

DESIGN PROFESSIONAL SERVICES AGREEMENT
SMALL LOCAL BUSINESS ENTERPRISE (SLBE-WSDEPS) PROJECT
PROJECT NO. 81000638 CONTRACT NO. 1516
FOR BASELINE IMPROVEMENTS: TOWN FORK CREEK
OFFICE OF THE CITY MANAGER

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

The City of Kansas City, Missouri is undertaking a project to inspect the existing 27 diversion structures, 14 outfalls and associated sewers and piping in and around Highway 71 and Town Fork Creek to minimize inefficiencies within the system. The Design Professional shall recommend improvement alternatives for the problematic areas and provide an opinion of probable construction costs required to address deficient drainage structures and surface features.

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 \$210,000.00, as follows:

1. \$92,649.26 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C.
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 \$97,350.74. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of twenty thousand dollars and no cents (\$20,000.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be

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

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
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, 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. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0304

Facsimile: (816) 513-0226

E-mail address: andy.shively@kcmo.org

Design Professional:

Hg Consult, Inc.

Earl Harrison, Jr., P.E.

President

9111 N.E. 79th Street

Kansas City, MO 64158

Phone: (816) 256-5153

E-mail address: eharrison@hgcons.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>

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: 7/14/19

By: 

Name: Earl Harrison Jr.

Title: President

KANSAS CITY, MISSOURI

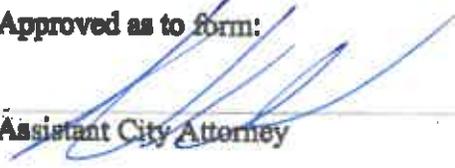
Date: 7/26/19

By: 

Name: Andy Shivel, P.E.

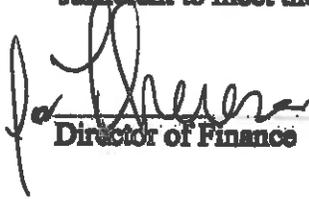
Title: Special Assistant City Manager

Approved as to form:


Assistant City Attorney

Date

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

 8-5-19
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 subjectiveA discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

contract, or at any point during the term of the Contract if requested by City.

Sec. 24. Quality Services Assurance Act. Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Section 25. Truth-In-Negotiation Certificate

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

Section 26. Consent Decree Project

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

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

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

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

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: Hg Consult, Inc.
Owner: City of Kansas City, Missouri
Project: Baseline Improvements: Town Fork Creek
Project Number: 81000838
Contract Number: 1516

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the evaluation of the diversion structures and associated piping in the Town Fork Creek Basin in Kansas City, Missouri.

- A. **The Project.** The City of Kansas City (CITY), Missouri intends to optimize the combined sewer diversion structures, outfalls, and associated piping in the Town Fork Creek Basin. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. **Federal Consent Decree.** Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. **Background Information.** The City is undertaking the Project as mandated by the Federal Consent Decree to evaluate and prepare conceptual design for optimization of diversion structures and associated piping in the Town Fork Creek Basin. The project boundaries are generally 55th Street to the north, 77th Street to the south, Swope Parkway to the east, and Ward Parkway to the west.
- D. **Follow-On Phases.** At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide preliminary design, final design, bid phase, and construction phase services.
- E. **General Description of Activities.** The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

Performance of professional engineering services necessary to develop conceptual design for the optimization of diversion structures and associated sewers located in the Town Fork Creek Basin. Requested services include field investigation, diversion structure surface and internal inspections, conditions assessment, routing investigations of existing pipe connectivity which may require smoke and dyed water testing, partial system characterization including review of CITY provided GIS, flow metering data and CCTV data; stormwater evaluation related to drainage in and around Highway 71; coordination with CITY departments; coordination with SSP Green Infrastructure future

projects; preparation of concept alternatives analysis and opinion of probable construction costs.

F. Project Needs/Goals

1. Determine deficient drainage structures and surface features that contribute to drainage problems in and around Highway 71 and Town Fork Creek.
2. A detailed analysis of fourteen (14) existing outfalls, twenty-seven (27) diversion structures and associated sewers in the three (3) specified areas to minimize inefficiencies in the system.
3. Field investigation of existing outfalls and diversion structures to evaluate needs for improvement in the specified areas and to verify connectivity of the system.
4. Recommended improvement alternatives for three (3) specified areas, opinion of probable construction costs required to address deficiencies identified above for the Town Fork Creek Basin.
5. Conceptual design for alternatives including diversion structure improvements, drainage solutions and/or consolidated diversion structure and piping layouts.

G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Field Investigation and Data Review
3. Task Series 300 - Alternatives Evaluation

H. 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.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
1. All services through Task Series 300 shall be completed within 180 calendar days following the CITY's issuance of a Notice to Proceed. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Work not specifically identified herein shall not be performed without written authorization from the CITY.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL contractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, project schedule milestones, including identification of any delays beyond its control, an

estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

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

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for all 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 subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by the CITY, the DESIGN PROFESSIONAL shall organize and conduct a Project Kickoff meeting with the CITY to review and establish project milestones and goals. The DESIGN PROFESSIONAL shall review lines of communication, project procedures, proposed work plan, and other logistics of project execution, including resource loaded project schedule and content of subsequent monthly progress meetings. The DESIGN PROFESSIONAL

shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes within one (1) week after the meeting.

Task 106 Work Plan

DESIGN PROFESSIONAL shall prepare a written draft Work Plan for CITY's review and acceptance. CITY will provide a format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

- a. A summary of roles and responsibilities of dedicated key team members including all field crew leaders, and their contact information.
- b. A summary of the project's scope of services.
- c. Detailed cost-loaded schedule for performance of all work. The cost-loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
- d. Define any issues requiring special coordination with CITY, and/or adjacent CITY projects.

Submit the draft Work Plan (a single electronic file in portable document format - PDF) within fourteen (14) calendar days of the Notice to Proceed. CITY will review the draft Work Plan and provide comments within seven (7) calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY'S comments and submit two (2) printed copies of the final Work Plan and a single electronic PDF file within fourteen (14) calendar days of receipt of CITY'S comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

The DESIGN PROFESSIONAL shall participate in up to six (6) monthly progress meetings with the CITY to review work progress, budget and schedule, current issues, anticipated future activities, and variances in the potential scope of work. Prepare and submit an agenda to CITY prior to each meeting and prepare and distribute meeting minutes within one week after each meeting.

Task Series 200 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 201 Review Existing Reports, GIS and Field Data

The DESIGN PROFESSIONAL shall compile and review pertinent existing data and reports, CCTV, flow metering data, previous diversion structure inspections, as-builts, and GIS information provided by the CITY, and other related data obtained previously by or for CITY within the project area.

The DESIGN PROFESSIONAL shall meet with CITY maintenance staff as necessary regarding maintenance and access issues related to diversion structures in the project area.

Deliverable: Data Gap Analysis Technical Memorandum summarizing data available, to be obtained, and recommended additional investigations.

Task 202 Field Investigations

Conduct exploratory field work, diversion structure surface and internal inspections, system characterization, routing investigations to determine diversion structures condition and existing pipe connectivity. Rim Elevations will be collected for each diversion structure. Up to (six) 6 diversion structures are anticipated for internal inspections. Work may require smoke and dyed water testing.

The DESIGN PROFESSIONAL is to prepare and provide an updated ArcGIS geodatabase based on all field investigations and records research that follows the geodatabase schema provided by the CITY.

Reference applicable protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. Smoke Testing Protocol dated October 2017
3. CCTV Investigation Protocol dated July 2016
4. Dyed Water Testing Protocol dated September 2013
5. GIS Update Protocol dated January 2018

Provide all diversion structure rim, invert, and weir elevations in NAVD 1988 datum. Provide all pipe diameters in inches and box culverts in feet/inches. Provide all structure dimensions in feet/inches. Provide CAD and PDF drawings of the plan view and profile (or section) view of each structure showing dimensions and elevations.

Task 203 Smoke Testing

1. Smoke Testing Notification and Door Hangers

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

Two (2) to four (4) days prior to smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The City will be responsible for drafting the door hanger. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers. In addition, provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personal as specified by the CITY.

