverse of Life Construction Documents		2	24			\$2,946.34	\$0.00	\$0.00	\$2,946.34
505.1	Plan Revisions and Interpretive Sign (content by others)		2	24			\$2,946.34	\$0.00	\$0.00	\$2,946.34
505.2	Development Review Committee Review		1	4			\$1,178.54	\$250.00	\$1,428.54	\$2,607.08
505.3	Finalize Plans and Specifications		1	4			\$1,178.54	\$250.00	\$1,428.54	\$2,607.08
506	MOU Development Assistance (VA and Aversus of Life)		24	12			\$3,088.10	\$0.00	\$0.00	\$3,088.10
	Subtotal Hours	8	236.25	178.75	0	29.5	\$44,843.88	\$100.00	\$44,943.88	\$89,787.76
	Subtotal Cost	\$802.47	\$27,880.51	\$14,682.00	\$0.00	\$1,781.17	\$44,246.14	\$100.00	\$44,346.14	\$88,692.28
<b>600 Contingency</b>										
	Subtotal Hours	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL HOURS</b>		<b>8</b>	<b>678</b>	<b>1091</b>	<b>50</b>	<b>126</b>	<b>1848</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,033.04</b>
<b>TOTAL COSTS</b>		<b>\$802.47</b>	<b>\$70,743.51</b>	<b>\$25,650.88</b>	<b>\$4,917.00</b>	<b>\$7,607.17</b>	<b>\$176,224.24</b>	<b>\$3,900.00</b>	<b>\$135,146.56</b>	<b>\$349,868.85</b>

Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services  
 June 22, 2016

Multiplier	Labor Category	Eng VI	ENG VI	Eng V	Eng III	Admin	Tech W	Principal	Sub-Total	Direct Expense	Total
		3.04									
	Fixed Labor Rate	\$ 49.00	\$ 51.00	\$ 44.00	\$ 37.00	\$ 21.00	\$ 27.00	\$ 63.00			
	Pay Rate	\$ 148.92	\$ 124.84	\$ 110.88	\$ 97.25	\$ 63.84	\$ 82.84	\$ 191.52			
101	Project Administration and Administration										
102	Project Management Services (2 hr mo. x 18 mo.)								\$0.00		\$0.00
103	Monthly Issuing and Project Status Reports (same)	30							\$4,962.58		\$4,962.58
104	Subcontract Agreements and Administration								\$0.00		\$0.00
	Document Management (4 hrs./month x 18 months)								\$0.00		\$0.00
	Subtotal Hours	30	0	0	0	0	0	0	30		30
	Subtotal Cost	\$5,262.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,262.58	\$0.00	\$5,262.58
200	Construction Office & Field Support Services										
201	Contractor Site Check/Operator Communication	48							\$7,136.28	\$250.00	\$7,400.00
202	Pre-bid Conference (2 x 2 hours) and Bid Address (1)	7							\$1,042.72	\$10.00	\$1,052.72
203	Interp. of Contract Documents (20 View/15 TR x 3 hrs. ea.)	30							\$4,468.80		\$4,468.80
204	2 Preconstruction Conferences (4 hrs. x 2 people View/TR)	8							\$1,008.00	\$50.00	\$1,058.00
205	Site Visits (2 hrs. x 14 mo.) avg. x 3 hours ea. + 6 Landscapes	42		0					\$12,816.00	\$300.00	\$13,116.00
206	Shop Drawings and Data Submittals (70 ea. 5hr x 2 hrs. avg.)	140		42					\$17,500.00	\$100.00	\$17,600.00
207	Monthly Progress Meetings (24 x 4 2-hour site visits)(18 = 4 T&E)	40	84						\$2,856.00	\$900.00	\$3,756.00
208	Assist Encl. of Claims and Chg. Order Res. (15)	20							\$2,878.20	\$100.00	\$2,978.20
208.1	ENV										
208.2	VA and Avenue of Life										
209	Subcontract Completion Inspection (2 View/2 TR)	8							\$1,191.84	\$100.00	\$1,291.84
210	Final Completion Inspection (2 View/2 TR)	8							\$1,191.84	\$100.00	\$1,291.84
211	Utility Relocation and Coordination (TR leads)	8							\$1,191.84	\$100.00	\$1,291.84
212	Review Contractor's Schedule	8							\$1,191.84		\$1,191.84
	Subtotal Hours	230	84	42	0	0	0	0	888.72		888.72
	Subtotal Cost	\$20,811.44	\$10,488.76	\$5,734.40	\$0.00	\$0.00	\$0.00	\$0.00	\$35,835.60	\$1,410.00	\$37,245.60
300	Finalized Project Documentation Services										
301	Schedules (RFP and A/RFP) (24 x 1 hrs. ea.)						11		\$884.28		\$884.28
302	Meeting and Conference (24 x 2 hrs. ea.) (RFP + A/RFP)						24		\$1,688.16		\$1,688.16
303	Lesson (includes 10 hours 311 call support)						248		\$20,298.00		\$20,298.00
304	Review of Defective Work, Inspections and Testing						80		\$4,870.40	\$1,000.00	\$5,870.40
305	Reports and Document Review						80		\$4,870.40		\$4,870.40
306	Payment Requirements (monthly with overlap, 24 total, RFP + A/RFP) (review and approve)						80		\$4,870.40		\$4,870.40
307	Subcontract Completion Inspection and Documentation						24		\$1,688.16		\$1,688.16
308	Final Completion Inspection and Documentation						18		\$1,352.44		\$1,352.44
	Subtotal Hours	0	0	0	0	0	247	0	217		217
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,878.28	\$0.00	\$48,835.72	\$1,400.00	\$50,235.72
400	Project Closeout										
401	Construction Record Drawings	8					84		\$7,981.12		\$7,981.12
402	Contractor's Completion Documents						0		\$0.00		\$0.00
403	Project Closeout Documentation	8					84		\$0.00		\$0.00
	Subtotal Hours	8	0	0	0	0	84	0	80		80
	Subtotal Cost	\$1,191.84	\$0.00	\$0.00	\$0.00	\$0.00	\$4,501.76	\$0.00	\$5,693.60	\$0.00	\$5,693.60
500	Additional Design and Support										
501	East High School Above Field Support										
501.2	Meetings/Inspections/Reports/Document Management	11	11	3.8			3.5		\$9,546.30		\$9,546.30
501.3	Rain Garden Planting Plan Design/Student Support								\$0.00		\$0.00
501.4	Substantial Completion/Final Completion Walkthroughs	8		8					\$2,378.28		\$2,378.28
501.5	East High School Record Drawings (Plot Lines no Survey)	4		8					\$1,463.24		\$1,463.24
502	Previous Construction Document Revisions (2)	4		8					\$0.00		\$0.00
503	Operations & Maintenance Manuals (2)	4		8					\$1,894.52		\$1,894.52
504	Prepare (2) Construction Documents	4		8					\$2,384.00		\$2,384.00
505	Plan Revisions and Interpretive Sign (submitted by others)	4		8			24		\$2,384.00		\$2,384.00
505.1	Development Review Consultant Review						24		\$2,384.00		\$2,384.00
505.2	Finalize Plans and Specifications						4		\$0.00		\$0.00
506	MOU Development Assistance (VA and Avenue of Life)	2		4					\$478.28		\$478.28
	Subtotal Hours	70	11	30.6	0	0	68.8	0	171		171
	Subtotal Cost	\$11,707.84	\$1,471.04	\$2,629.44	\$0.00	\$0.00	\$4,587.62	\$0.00	\$20,395.90	\$0.00	\$20,395.90
600	Contingency										
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL HOURS	362	88	122	0	0	837	0	1215		1215
	TOTAL COSTS	\$81	\$113,974	\$3,270	\$0	\$0	\$113,974	\$0	\$113,974	\$1,410	\$115,384

**ATTACHMENT C**

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

**Vireo**

<b>Classification</b>	<b>Salary/Hr.*</b>
Principal	\$44.00 - \$65.00
Associate IV	\$31.00 - \$41.00
Associate III	\$24.00 - \$34.00
Associate II	\$20.00 - \$30.00
Associate I	\$18.00 - \$25.00
Technician I	\$15.00 - \$20.00
* The upper end of each range includes a 4% escalation to account for future raise cycle	

## ATTACHMENT D

### CITY - LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

**Grant of License.** CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

**License Materials.** The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City ("Licensed Materials").

**Use of Licensed Materials.** Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

**Transfer of Licensed Materials.** This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

**Data.** The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

**Title.** The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

**Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

**Access to Materials.** Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

**Updated Material and Modifications.** CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

**Data Contents.** The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

**Waiver.** The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

**Modifications.** Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

**ATTACHMENT E**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF Missouri )  
 )  
COUNTY OF Jackson ) ss

On this 9<sup>th</sup> day of July, 2018, before me appeared Linda deFion, 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 Owner (title) of Patti Banks Associates LLC dba Vreo (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.