2. Smoke Testing Performance

The DESIGN PROFESSIONAL shall perform smoke testing as required (up to 30,000 LF) in the project area to determine piping connectivity and develop field maps using system maps provided by the CITY. Smoke testing shall be completed in accordance with requirements found in the Smart Sewer Smoke Testing Protocol, dated October 2017.

Task 204 Dyed Water Testing

The DESIGN PROFESSIONAL shall perform dyed water testing as required in the project area to determine piping connectivity and develop field maps using system maps provided by the CITY.

The DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with requirements found in the Water Services Department (WSD) Dyed Water Testing Protocol dated September 2013.

Task 205 Hydraulic Modeling

The Smart Sewer Program will perform any required hydraulic modeling for the project. DESIGN PROFESSIONAL shall coordinate with the Smart Sewer Program Management Team (SSPMT) to perform the modeling and shall provide all updated GIS connectivity information, elevations, and other pertinent data to assist in the hydraulic modeling. The SSPMT will strive to run scenarios and provide results within twenty-one (21) days of receipt of said scenario.

Task Series 300 - ALTERNATIVES EVALUATION

Task 301 Proposed Alternatives Evaluation

The DESIGN PROFESSIONAL shall perform analyses of the three areas in the Town Fork Creek Basin and prepare an alternatives evaluation. DESIGN PROFESSIONAL shall first develop a minimum of one (1) alternative for each of the three (3) project areas.

The DESIGN PROFESSIONAL shall at a minimum perform or develop the following elements for the development of the alternatives analysis for each of the three (3) areas:

1. Evaluate existing system and provide summary of current system functionality.
2. Provide preliminary rehabilitation recommendations for each of the three (3) areas in the project areas including:
 - a. Determining if diversion structures, inlets, outfalls or sewers can be optimized by eliminating or consolidating structures.
 - b. Assessing rehabilitation/repair needs of any critical structural defects throughout the project area including outfalls, inlets, diversion structures and associated sewers.
 - c. Establish system layouts for new sanitary and/or storm sewer systems to provide improved functionality, diversion structure consolidation or diversion structure elimination.
 - d. Determine system connectivity and develop concepts that help optimize stormwater control around Highway 71 in Area 2.
 - e. Prepare concept-level location drawings, details and cost/benefit analysis given the project budget for each viable alternative.
3. Evaluate the inclusion of Green Stormwater Infrastructure (GSI) focusing on providing existing system characterization and connectivity to the SSPMT to allow updating of current GSI planning and concepts:
 - a. Prepare for and conduct a pre-screening review meeting with CITY staff. The

purpose of the pre-screening review meeting will be to present findings on system characterization and connectivity, specifically in the Highway 71 area, and discuss functionality of the system relative to current GSI concepts.

4. Coordinate with the SSPMT to perform hydraulic modeling of the sanitary and storm sewer to provide updated system characterization and connectivity, and to verify performance of any improvements, sewer layout, or diversion structure consolidation or elimination.

Task 302 Draft Alternatives Evaluation Technical Memorandum

The DESIGN PROFESSIONAL shall prepare a Draft Technical Memorandum (TM) describing the evaluated alternatives. At a minimum, the TM shall include the following: executive summary, introduction, site description, summary of previous reports and data available, findings of field investigations, existing conditions assessment, existing sewer system analysis, description of the alternatives considered to meet the CITY criteria, assumptions made, advantages /disadvantages/risks assessment, sustainability/Envision assessment, conceptual improvement schematics for each alternative, rehabilitation recommendations for each alternative, hydrologic and hydraulic modeling results, green stormwater infrastructure evaluation, opinion of probable construction costs for each alternative, cost/benefit analysis and recommendation of alternative to advance to preliminary design. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards.

Deliverables:

- Three (3) copies of the Alternatives TM.
- One (1) electronic copy of the Alternatives TM in portable document format (PDF).

Task 303 Alternatives Evaluation Meeting and Final Alternatives Technical Memorandum

The DESIGN PROFESSIONAL shall conduct a meeting with the CITY to review the results of the Alternatives Evaluation TM and to obtain direction from the CITY for advancement to preliminary design. The DESIGN PROFESSIONAL shall revise and submit a Final Alternatives Technical Memorandum incorporating changes required for resolution of the CITY's review comments and the accepted conceptual design to be advanced.

Deliverables:

- Two (2) copies of the Final Alternatives TM
- One (1) electronic copy of the Final Alternatives TM in portable document format (PDF) shall be provided to the CITY.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be

performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Preliminary and final design services for preparation of construction contract documents.
- B. Project Management and Administration services beyond those associated with completion of Task Series 200-Task Series 300.
- C. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- D. Appearances at public hearings or before special boards.
- E. Assisting CITY with appraisal and/or acquisition of easements.
- F. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
 - 3. Method of financing or availability of funding;

V. CITY'S RESPONSIBILITIES

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

- A. Provide DESIGN PROFESSIONAL available information pertinent to the assignment, including CCTV, manhole inspections, diversion structure inspections, previous reports, drawings, specifications, and any other relevant data.
- B. CITY's Project Manager will coordinate meetings between CITY staff, GSI staff and the DESIGN PROFESSIONAL.
- C. Provide GIS data and sewer records for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.
- D. Provide hydraulic modeling as needed for the project to verify performance of recommended improvements.
- E. Provide internal inspection or CCTV services to detail the storm sewer system under US-71 MoDOT Right-of-Way.

(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-arcl.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**



**Attachment C - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

SUMMARY OF DESIGN COSTS

TASK 100: PROJECT MANAGEMENT AND ADMINISTRATION		- Hg Labor Cost	\$ 14,786.40
		- EAE	\$ 6,667.00
		- Tetra Tech	\$ 2,965.00
		Task 100 Total:	\$ 24,228.40
TASK 200: FIELD INVESTIGATIONS AND DATA REVIEW		- Hg Labor Cost	\$ 29,576.17
		- EAE	\$ 34,126.00
		- Tetra Tech	\$ 20,661.00
		Task 200 Total:	\$ 84,285.17
TASK 300: ALTERNATIVES EVALUATION		- Hg Labor Cost	\$ 46,314.00
		- EAE	\$ 16,667.00
		- Tetra Tech	\$ 12,744.00
		Task 300 Total:	\$ 77,145.69
HG Direct Costs:			\$92,649.26
Expenses:			
	Hg Expenses	\$1,192	
	EAE	\$59,889	(\$50,718 labor + \$3,171 expenses)
	Tetra Tech	\$36,270.00	
57600	Total Expenses:		\$97,350.74
		TOTAL PROJECT FEE:	\$190,000.00
TASK 400: OPTIONAL SERVICES		Task 400 Total:	\$20,000.00
		MAXIMUM CONTRACT AMOUNT:	\$210,000.00

Note: See Additional Sheets for Sub-Consultant Fee Breakdowns

Attachment C - Design Professional Services Contract - Fee Summary
TOWN FORK CREEK BASELINE IMPROVEMENTS

Water Services Department - Kansas City, MO

Design Man-hour Estimate

Task Description	P1	PM1	E2	E1	D2
TASK 100: PROJECT MANAGEMENT AND ADMINISTRATION					
Task 101 - Project Management Services - Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.	8	16			
Task 102 - Monthly Invoicing and Project Status Reports - Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal.		8			
Task 103 - Sub Consultant Agreements and Administration - Prepare a scope, budget, schedule, and agreement for its sub consultants involved in the Project.		6			
Task 104 - Quality Control		8			
Task 105 - Project Kickoff Meeting		4	4		
Task 106 - Workplan - DESIGN PROFESSIONAL shall prepare a written draft Work Plan for CITY's review and acceptance.		10			
Task 107 - Monthly Progress Meetings - Participate in up to 6 monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work.		12	12		
Subtotal Hours	8	64	16	0	0
TASK 200: FIELD INVESTIGATIONS AND DATA REVIEW					
Task 201 - Review Existing Reports, GIS and Field Data					
A. Preliminary GIS Review		1	2	4	
B. Pull Record Drawing and Sewer Atlas		1	2	4	
C. Review the Town Fork Ck - 2008 TM		1	2	4	
D. City Maintenance Staff Coordination		1	2	4	
E. Final GIS Review (Gap Analysis)		1	2	4	
F. Data Gap Analysis Technical Memorandum		1	2	4	
G. Create Field Maps		1	1	4	8
Task 202 - Field Investigations					
A. Field Preparation and Coordination Meeting		3	3		
B. Inspection of 27 Diversion Structures		4	8	40	
C. Draft Plan and Schematic of 27 Diversion Structures (Figures)				8	24
D. Field Investigation Summary		2	4	8	
E. Update ArcGIS geodatabase				8	
Task 203 - Smoke Testing					
A. Smoke Testing Notification and Door Hangers					
B. Smoke Testing Performance			8	12	
Task 204 - Dyed Water Testing			8	12	
Task 205 - Hydraulic Modeling Coordination		2	8		
Subtotal Hours	0	18	52	116	32

Attachment C - Design Professional Services Contract - Fee Summary
TOWN FORK CREEK BASELINE IMPROVEMENTS

Water Services Department - Kansas City, MO

Design Man-hour Estimate

Task Description	P1	PM1	E2	E1	D2
TASK 300: ALTERNATIVES EVALUATION					
Task 301 - Proposed Alternatives Evaluation					
A. Evaluate existing system and provide summary		2	8	16	
B. Provide preliminary rehabilitation recommendations (3 Areas)		4	16	40	
1. Prepare concept-level location drawings and details		2	8	16	20
2. Conduct cost/benefit analysis for each viable alternative.		2	8	16	
C. Evaluate the inclusion of Green Stormwater Infrastructure		2	8	16	
1. Conduct a pre-screening review meeting with City Staff		4	4		
D. Coordinate with SSPMT to perform hydraulic modeling		2	8		
E. Sustainability/Envision Assessment		1	4		
Task 302 - Draft Alternatives Evaluation TM					
A. Prepare Draft Alternatives Evaluation TM		4	16	40	
B. Opinion of Probable Costs for Each Alternative (1 Alternative for Each Location - 3 Total)		2	8	16	
C. Document Preparation and Delivery of Draft Alternatives TM		4			
Task 303 - Alternatives Evaluation Meeting and Final Alternatives TM					
A. Draft Alternatives Evaluation TM Review Meeting		3	3		
B. Revise Draft Alternatives Evaluation TM		2	8	16	
C. Revise Opinion of Probable Costs for chosen alternatives		1	4	8	
D. Document Preparation and Delivery of Final Alternatives TM		4			
Subtotal Hours	0	39	103	184	20
PROJECT HOUR TOTALS	8	121	171	300	52



**Attachment C - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 100: PROJECT MANAGEMENT AND ADMINISTRATION

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST
P1	8	\$219.24	\$ 1,753.96
PM1	64	\$164.80	\$ 10,547.10
E1	0	\$129.47	\$ -
E2	16	\$153.46	\$ 2,455.35
D2	0	\$112.91	\$ -
	88		
Direct Salary Total			\$ 14,756.40
Direct Costs:			
		Mileage	\$ -
		Misc. Supplies	\$ -
Total Direct Costs			\$ -
Total Cost			\$ 14,756.40



**Attachment C - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 200: FIELD INVESTIGATIONS AND DATA REVIEW

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST
P1	0	\$219.24	\$ -
PM1	18	\$164.80	\$ 2,966.37
E1	116	\$129.47	\$ 15,018.94
E2	52	\$153.46	\$ 7,979.88
D2	32	\$112.91	\$ 3,612.98
	218		
Direct Salary Total			\$ 29,578.17
Direct Costs:			
		Mileage	\$ -
		Misc. Supplies	\$ -
Total Direct Costs			\$ -
Total Cost			\$ 29,578.17



**Attachment C - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 300: ALTERNATIVES EVALUATION

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST
P1	0	\$219.24	\$ -
PM1	39	\$164.80	\$ 6,427.14
E1	184	\$129.47	\$ 23,823.14
E2	103	\$153.46	\$ 15,806.30
D2	20	\$112.91	\$ 2,258.11
	346		
Direct Salary Total			\$ 48,314.69
Direct Costs:			
		Mileage	\$ -
		Misc. Supplies	\$ -
Total Direct Costs			<u>\$ -</u>
Total Cost			\$ 48,314.69



**Attachment C - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

Job Classification Titles

CLASSIFICATION	TITLE	RATE		Multiplier
P1	PRINCIPAL	\$219.24	\$72.12	3.04
PM1	PROJECT MANAGER	\$164.80	\$54.21	3.04
E1	HYRAULIC/STORMWATER ENGINEER	\$129.47	\$42.59	3.04
E2	SENIOR HYRAULIC/STORMWATER ENGINEER	\$153.46	\$50.48	3.04
D2	DESIGNER/TECHNICIAN	\$112.91	\$37.14	3.04

PROJECT NAME:
TOWN FORK CREEK - IMPROVEMENTS PROJECT

ENVIRONMENTAL ADVISORS AND ENGINEERS

FEE ESTIMATE

Tasks ID	Description	Principal in Charge	PM	Sr. Engineer	Prinl. Engineer	Engineering Tech 1	Engineering Tech 2	Engineering Tech 3	Total
100	Project Management and Administration								
101	Project Management Services	4	12	-	-	-	-	-	
102	Monthly Invoicing and Status Reports	-	8	-	-	-	-	-	
103	Sub-Consultant Agreement and Admin	-	-	-	-	-	-	-	
104	Quality Control	-	-	-	-	-	-	-	
105	Project Kick-off Meeting	-	4	4	-	-	-	-	
106	Work Plan	-	-	-	-	-	-	-	
107	Monthly Progress meetings	-	12	-	-	-	-	-	
	SUB-TOTALS (Labor Hours)	4	36	4	0	0	0	0	44
	SUB-TOTALS (Labor Cost)	\$ 628.00	\$ 5,125.00	\$ 554.00	\$ -	\$ -	\$ -	\$ -	\$ 6,507.00
200	Field Investigation and Data Review								
201	Review Existing Reports, GIS and Field Data								
	Prelim. GIS Review	-	4	16	-	-	-	-	
	Pull Record Drawings and Sewer Atlas	-	-	-	-	16	-	-	
	Review the Town Fork Ck - 2008 TM	-	4	8	-	-	-	-	
	Meeting with city maintenance staff regarding access to Div. Struct.	-	4	4	-	-	-	-	
	Final GIS Review (gap analysis)	-	2	8	-	-	-	-	
	Data gap analysis TM	-	-	16	-	-	-	-	
	Create the Field Maps	-	-	8	-	16	-	-	
202	Field Investigation								
	Field Preparation and Meetings	-	-	8	-	-	8	8	
	Confined space entry preparation	-	-	8	-	-	8	8	
	Health and Safety Plan	2	4	4	-	-	-	-	
	Field Investigation SOPs (Traffic Control, Safety)	-	2	6	-	-	-	-	
	27 Diversion structures - (NOTES: 3 MHs require a blower; 21 Surface Inspection; 6 manned Entry)	-	-	50	-	-	10	10	
	Draft Plan and Section of 27 Div Structures (Figures)	-	2	8	-	-	-	-	
	Field Investigation Summary Report	2	2	12	-	-	-	-	
203	Smoke Testing	-	-	-	-	-	-	-	
204	Dye Testing	-	-	-	-	-	-	-	
205	Hydraulic Modeling	-	-	-	-	-	-	-	
	SUB-TOTALS (Labor Hours)	4	24	136	0	32	26	26	268
	SUB-TOTALS (Labor Cost)	\$ 628.00	\$ 1,550.00	\$ 21,589.00	\$ -	\$ 2,989.00	\$ 2,872.00	\$ 2,498.00	\$ 34,126.00