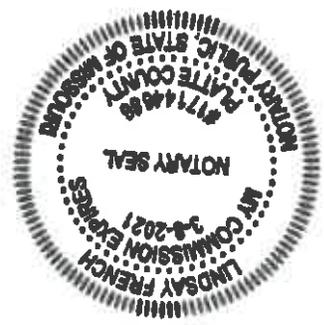
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Linda deFlon  
Affiant's signature

Subscribed and sworn to before me this 9<sup>th</sup> day of July, 2018.

Lindsay French  
Notary Public

My Commission expires: 3/8/2021



**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Patti Banks Associates (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 620725

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Patti Banks Associates**

**Linda deFlon**

Name (Please Type or Print)

Title

**Electronically Signed**

11/29/2012

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

11/29/2012

Signature

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: **Patti Banks Associates**

Company Facility Address: **929 Walnut Street, Suite 700**

**Kansas City, MO 64106**

Company Alternate  
Address:

County or Parish: **JACKSON**

Employer Identification  
Number: **431714841**

**ATTACHMENT F**

**Truth-In-Negotiation Certificate**

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

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

STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

I, Linda deFlon, having full authority to act on behalf of Patti Banks Associates LLC dba Vreo, do solemnly swear under oath to the following:

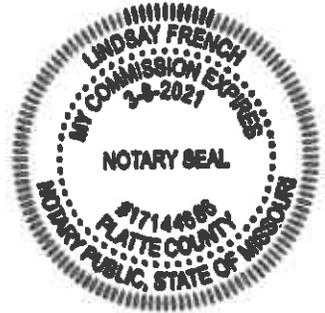
1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Green Infrastructure Demonstration Phase II.
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.



Signature of affiant

On this 9<sup>th</sup> day of July, 2018 before me, Lindsay French, a Notary Public in and for said state, personally appeared ( Linda deFlon ), 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.

Lindsay French  
Notary Public



My commission expires: 3/8/2021

**Attachment G**

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

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

STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

I, Linda deFlon, having full authority to act on behalf of Patti Banks Associates LLC dba Vireo, do solemnly swear under oath to the following:

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

Linda deFlon

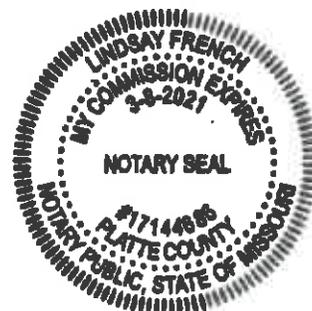
Signature of affiant

On this 9<sup>th</sup> day of July, 2018 before me, Lindsay French, a Notary Public in and for said state, personally appeared ( Linda deFlon ), 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.

Lindsay French

Notary Public

My commission expires: 3/8/2021



# ATTACHMENT H

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Talafiero &amp; Browne</u> Email: <u>Richard Montgomery</u> <u>montgomery@tb-engr.com</u>	Address: <u>1020 East 8th Street</u> <u>Kansas City, MO 64106</u> Phone: <u>(816) 283-3456</u> 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: _____

<b>Contractor – Company Name:</b>	<u>Pattl Banks Associates LLC dba Vireo</u>
<b>Submitted By:</b>	<u>Linda deFlon</u>
<b>Title:</b>	<u>Owner</u>
<b>Telephone No.:</b>	<u>(816) 756-5690</u>
<b>Fax No.:</b>	<u>(816) 756-1606</u>
<b>E-mail:</b>	<u>linda@bevireo.com</u>
<b>Date:</b>	<u>July 3, 2018</u>

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***PATTI BANKS ASSOCIATES, L.L.C.***  
***LC0004122***

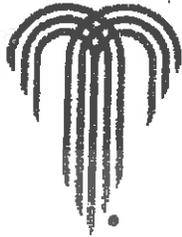
was created under the laws of this State on the 30th day of June, 1995, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of May, 2018.