PROJECT NAME:
TOWN FORK CREEK - IMPROVEMENTS PROJECT

ENVIRONMENTAL ADVISORS AND ENGINEERS

FEE ESTIMATE

Tasks ID	Description	Principal in Charge	PM	Sr. Engineer	Prnl. Engineer	Engineering Tech 1	Engineering Tech 2	Engineering Tech 3	Total
300	Alternatives Evaluation								
301	Proposed Alternatives Evaluation	2	13	24	34	-	-	-	
302	Draft Tech Memo	2	6	12	16	-	-	-	
303	Alternatives Evaluation Meeting	-	4	4	-	-	-	-	
	SUB-TOTALS (Labor Hours)	4	23	40	50	0	0	0	117
	SUB-TOTALS (Labor Cost)	\$ 628.00	\$ 3,472.00	\$ 5,536.00	\$ 6,521.00	\$ -	\$ -	\$ -	\$ 16,087.00
	TOTAL LABOR HOURS	12	83	200	50	32	26	26	429
	BILLING RATES	\$ 187.00	\$ 147.00	\$ 136.80	\$ 130.42	\$ 93.88	\$ 118.46	\$ 96.05	-
	TOTAL LABOR COST	\$ 1,084.00	\$ 12,276.00	\$ 27,678.00	\$ 6,521.00	\$ 2,989.00	\$ 2,872.00	\$ 2,498.00	\$ 54,718.00

TOTAL EXPENSES

\$ 3,171.00

GRAND TOTAL

\$ 58,889.00

Price Proposal

Town Fork Creek Baseline Improvements

Submitted to: Hg Consult (Attn: Mike Alexander)

Contract Type: T&M

Labor Plan

7 Resource

Price Summary / Totals

Task Pricing Total:	36,270
Specify Add'l Fees on Setup:	0
Technology Use Fee:	
Total Price:	36,270

Project Phases / Tasks	Schedule			Task Days	Task Hrs	Total Labor Hrs	Resource							Labor Rate (\$/hr)	Sub	Travel	Meals & Travel	500	Task Pricing Total (\$)
	From	To	Months				Project Manager (100%)	Project Engineer 1 (100%)	Project Engineer 2 (100%)	CDM Engineer 1 (50%)	CDM Engineer 2 (50%)	CDM Engineer 3 (50%)	CDM Engineer 4 (50%)						
Task Series 500 - Project Administration																			
504 - Weekly Contact	07/01/19	12/01/19	4.0	21	90	20	2	33											6,930
505 - Project Kickoff Meeting	07/01/19	12/01/19	4.0	11	90	6	2	4											600
507 - Monthly Progress Meeting	07/01/19	12/01/19	4.0	15	90	4		4											360
						30		10											1,812
Task Series 200 - Field Investigation and Data Review																			
201 - Review Existing Reports, G.I. and Field Data	07/01/19	12/01/19	3.0	7	90	162	2	22	100					0	24	16			288
202 - Field Investigation	07/01/19	12/01/19	3.0	7	90	14		4	20										2,564
203 - Stream Bedrock	07/01/19	12/01/19	3.0	7	90	34			18					0					1,111
204 - Stream Water Sampling	07/01/19	12/01/19	3.0	7	90	49			24						24				2,224
205 - Stream Bank Sampling	07/01/19	12/01/19	3.0	7	90	88			40							10			6,787
						30	2	3											1,347
Task Series 800 - Alternatives Analysis																			
801 - Regional Alternatives Evaluation	07/01/19	12/01/19	3.0	9	70	232	2	26	80	66									12,744
802 - Draft Alternatives Evaluation Technical Memorandum	07/01/19	12/01/19	3.0	9	70	80			8	32	40								4,380
803 - Alternatives Evaluation Technical Memorandum	07/01/19	12/01/19	3.0	9	70	80	1	4	24										3,138
804 - Alternatives Evaluation Summary and Final Alternatives	07/01/19	12/01/19	3.0	9	70	13			4	4									1,881
TOTALS						328	5	6	307	66	8	14	10	0.000	34,043		128		36,270

Pricing by Resource

Resource	Rate (\$/hr)	Sub	Travel	Meals & Travel	500	Task Pricing Total (\$)
Project Manager	330					6,930
Project Engineer 1	100					600
Project Engineer 2	90					360
CDM Engineer 1	150					1,812
CDM Engineer 2	150					2,880
CDM Engineer 3	150					2,224
CDM Engineer 4	150					6,787
CDM Engineer 5	150					1,347
CDM Engineer 6	150					12,744
CDM Engineer 7	150					4,380
CDM Engineer 8	150					3,138
CDM Engineer 9	150					1,881

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.

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


Affiant's signature

Subscribed and sworn to before me this 28th day of February, 2019.


Notary Public

My Commission expires: 05/24/2021

KRISTI ALEWEL
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires May 24, 2021
Commission # 17444521

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Hg Consult, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 306926

Approved by:

Employer Hg Consult, Inc.	
Name (Please Type or Print) Earl J Harrison	Title
Signature Electronically Signed	Date 02/24/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/24/2010



July 11, 2019

Currently my firm employs approximately 27 employees and falls below the required threshold of 50 employees to necessitate the development and execution of a formal Affirmative Action Plan. However, our company is committed to equal employment opportunity. We have adopted the following policies into our company employee handbook as proof that we take EEO and Affirmative Action very seriously.

Equal Employment Opportunity Policy

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: veteran status, uniform service member status or any other protected class under federal, state, or local law.

In Kansas, the following are also a protected class: race, religion, color, sex, disability, national origin, genetic information, ancestry, pregnancy, childbirth or related medical conditions, and age [40 or over].

In Missouri, the following are also a protected class: race; color; religion; national origin; sex; ancestry; age [between 40 and 70]; disability; genetic information; HIV, AIDS and AIDS-related complex [excluding individuals who have a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, are unable to perform the duties of their employment]; off-site lawful tobacco or alcohol use (unless such use interferes with job performance of any employee or overall operation of the company's business); decision to join any fire department or fire protection district, and membership in organized militia.

You may discuss equal employment opportunity related questions with the vice president or any other designated member of management.

Affirmative Action Policy

The company has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to make sure that:

Persons are recruited, hired, assigned and promoted without regard to race, religion, color, national origin, citizenship, sex, veteran status, uniform employee status, age, disability or any other legally recognized protected personal characteristics.

Similarly, all other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to race, religion, color, veteran status, uniform employee status, national origin, citizenship, sex, age, disability or any other legally recognized protected personal characteristics.

Earl Harrison Jr., President


Date: 7/11/19

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.

Clay
COUNTY OF JACKSON)

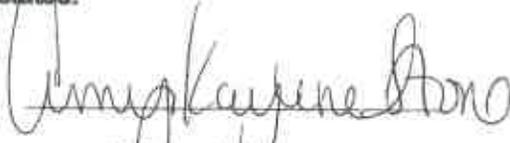
I, Earl Harrison Jr., having full authority to act on behalf of Hg Consult, Inc., do solemnly swear under oath to the following:

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



Signature of affiant

On this 11 day of July 2019 before me, Earl Harris Jr a Notary Public in and for said state, personally appeared (), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.


Notary Public

My commission expires: July 23, 2021

AMY KAYLENE STONE
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires July 23, 2021
Commission # 17651864

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.

Clay
COUNTY OF JACKSON)

I, Earl Harrison Jr. having full authority to act on
behalf of Hg Consult, Inc., do solemnly swear under oath to the
following:

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


Signature of affiant

On this 11 day of July 2019 before me Earl Harrison Jr., a Notary Public in and for said state, personally appeared (), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.


Notary Public

My commission expires July 23, 2021

AMY KAYLENE STONE
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires July 23, 2021
Commission # 17651864

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.	Environmental Advisors & Engineers, Inc. Name: Jill Bleama Email: jbleama@eael.com	Address: 19211 W. 84th Terrace - Shawnee, KS 66218 Phone: 913-589-4326 Cell: 913-219-6682
2.	Tetra Tech Name: John Brummer Email: john.brummer@tetratech.com	Address: 9200 Ward Pkwy, Suite 200 - Kansas City, MO 64114 Main: 816-412-1741 Direct: 913-568-4677
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: Hg Consult, Inc.
Submitted By: Earl Harrison Jr.
Title: President
Telephones No.: (816) 256-515
Fax No.: (816) 256-515
E-mail: eharrison@hgcons.com
Date: 7/15/19

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1516 PROJECT NO. 81000838
BASELINE IMPROVEMENTS: TOWN FORK CREEK PROJECT
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Hg Consult, Inc. (Design Professional). The parties amend the Agreement entered into on August 5, 2019, as follows:

WHEREAS, City has previously entered into a contract dated August 5, 2019, in the amount of \$210,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$290,000.00 to amend the total contract amount to \$500,000.00; and

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

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

A. Add the following section(s):

- a. Under Attachment A - Scope of Services, add Attachment A1- Additional Scope of Services, Preliminary and Design Phase Services.
- b. Under Attachment C - Engineering Fee Summary and Schedule of Positions Classification, add Attachment C1 - Engineering Fee Summary for Additional Services related to Preliminary and Design Phase Services.

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

- a. Delete Sec. 4. Compensation and reimbursables, Subparagraph A and replace with the following Sec. 4 Compensations and reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$500,000.00, as follows:
 1. \$214,458.26 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$265,274.74. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in Attachment D.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of twenty thousand two hundred sixty-seven dollars and no cents (\$20,267.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
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.

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: 7/6/2020

By: DocuSigned by:
James M. Alexander

Title: BFFDC7D28B2B41A...
Project Manager

KANSAS CITY, MISSOURI

Date: 7/20/2020

By: DocuSigned by:
D Matt Bond

Name: 44458FCE836C4D6...
Matt Bond

Title: Deputy Director

Water Services Department

Approved as to form:

DocuSigned by:
Mark Jones
Assistant City Attorney

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

DocuSigned by:
Theresa Danielson 8/4/2020
Director of Finance (Date)

ATTACHMENT A1
SCOPE OF SERVICES
FOR PRELIMINARY AND FINAL DESIGN SERVICES

Design Professional: Hg Consult, Inc.
Owner: City of Kansas City, Missouri
Project: Town Fork Creek Baseline Improvements
Contract No: 81000838
Project No: 1516

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the separation of combined sewers located upstream of Outfall W006 of the Turkey Creek Basin in Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri intends to optimize the combined sewer diversion structures, outfalls, and associated piping in the Town Fork Creek basin at targeted locations. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The City is undertaking the Project as mandated by the Federal Consent Decree to prepare preliminary and final design documents for five (5) separate project areas within the Town Fork Creek basin. The project boundaries are generally 55th Street to the north, 77th Street to the south, Swope Parkway to the East, and Ward Parkway to the west.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
 - 1. Performance of professional engineering services necessary to complete preliminary and final design for the following projects:
 - a. Area 1 – Cemetery Infiltration Trench: This project would reduce overflows at DS 117 to zero and possibly eliminate or modify the diversion structure. This DS is on the list of KCMO maintenance concerns. Existing storm inlets on east side of cemetery would be abandoned, stormwater would flow to sedimentation basins at the end of street and then to the infiltration trench. The project is located east of

Forest Hill and Calvary Cemetery, in Blenheim Park.

- b. Area 1 – Elimination of DS 118 & 119: This project would eliminate DS 118 and DS 119. This area is currently an area of concern as there are erosion and flooding issues present. Design team will evaluate the inclusion of green infrastructure as part of the design. The project is located along E 66th Terrace, from Virginia Ave to Woodland Ave.
- c. Area 2 – Agnes Ave and 57th Street Sewer Separation: This sewer separation project in the area of Agnes Ave to Chestnut Ave and 55th Street to 57th Street is proposed to reduce overflows at DS 51 and DS 52 to zero in the typical year and possibly eliminate or modify the diversion structures. Design team will evaluate the inclusion of green infrastructure as part of the design.
- d. Area 3 – DS 187 Sewer Separation: This proposed sewer separation project would reduce overflows at DS 187 to zero in the typical year and possibly eliminate or modify the diversion structure. It would include a new pipe system to collect flow from inlets and route stormwater toward CSO Outfall 99. The project is located near the intersections of Agnes Ave, Jardon Ave, and Bellefontaine Ave and E 56th Street.
- e. Area 3 – Satchel Paige Stadium Sewer Separation: This proposed sewer separation project would reduce overflows at DS 46 to zero in the typical year and possibly eliminate or modify the diversion structure. This would require the extension of the proposed storm sewer up 51st Street to Agnes in order to fully separate the system. The project extends from Satchel Paige Stadium west to Agnes Ave.

Note: The preliminary and final design shall expand upon the previously completed concept design plan and alternative analysis.

2. Services include utility investigations; determination of stormwater flows; coordination with City departments and utility infrastructure planning; preparation of preliminary and final design construction bidding documents; and preparation of opinions of probable construction cost.

F. Project Needs/Goals

1. Utilize GSI to eliminate or modify DS 117, which has KCMO maintenance concerns.
2. Design a new storm sewer line separate from the combined sewer and GSI to eliminate DS 118 and DS 119
3. Design a new storm sewer line separate from the combined sewer and GSI to eliminate or modify DS 51 and DS 52.
4. Design a new storm sewer line separate from the combined sewer to eliminate or modify DS 187.
5. Design a new storm sewer line separate from the combined sewer to eliminate or modify DS 46.
6. Complete preliminary and final designs for new separate storm sewer based on recommended solutions.
7. Complete preliminary and final designs for areas recommended for green infrastructure.

8. Utilize high-level sustainability approaches to meet Envision™ credit requirements.
- G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 110 - Project Management and Administration
 2. Task Series 500 – Stormwater Modeling
 2. Task Series 600 – Field Investigations
 3. Task Series 700 - Public Involvement
 4. Task Series 800 - Green Stormwater Infrastructure (GSI)
 5. Task Series 900 - Preliminary Design
 6. Task Series 1000 – Final Design
 7. Task Series 1100 – Work Tracking Applications
 8. Task Series 1200 – Bid Phase Services
- H. 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.
- I. Construction Cost Opinions. Opinion of probable construction costs developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL’s opinion of probable cost for construction of the Work will be made based on experience and qualifications. DESIGN PROFESSIONAL does not guarantee that proposals, bids or actual project costs will not vary from DESIGN PROFESSIONAL’s opinion of probable construction costs. The cost opinions’ level of accuracy will be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
1. All services through Task Series 1000 shall be completed no later than March 10, 2021. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN

PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 110 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 111 Project Management Services

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 112 Monthly Invoicing and Project Status Reports

The DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY, shall provide a monthly project status report, and shall provide the City provided Non-Construction Application for Payment form, which shall accompany the monthly invoice submittal. A PDF copy of the project status report shall also be uploaded to the CITY's project Aconex site. The CITY will provide a template for the project status report. Each invoice by DESIGN PROFESSIONAL and subcontractors shall be broken down by 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, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If schedule is produced in Primavera the layout shall include the following, in order.
 - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%) Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.

- a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%) Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in an Aconex workflow, on a monthly basis, one week prior to invoicing for approval. DP shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DP shall propose a recovery schedule and plan for approval.

Task 113 Subconsultant Agreements and Administration

DESIGN PROFESSIONAL shall prepare a scope, budget, schedule, and agreement for all 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 subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 114 Quality Control

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

Task 115 Monthly Progress Meetings

The DESIGN PROFESSIONAL shall participate in up to eight (8) monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. Prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes no later than one week after each meeting.

TASK SERIES 500 - STORMWATER MODEL

Task 501 Stormwater Modeling

DESIGN PROFESSIONAL shall create a stormwater model with updated connectivity and dynamic modeling using Atlas 14 rainfall distributions to determine level of service of the design. The stormwater model shall ultimately be delineated to the inlet level and simulate hydrology and hydraulics through the complete storm sewer system. Discharge conditions to the open channel downstream of the storm sewer system shall be analyzed and suitable energy dissipation incorporated into the design.