  
Secretary of State



Certification Number: CERT-05012018-0061



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
kcmo.gov/kctax

PATTI BANKS ASSOCIATES LLC  
929 WALNUT ST STE 700  
KANSAS CITY MO 64106-2047

00052



Letter Id: L1885572352  
Date: 08-May-2018  
Taxpayer Id: \*\*.\*4841



## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that PATTI BANKS ASSOCIATES LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Marl Ruck  
Commissioner of Revenue



01110

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



ORDINANCE NO. 180346

Authorizing a \$350,000.00 Design Professional Services contract with Patti Banks Associates LLC dba Vireo for the Green Infrastructure Demonstration – Phase II (SLBE-WSDEPS) project; and recognizing this ordinance as having an accelerated effective date.

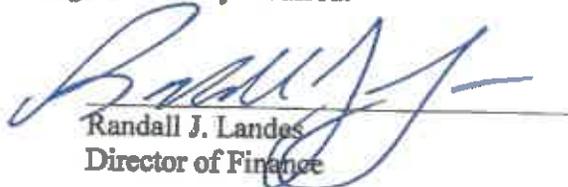
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Office of the City Manager is authorized to execute Contract No. 1498 in the amount of \$350,000.00 with Patti Banks Associates LLC dba Vireo for the Green Infrastructure Demonstration – Phase II (SLBE-WSDEPS) project, Project No. 81000717. A copy of this contract is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$350,000.00, from Account No. 19-8110-807769-B-611040-81000717, Overflow Control Program, to satisfy the cost of this contract.

Section 3. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

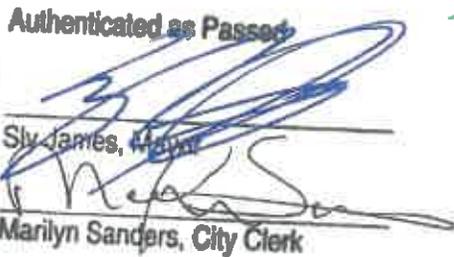
I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the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

  
Randall J. Landes  
Director of Finance

Approved as to form and legality:

  
Mark P. Jones  
Assistant City Attorney



Authenticated as Passed  
  
Sly James, Mayor  
  
Marilyn Sanders, City Clerk

MAY 10 2018  
Date Passed

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 1**  
**CONTRACT NO. 1498    PROJECT NO. ~~81000717~~ 620810004**  
**GREEN INFRASTRUCTURE DEMONSTRATION-PHASE II**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates LLC dba Vireo (Design Professional). The parties amend the Agreement entered into on August 1, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 1, 2018 in the amount of \$350,000.00 and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$120,000.00, to amend the total contract amount to \$470,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1 Amendment, City and Design Professional agree as follows:

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

- A. Delete Section 4, Subparagraph A, 1, 3, and 4 and replace with the following Section 4, Subparagraph A, 1, 3 and 4:
  - a. Delete Sec. 4, Subparagraph A and replace with the following Sec. 4, Subparagraph A: The maximum amount that City shall pay Design Professional under this Agreement is \$470,000.00 as follows:
  - b. Delete Sec. 4, Subparagraph 1 and replace with the following Sec. 4, Subparagraph 1: \$239,307.00 for the services preformed by Design Professional under this Agreement.
  - c. Delete Sec. 4, Subparagraph 3 and replace with the following Sec. 4, Subparagraph 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 \$159,660. The following are the reimbursable expenses that City has approved; Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

- d. Delete Sec. 4, Subparagraph 4 and replace with the following Sec. 4, Subparagraph 4: Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of ~~\$71,033.00~~ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to preform 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 the performed and a maximum billing limit for compensation that has been mutually agreed upon.
- B. Add Attachment C1-Engineering Fee Summary and Schedule of Position Classifications to Attachment C-Engineering Fee Summary and Schedule of Position Classification, attached herein.
  - C. Delete Attachment A, Section II-Project Milestones, Paragraph A, parts 1-4, and replace with the following:
    1. Task Series 100 – Project management shall be completed by 3/30/2021.
    2. Task Series 600 – Construction Office and Field Support services shall be completed by 12/31/2020 for the Avenues of Life and VA Medical Center Projects, as anticipated to complete construction activities.
    3. Task Series 700 – Resident Project Representative Services shall be completed by 12/31/2020 for the Avenues of Life and VA Medical Center Project.
    4. Task Series 800 – Project Closeout shall be completed by 2/28/2021.