TASK SERIES 600 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 601 Topographic Survey

DESIGN PROFESSIONAL shall conduct topographic survey in sufficient detail to serve as the basis for preliminary design. Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the Project area. The survey will be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey - Perform a detailed topographic survey along easements where existing storm sewers are located, within existing public right-of-way and street corridors from right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required. The topographic survey will include the location of combined sewers, sanitary sewers, waterlines, and stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Surveys shall only extend fifty (50) feet past the most upstream inlet on combined sewers since it is likely that any sewers above the first inlet will remain in service as sanitary sewers. Surveys of existing sanitary sewer lines outside of the street rights-of-way are not required since it is likely that these will remain in service as sanitary sewers. Manholes shall be named as shown in the CITY's GIS.
3. Prepare Base Map - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc.
4. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.
5. Locate Geotechnical Borings - Survey will provide field locations of all soil borings performed during geotechnical investigations.

Task 602 Smoke Testing

1. Smoke Testing Notification and Door Hangers

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

Two to four days prior to smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The

City will be responsible for drafting the door hanger. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers. In addition, provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personal as specified by the CITY.

Note: The Smart Sewer Public Outreach staff assists with mailers and the notifications. However, the DP is responsible for preparing the boundary map and providing to the City to prepare the mailing addresses list. Then the DP will work with the public outreach staff to get the mailers printed and sent out.

2. Smoke Testing Performance

The DESIGN PROFESSIONAL shall perform smoke testing as required (up to 20,000 LF) in the project area to determine piping connectivity and develop field maps using system maps provided by the CITY. Smoke testing shall be completed in accordance with requirements found in the Smart Sewer Smoke Testing Protocol, dated October 2017.

Task 603 Dyed Water Testing

The DESIGN PROFESSIONAL shall perform dyed water testing as required in the project area to determine piping connectivity and develop field maps using system maps provided by the City. The DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with requirements found in the WSD Dyed Water Testing Protocol dated September 2013.

Task 604 Geotechnical Investigations

DESIGN PROFESSIONAL shall conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of summary memorandum. The summary memorandum shall include professional interpretations of the probable soils to be encountered. Obtain up to eight (8) soil borings at an approximate anticipated average depth of twenty (20) feet located at critical locations. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. The geotechnical investigations will include the following services:

1. Perform Field Work and Testing - Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater.
2. Geotechnical Memorandum - A summary memorandum shall be prepared and shall discuss the general soil and ground water conditions underlying each site and present the relevant engineering properties of the existing soils.
3. Submit a digital PDF copy of the Geotechnical Memorandum to CITY for review and comment.
4. Revise the Geotechnical Memorandum to address review comments and include the final version as an appendix to the Basis of Design memorandum.

Task 605 Utility Coordination

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

1. Identify all utilities that may be affected by the project. Contact those utilities and determine generally the facilities involved and their locations.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design. And, establish a plan for data collection with the utilities affected.
5. Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the City with the Preliminary Design deliverable.
6. Meet with all affected utilities collectively at least two times. Communicate the scope of project, speculated construction sequencing, and project schedule. Determine each utility's status with respect to relocation design and construction.

TASK SERIES 700 - PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION

Task 701 Communication with Property Owners

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

Task 702 Stakeholder Workshop

Conduct three (3) stakeholder meetings, with key stakeholders identified as playing a role in successful project implementation. The meetings will present the results of the preliminary evaluations for consideration and review. DESIGN PROFESSIONAL shall prepare for and facilitate each of the workshops, as well as to prepare meeting minutes to summarize key points, ideas and action items.

1. CITY will establish meeting dates, meeting times and venues and make necessary arrangements for meetings. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.

2. CITY will finalize and approve templates of meeting materials, including agendas, presentations, display boards based on information provided by DESIGN PROFESSIONAL, comment cards and sign-in sheets for public meetings. DESIGN PROFESSIONAL shall print all meeting materials and pay all related costs.
3. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
4. Attend and assist CITY in conducting the stakeholder meetings and address technical questions posed by attendees.

TASK SERIES 800 - GREEN STORMWATER INFRASTRUCTURE (GSI)

Task 801 Green Stormwater Infrastructure Design

Green Stormwater Infrastructure (GSI) designed as part of the project shall utilize the tools in the *Green Stormwater Infrastructure Manual, August 2018*. Detail templates for GSI shall be incorporated into Drawings, with information specified as required per the detail. The GSI technical specifications shall be reviewed and updated for the project by the Design Professional, using the SpecsIntact software. Base GSI technical specification file in SpecsIntact is part of the *Green Stormwater Infrastructure Manual*, and will be provided by City.

TASK SERIES 900 - PRELIMINARY DESIGN

Task 901 Preliminary Design Drawings (30% Complete)

DESIGN PROFESSIONAL shall prepare preliminary design drawings (plan and profile) for the selected conceptual design alternative identifying the proposed locations of the new storm sewer pipes and manholes. Green stormwater infrastructure renderings shall be prepared following the CITY's Green Infrastructure Rendering Guidelines. Submittal shall include drainage area map, hydrology calculations, sizing of GSI facility, GSI details, and abandonment of existing pipes and structures. The drawings will note areas where relocation of utilities and watermains may be required, and disconnection/removal of private inflow sources tributary to service laterals as directed by CITY. The drawings shall have sufficient detail to show the proposed separation plan, but are not required to be a coordinated set of construction drawings. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria.

Submit one (1) hard copies of the Preliminary Design Drawings and upload to Aconex.

Task 902 Update Alternatives Evaluation Technical Memorandum

The DESIGN PROFESSIONAL shall update the Alternatives Evaluation Technical Memorandum to address CITY review comments and make edits to reflect the selected alternatives and GSI. The memorandum will include smoke testing results, hydrologic and hydraulic modeling results, geotechnical memorandum, and a preliminary opinion of probable construction cost for the project. The updated document will be formatted in a manner that allows the DESIGN PROFESSIONAL to update the report throughout final design. The objective is to develop a final basis of design memorandum to accompany the final design plans documenting evaluations

performed, reasoning and decisions made, assumptions made, design criteria and project goals, and project purpose, throughout the life of the design project.

Submit Updated Alternatives Evaluation Technical Memorandum as a single electronic file in portable document format (PDF) and upload to Aconex.

Task 903 Preliminary Design Review Meeting

Within twenty-one (21) days after submitting the Updated Alternatives Evaluation Technical Memorandum and Preliminary Design drawings, DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft report and preliminary design drawings. The CITY will provide its review comments to DESIGN PROFESSIONAL within twenty-one (21) days of receipt of the deliverables.

TASK SERIES 1000 - FINAL DESIGN

Task 1001 – Prepare 60% Construction Drawings and Specifications

DESIGN PROFESSIONAL will prepare and submit to the CITY a review set of drawings at the 60% design completion stage.

1. DESIGN PROFESSIONAL shall prepare 60% complete CADD construction drawings for street restoration, and storm sewer improvements using CITY's standard formatting for drawings. Renderings shall be prepared following the CITY's Green Infrastructure Rendering Guidelines. Submittal shall include drainage area map, hydrology calculations, sizing of GSI facility, GSI details utilizing *Green Stormwater Infrastructure Manual* detail templates, and base site activity plan details. DESIGN PROFESSIONAL shall meet with CITY's staff to review the project progress and receive their review comments.
2. Front-End Specification Review. DESIGN PROFESSIONAL shall obtain a copy of CITY'S MOST CURRENT Division 0 and 1 specifications applicable to Project. These specifications will be examined for conflicts with coordination of technical specifications prepared by DESIGN PROFESSIONAL. Comments will be provided by DESIGN PROFESSIONAL for CITY'S incorporation, as appropriate into its front-end specifications. DESIGN PROFESSIONAL shall also include draft GSI specifications.
3. DESIGN PROFESSIONAL shall submit drawings (60% complete) for review and comment to utilities, which have existing underground facilities which potentially conflict, cross over or under, or adjacent to proposed water main improvements if necessary. Document utility contacts using the standard CITY's utility notification form.
4. Submit the following for CITY review:
 - a. One (1) half-size printed and bound set of 60% design plans sheets
 - b. A single electronic file in portable document format (PDF) of all documents and uploaded to SharePoint.

Task 1002 60% Complete Opinion of Probable Construction Cost

DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the proposed improvements and submit it to the CITY. Opinion of probable construction cost shall include draft estimate of GSI maintenance and a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

Task 1003 Plan in Hand Walk Through

Within thirty (30) days of completing the 60% Construction Contract Documents DESIGN PROFESSIONAL and CITY shall perform a one (1) day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify any special conditions to be included in the contract documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two (2) hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

Task 1004 Prepare 90% Construction Drawings and Specification

DESIGN PROFESSIONAL shall prepare 90 percent complete CADD construction drawings for storm sewer improvements using CITY's standard formatting for drawings, design procedures, drafting standards and criteria, and standard construction details. Renderings shall be prepared following the CITY's Green Infrastructure Rendering Guidelines. Submittal shall include drainage area map, hydrology calculations, sizing of GSI facility, GSI details utilizing *Green Stormwater Infrastructure Manual* detail templates, base site activity plan details. Incorporate CITY's previous review comments into the drawings.

Task 1005 Submit 90% Completion – Drawings

DESIGN PROFESSIONAL will prepare and submit to the CITY a review set of drawings at the 90% design completion stage. DESIGN PROFESSIONAL shall prepare updated renderings of the proposed GSI improvements.

1. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit three copies to the City for review. DESIGN PROFESSIONAL shall meet with CITY's staff to review project progress and receive CITY's review comments on the final drawings.
2. Front-End Specification Review. DESIGN PROFESSIONAL shall obtain a copy of CITY'S MOST CURRENT Division 0 and 1 specifications applicable to Project. These specification will be examined for conflicts with coordination of technical specifications prepared by DESIGN PROFESSIONAL. Comments will be provided by DESIGN PROFESSIONAL for CITY'S incorporation, as appropriate into its front-end specifications. DESIGN PROFESSIONAL shall also include final GSI specifications.
3. DESIGN PROFESSIONAL shall submit drawings (90 percent complete) for review and comment to utilities, which have existing underground facilities which potentially conflict, cross over or under, or adjacent to potentially proposed water main improvements. Document utility contacts using the CITY's standard utility notification form.

4. Submit the following for CITY review:
 - a. One (1) half-size printed and bound set of 90% design plans sheets
 - b. A single electronic file in portable document format (PDF) of all documents and uploaded to SharePoint.
 - c. Provide one (1) plan view and two (2) perspectives for the cemetery GSI project site. The renderings shall follow the CITY's Green Infrastructure Rendering Guidelines.

Task 1006 100% and Final Drawings for Bidding

DESIGN PROFESSIONAL will address review comments received on the 90% submittal and finalize the construction drawings. One (1) copy of the 100% drawings will be submitted to CITY for review. After receipt of the review comments on the 100% drawings, DESIGN PROFESSIONAL shall revise the drawings and include all revisions and additions required by CITY.

1. DESIGN PROFESSIONAL shall provide CITY:
 - a. One paper set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings;
 - b. A computer disk containing the drawing sheets as separate pdfs in the format required in Attachment B and electronic files in the latest version of AutoCAD. The disk shall be labeled with the CITY Project Name, Project Number, Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data. All electronic submittals shall be uploaded to the CITY's project SharePoint site.

Task 1007 Prepare Final Opinion of Probable Cost

DESIGN PROFESSIONAL will prepare a final opinion of probable construction cost for the Project and submit it to the CITY. Final opinion of probable construction cost shall include cost for GSI maintenance and a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

TASK SERIES 1100 - WORK TRACKING APPLICATION

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets for each Project Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY.

TASK SERIES 1200 BID PHASE SERVICES

Task 1201 Pre-Bid Conference

Prepare and present a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make

recommendation of award. Project advertisement will have a duration of approximately thirty (30) calendar days.

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

Task 1202 Submit Engineer's Opinion of Probable Construction Cost

Update the Final Class 1 cost opinion submitted under Task 1007 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate

Task 1203 Bid Assistance and Evaluation

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

IV. OPTIONAL SERVICES

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

- A. Meetings with CITY departments beyond those contemplated under the Basic or Additional Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic or Additional Scope of Services.
- C. Assisting CITY with appraisal and/or acquisition of easements.

- D. Potholing of utilities for use in design to determine locations and elevations of utility pipelines.
- E. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in project area size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
 - 3. Method of financing or availability of funding;
 - 4. Water main replacement design.

V. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the DESIGN PROFESSIONAL, the following items within 30 days of Notice to Proceed:

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV inspection data, manhole inspection data, inlet inspection data, diversion structure as-built drawings and inspection reports, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Provide GIS data, including property lines, contours, impervious surfaces, water main, sewer records, and planimetrics for the overall project. Aerial imagery for the project will also be provided by the CITY.
- D. CITY will provide guidance on design storm criteria for preliminary and final design of stormwater infrastructure.
- E. CITY will provide any Infoworks combined sewer modeling required as part of the project.
- F. CITY will provide Atlas 14 rainfall distributions to be used for stormwater modeling.
- G. CITY will provide contact information for coordination with Public Works, Parks and Recreation, and stakeholders.

(End of Scope of Services)

ATTACHMENT C1

ENGINEERING FEE SUMMARY



**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS
PRELIMINARY AND FINAL DESIGN SERVICES**

SUMMARY OF DESIGN COSTS

TASK 110: PROJECT MANAGEMENT AND ADMINISTRATION	- Hg Labor Cost	\$ 14,088.82
	- EAE	\$ 10,548.00
	- Tetra Tech	\$ 1,470.00
	Task 110 Total:	\$ 26,106.82
TASK 600: FIELD INVESTIGATIONS	- Hg Labor Cost	\$ 4,219.03
	- EAE	\$ 4,992.00
	- Tetra Tech	\$ 24,967.00
	- Olsson	\$ 33,600.00
	- Geotechnology	\$ 9,250.00
	Task 600 Total:	\$ 77,028.03
TASK 700: PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION	- Hg Labor Cost	\$ 5,944.08
	- EAE	\$ 3,936.00
	- Tetra Tech	
	Task 700 Total:	\$ 9,880.08
TASK 900: PRELIMINARY DESIGN	- Hg Labor Cost	\$ 42,218.18
	- EAE	\$ 26,518.00
	- Tetra Tech	\$ 26,986.00
	Task 900 Total:	\$ 95,722.18
TASK 1000: FINAL DESIGN	- Hg Labor Cost	\$ 53,156.38
	- EAE	\$ 38,726.00
	- Tetra Tech	\$ 14,659.00
	Task 1000 Total:	\$ 106,541.38
TASK 1100: WORK TRACKING APPLICATION	- Hg Labor Cost	\$ -
	- EAE	\$ 1,056.00
	- Tetra Tech	\$ -
	Task 1100 Total:	\$ 1,056.00
TASK 1200: BID PHASE SERVICES	- Hg Labor Cost	\$ 2,182.51
	- EAE	\$ 912.00
	- Tetra Tech	\$ -
	Task 1200 Total:	\$ 3,094.51
HG Direct Costs:		\$121,809.00
Expenses:		
Hg Expenses	\$1,496.00	
EAE	\$87,345	(\$86,688+\$657 (Expenses))
Tetra Tech	\$70,000.00	(\$68,082+\$1,918 (Expenses))
Geotechnology	\$9,250.00	
Olsson	\$33,600.00	
Total Expenses:	\$201,691.00	
PRELIMINARY AND FINAL DESIGN PROJECT FEE:		\$323,500.00
CONCEPTUAL DESIGN PREVIOUSLY AUTHORIZED (INCLUDING OPTIONAL SERVICES):		\$210,000.00
DEDUCT ORIGINAL BUDGET AND OPTIONAL SERVICES NOT SPENT:		\$53,767.00
NEW OPTIONAL SERVICES AMOUNT:		\$20,267.00
TOTAL CONTRACT AMOUNT W/ AMENDMENT #1:		\$500,000.00
TOTAL CONTRACT AMOUNT:		\$500,000.00
ORIGINAL AUTHORIZATION:		\$210,000.00
AMENDMENT #1 AMOUNT:		\$290,000.00