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

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

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

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

**DESIGN PROFESSIONAL**

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

Date: September 8, 2020

By: Linda deFlon

Title: Owner

**KANSAS CITY, MISSOURI**

Date: 9/21/2020

By: Terry Leeds

*for* Name: Terry Leeds

Title: Director, Water Services Department

Approved as to form:

[Signature]  
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.

*for* [Signature]  
Director of Finance

9-28-2020  
(Date)



# Attachment C1

Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services  
July 14, 2020

- Amendment No. 1

Taliaferro & Browne		Eng VII	ENG VI	Eng V	Eng III	Admin	Tech VI	Project	Sub-Total	Direct Expense	Total
Labor Category											
Multiplier	Direct Labor Rate	\$ 80.00	\$ 41.00	\$ 36.50	\$ 32.00	\$ 21.00	\$ 27.25	\$ 63.00			
1.25	Pay Rate	\$ 100.00	\$ 51.25	\$ 45.63	\$ 40.00	\$ 26.25	\$ 34.06	\$ 78.75			
<b>100 Project Administration and Administration</b>											
101	Project Management Services (2 hr./mo. x 18 mos.)								\$1,080		\$1,080
102	Monthly Invoicing and Project Status Reports (same)								\$0.00		\$0.00
103	Subcontractor Agreements and Administration								\$0.00		\$0.00
104	Document Management (8 hrs./month x 18 months)								\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,080	\$0.00	\$1,080
<b>600 Construction Office &amp; Field Support Services</b>											
601	Contractor Site Owner/Operator Communication						64		\$7,344.00		\$7,344.00
602	Project Conferences (2 x 2 hours) and Site Address (3)								\$0.00		\$0.00
603	Review of Contract Documents								\$0.00		\$0.00
604	2 Reconstruction Conferences (4 hrs. x 2 people (Virt/TB))								\$0.00		\$0.00
605.4	Site Visits (1/AM/TL)	34							\$1,578.04	\$75.00	\$1,653.04
605	Shop Drawings and Data Submittals	34							\$9,678.04		\$9,678.04
607	Monthly Progress Meetings	6							\$1,101.00		\$1,101.00
608	Request List of Claims and Chg. Order Requests	12							\$1,787.52		\$1,787.52
609	Substantial Completion Inspection (2 Visits/2 TBs)	0							\$0.00		\$0.00
610	Final Completion Inspection (2 Visits/2 TBs)	0							\$0.00		\$0.00
611	Utility Relocation and Construction (TSS Work)								\$0.00		\$0.00
612	Review Contractors Schedules								\$0.00		\$0.00
	Subtotal Hours	88	0	0	0	0	64	0	182		182
	Subtotal Cost	\$10,108.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,701.52	\$0.00	\$18,819.52	\$75.00	\$18,894.52
<b>700 Resident Project Representative Services</b>											
701	Schedule (RPR and ANPR) (24 x 1 hrs. ea)								\$0.00		\$0.00
702	Meeting and Conferences (24 x 2 hrs. ea) (RPR + ANPR)								\$0.00		\$0.00
703	Review of Defective Work, Inspections and Testing								\$0.00		\$0.00
704	Records								\$0.00		\$0.00
705	Reports and Document Review								\$0.00		\$0.00
706	Permit Regulations (monthly with overlap, 24 total, RPR + ANPR review and approve)								\$0.00		\$0.00
707	Substantial Completion Inspection and Documentation								\$0.00		\$0.00
708	Final Completion Inspection and Documentation								\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>800 Project Closeout</b>											
801	Contractor Record Drawings								\$0.00		\$0.00
802	Furnish Contractor's Completion Documents								\$0.00		\$0.00
803	Project Closeout Documentation								\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>900 Additional Design and Support</b>											
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Optional Services</b>											
	Contingency								\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL HOURS</b>		<b>88</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>182</b>		<b>182</b>
<b>NEW AMENDMENT NO. 1 - TOTAL COST</b>									<b>\$20,118,208</b>	<b>\$75</b>	<b>\$20,118,283</b>
<b>ORIGINAL CONTRACT</b>											<b>\$138,184</b>
<b>TOTAL CONTRACT</b>											<b>\$20,256,467</b>

**ATTACHMENT C1**

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

**Vireo**

<b>Classification</b>	<b>Salary/Hr.*</b>
Principal	\$44.00 - \$65.00
Associate IV	\$31.00 - \$45.00
Associate III	\$24.00 - \$34.00
Associate II	\$20.00 - \$30.00
Associate I	\$18.00 - \$25.00
Technician I	\$15.00 - \$20.00
* The upper end of each range includes a 4% escalation to account for future raise cycle	

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 2**  
**CONTRACT NO. 1498      PROJECT NO. 81000717**  
**GREEN INFRASTRUCTURE DEMONSTRATION – PHASE II**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates LLC dba Vireo (Design Professional). The parties amend the Agreement entered into on August 1, 2018 as follows:

WHEREAS, City has previously entered into a contract dated August 1, 2018 in the amount of \$350,000.00; and

WHEREAS, City has previously entered into Amendment No. 1 dated September 28, 2020 in the amount of \$120,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$67,500.00, to amend the total contract amount to \$537,500.00 and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2 Amendment, City and Design Professional agree as follows:

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

A. Add the following section(s):

a. **Sec. I. GENERAL**, Paragraph C. Task Series Listing, Subparagraph Task Series Listing 605 – Construction Office and Field Support Services;

c. **Section III. BASIC SCOPE OF SERVICES**, Subparagraph **Task 605.1/605.2 Construction Office & Field Support Services**: Maintenance Period Walkthrough: One walkthrough per calendar year for each project throughout the maintenance period shall be completed by the DESIGN PROFESSIONAL to identify any plants that are not meeting requirements of the contract. The DESIGN PROFESSIONAL shall record plants requiring removal and replacement and shall provide CITY a plant warranty punch list identifying plants requiring removal and replacement within the contract specified planting windows. Plan shall include identified plants and species for CONTRACTOR removal and replacement. Plan shall be delivered in PDF format.

Warranty Review and Resolution Meeting with Contractor: CITY and DESIGN PROFESSIONAL shall meet with CONTRACTOR to review plant warranty punch list and discuss plan and schedule of resolution.

DESIGN PROFESSIONAL shall perform a planting walkthrough to validate the warranty punch list was completed. The DESIGN PROFESSIONAL shall provide an update of the PDF plan sheets for any remaining plants still requiring removal and replacement.

b. Sec. 8. Responsibilities of City., Subparagraph F:

Evaluate Contractor's performance at key contractual milestones per the City's Water Services Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

a. Delete Attachment C1-Engineering Fee Summary and Schedule of Position Classifications, and replace with Attachment C1-Engineering Fee Summary and Schedule of Position Classifications, attached herein;

b. Delete Sec. 4. Compensation and Reimbursables, Subparagraphs A, 1, 3, and 4 and replace with the following Sec. 4. Compensation and Reimbursables, Subparagraphs A, 1, 3 and 4, as follows:

A. The maximum amount that the City shall pay Design Professional under this Agreement is \$537,500.00 as follows:

1. \$296,026.00 for the services performed by Design Professional under this Agreement.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$241,474.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$0.00** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

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

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

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

**DESIGN PROFESSIONAL**

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

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

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

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

**KANSAS CITY, MISSOURI**

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

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

Name: D. Matt Bond, P.E.

Title: Deputy Director  
Water Services Department

Approved as to form:

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

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

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

# Attachment C-1

## Proposed Fee Detail - Green Infrastructure Demonstration Adaptive Management Services

## - CPS Amendment 2

October 4, 2021

Revised October 18, 2021

<b>Vireo</b>											
Multiplier	Labor Category	Principal I					Sub-Total	Direct Expense	T&B	Total	Comments
		Proj. Mgr. Associate IV	Associate III	Associate II / Financial Manager	Assoc. I	Principal I					
	Direct Labor Rate	\$ 45.67	\$ 40.38	\$ 30.35	\$ 29.01	\$ 21.39					
3.04	Pay Rate	\$ 138.84	\$ 122.76	\$ 92.26	\$ 88.19	\$ 65.03					
<b>100</b>	<b>Project Management and Administration</b>	<b>6/1/2021 to 12/31/2021</b>									
101	Project Management Services (2 hr./mo. x 7 mo.)		14				\$1,718.70		\$0.00	\$1,718.70	
102	Monthly Invoicing and Project Status Reports (1.33 hr. x 7)		10				\$1,227.64		\$0.00	\$1,227.64	
103	Subconsultant Agreements and Administration		4				\$491.06		\$0.00	\$491.06	
104	Document Management (4 hrs./month x 6 months)		0				\$0.00		\$0.00	\$0.00	
	Subtotal Hours	0	28	0	0	0	28				
	Subtotal Cost	\$0.00	\$3,437.40	\$0.00	\$0.00	\$0.00	\$3,437.40	\$0.00	\$0.00	\$3,437.40	
<b>600</b>	<b>Field Support Services</b>										
601	Contractor Site Owner/Operator Communication		32				\$3,928.46		\$0.00	\$3,928.46	1 hr/week x 32 weeks
603	Interp. of Contract Documents/Adaptive management plans (2)		32				\$3,928.46		\$0.00	\$3,928.46	16 hrs ea.: O&M and Fall Reseeding Plans
605.1	Fall EHS 2022 and 2023, Spring 2024 Evaluation and Report		40				\$4,910.57	\$89.00	\$0.00	\$4,999.57	EHS annual assessment, rpt. & meeting
605.2	Site Visits and Progress Inspects. (4 hr./week + 4 hr./mo.)		144				\$17,678.06	\$200.00	\$5,447.56	\$23,325.62	4 hrs./week + monthly progress meeting
	Fall 2021 Replacement Plantings and Reseeding Observation		48				\$5,892.69	\$54.00	\$0.00	\$5,946.69	Observe and count plantings; overseeding.
	Fall 2022 and 2023, Spring 2024 Eval., Rep./Overseed, + Rpt.		100				\$12,276.43	\$224.00	\$0.00	\$12,500.43	Observe and count plantings; overseeding.
606	Shop Drawings and Submittals (structures, seeding/vegetation)		16				\$1,964.23		\$3,575.04	\$5,539.27	Review seed/Erosion/structure submittals
608	Assist Eval. of Claims and Chg. Order Requests		16				\$1,964.23		\$1,191.68	\$3,155.91	Review plant orders and delivery tickets
	Subtotal Hours	0	428	0	0	0	428				
	Subtotal Cost	\$0.00	\$52,543.13	\$0.00	\$0.00	\$0.00	\$52,543.13	\$567.00	\$10,214.28	\$63,324.41	
<b>700</b>	<b>Resident Project Representative Services</b>										
	Subtotal Hours	0	0	0	0	0	0				
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>800</b>	<b>Project Closeout</b>										
801	Construction Record Drawings			8			\$738.11		\$0.00	\$738.11	Fall as-built planting plan update
802	Furnish Contractor's Completion Documents						\$0.00		\$0.00	\$0.00	
803	Project Closeout Documentation						\$0.00		\$0.00	\$0.00	
	Subtotal Hours	0	0	8	0	0	8				
	Subtotal Cost	\$0.00	\$0.00	\$738.11	\$0.00	\$0.00	\$738.11	\$0.00	\$0.00	\$738.11	
<b>900</b>	<b>Additional Design and Support</b>	<b>Phase Complete</b>									
	Subtotal Hours	0	0	0	0	0	0				
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Optional Services</b>									\$0.00	
	Subtotal Hours	0	0	0	0	0	0				
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>TOTAL HOURS</b>		<b>0</b>	<b>456</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>464</b>				
<b>AMENDMENT 2 - TOTAL COSTS</b>		<b>\$0</b>	<b>\$55,981</b>	<b>\$738</b>	<b>\$0</b>	<b>\$0</b>	<b>\$56,719</b>	<b>\$567</b>	<b>\$10,214</b>	<b>\$67,500</b>	
<b>AUTHORIZED AMOUNT* [*Including O.S. #6]</b>										<b>\$470,000</b>	
<b>TOTAL CONTRACT</b>										<b>\$537,500</b>	

**ATTACHMENT C-1**

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

**Vireo**

<b>Classification</b>	<b>Salary/Hr.*</b>
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* The upper end of each range includes a 4% escalation to account for future raise cycle	

DRAFT