Note: See Additional Sheets for Sub-Consultant Fee Breakdowns

Attachment C1 - Design Professional Services Contract - Fee Summary					
TOWN FORK CREEK BASELINE IMPROVEMENTS					
PRELIMINARY AND FINAL DESIGN SERVICES					
Water Services Department - Kansas City, MO					
Design Man-hour Estimate					
Task Description	P1	PM1	E2	E1	D2
TASK 110: PROJECT MANAGEMENT AND ADMINISTRATION					
Task 111 - Project Management Services - Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.	2	10			
Task 112 - Monthly Invoicing and Project Status Reports - Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal.		8			
Task 113 - Sub Consultant Agreements and Administration - Prepare a scope, budget, schedule, and agreement for its sub consultants involved in the Project.		6			
Task 114 - Quality Control		24			
Task 115 - Monthly Progress Meetings - Participate in up to 8 monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work.		12	18		
Subtotal Hours	2	60	18	0	0
TASK 500: STORMWATER MODELING					
Effort for Task 500 is accounted for within Task 900					
TASK 600: FIELD INVESTIGATIONS					
Task 601 - Topographic Survey (See Olsson Estimate)					
A. Coordination with surveyor			2		
Task 602 - Smoke Testing (See Tetra Tech Estimate)					
Task 603 - Dyed Water Testing (See Tetra Tech Estimate)					
Task 604 - Geotechnical Investigations (See Geotechnology Estimate)					
A. Coordinate with Geotech regarding proposed boring locations (8)			2		
Task 605 - Utility Coordination (See EAE Estimate)					
A. Utility Coordination Meetings (2)		6	6		
B. Utility Coordination within Design Team		1	2	8	
Subtotal Hours	0	7	12	8	0
TASK 700: PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION					
Task 701 - Communication with Property Owners (See EAE Estimate)					
Task 702 - Stakeholder Workshop					
A. Stakeholder Workshops (3)		9	9		
B. Meeting Materials Coordination (3)		2	3	12	
C. Meeting Minutes (3)			3		
Subtotal Hours	0	11	15	12	0
TASK 800: GREEN STORMWATER INFRASTRUCTURE (GSI)					
Effort for Task 800 is accounted for within Task 900					

Attachment C1 - Design Professional Services Contract - Fee Summary

TOWN FORK CREEK BASELINE IMPROVEMENTS

PRELIMINARY AND FINAL DESIGN SERVICES

Water Services Department - Kansas City, MO

Design Man-hour Estimate

Task Description	P1	PM1	E2	E1	D2
TASK 900: PRELIMINARY DESIGN					
Task 901 - Preliminary Design Drawings (30%)					
A. Area 1 - Cemetery Infiltration Trench Design					
1. Drainage Area Map		1	2	8	
2. Hydrology Calculations		1	2	8	
3. Hydraulic Calculations for GSI Facility Sizing		1	4	16	
4. GSI Renderings Coordination		1	2		
5. Plan/Profile Sheets and Details	1	2	4	16	60
B. Area 1 - Elimination of DS 118 and 119 (See Tetra Tech Estimate)					
C. Area 2 - Agnes Ave and 57th Street Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					4
D. Area 3 - DS 187 Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					4
E. Area 3 - Satchel Paige Stadium Sewer Separation					
1. Drainage Area Map		1	2	12	
2. Hydrology Calculations		1	2	12	
3. Hydraulic Calculations for Pipe Sizing		2	8	24	
4. Plan/Profile Sheets and Details	1	2	8	24	60
Task 902 - Update Alternatives Evaluation Technical Memorandum					
A. Address City Review Comments and Update Costs		1	8		
B. Smoke Testing Results Memo (See Tetra Tech Estimate)					
C. Hydrologic and Hydraulic Calculation Documentation (Cemetery and Satchel Paige Stadium)			2	4	
D. Incorporate Sections (By Others)			2	4	
E. Submit Final Memorandum to Aconex		1			
Task 903 - Preliminary Design Review Meeting (Scheduled as a Monthly Progress Meeting)					
Subtotal Hours	2	14	46	128	128
TASK 1000: FINAL DESIGN					
Task 1001 - 60% Construction Drawings and Specifications					
A. Area 1 - Cemetery Infiltration Trench Design					
1. Update Drainage Area Map			1	2	
2. Update Hydrology Calculations			1	4	
3. Update Hydraulic Calculations for GSI Facility Sizing			2	8	
4. GSI Renderings Coordination			2		
5. Update Plan/Profile Sheets and Details		2	4	12	40
B. Area 1 - Elimination of DS 118 and 119 (See Tetra Tech Estimate)					
C. Area 2 - Agnes Ave and 57th Street Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					8
D. Area 3 - DS 187 Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					8
E. Area 3 - Satchel Paige Stadium Sewer Separation					
1. Update Drainage Area Map			1	4	
2. Update Hydrology Calculations			1	4	
3. Update Hydraulic Calculations for Pipe Sizing			4	8	
4. Update Plan/Profile Sheets and Details		2	4	16	40
F. Front-End Specification Review (See EAE Estimate)					
G. Draft Technical Specifications (Including GSI Specifications)		1	8		
H. Print and Deliver Plan Set				2	
Task 1002 - 60% Opinion of Probable Construction Cost		1	4		
Task 1003 - Plan-in-Hand Walk Through					
A. Field Visit		4	8		
B. Documentation of Special Conditions, photographs, proposed solutions, and additional specifications (See EAE Estimate)			2		
C. Print and Deliver 2 Hard Copies (See EAE Estimate)					

Attachment C1 - Design Professional Services Contract - Fee Summary

TOWN FORK CREEK BASELINE IMPROVEMENTS

PRELIMINARY AND FINAL DESIGN SERVICES

Water Services Department - Kansas City, MO

Design Man-hour Estimate

Task Description	P1	PM1	E2	E1	D2
Tasks 1004 & 1005 - 90% Construction Drawings and Specifications					
A. Area 1 - Cemetery Infiltration Trench Design					
1. Update Hydraulic Calculations for GSI Facility Sizing			1	4	
2. GSI Renderings Coordination			2		
3. Update Plan/Profile Sheets and Details		1	4	8	20
B. Area 1 - Elimination of DS 118 and 119 (See Tetra Tech Estimate)					
C. Area 2 - Agnes Ave and 57th Street Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					4
D. Area 3 - DS 187 Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					4
E. Area 3 - Satchel Paige Stadium Sewer Separation					
1. Update Hydraulic Calculations for Pipe Sizing		1	2	8	
2. Update Plan/Profile Sheets and Details		1	4	8	20
F. Update Front-End Specifications (See EAE Estimate)					
G. Update Draft Technical Specifications (Including GSI Specifications)		1	8		
H. Print and Deliver Plan Set				2	
Tasks 1006 - 100% and Final Drawings for Bidding					
A. Area 1 - Cemetery Infiltration Trench Design					
1. Update Plan/Profile Sheets and Details		1	2	4	12
B. Area 1 - Elimination of DS 118 and 119 (See Tetra Tech Estimate)					
C. Area 2 - Agnes Ave and 57th Street Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					2
D. Area 3 - DS 187 Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					2
E. Area 3 - Satchel Paige Stadium Sewer Separation					
1. Update Plan/Profile Sheets and Details		1	2	4	12
F. Update Front-End Specifications (See EAE Estimate)					
G. Update Draft Technical Specifications (Including GSI Specifications)		1	4		
H. Print and Deliver 100% Plan Set for Review				2	
I. Area 1 - Cemetery Infiltration Trench Design					
1. Update Plan/Profile Sheets and Details			1	4	8
J. Area 1 - Elimination of DS 118 and 119 (See Tetra Tech Estimate)					
K. Area 2 - Agnes Ave and 57th Street Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					2
L. Area 3 - DS 187 Sewer Separation (See EAE Estimate)					
1. Provide CAD Assistance to EAE with Plan/Profile Sheets and Details					2
M. Area 3 - Satchel Paige Stadium Sewer Separation					
1. Update Plan/Profile Sheets and Details			1	4	8
N. Update Front-End Specifications (See EAE Estimate)					
O. Update Draft Technical Specifications (Including GSI Specifications)		1	2		
P. Print and Deliver Sealed Final Drawings for Bidding				2	
Q. Upload Electronic Documentation				2	
Task 1007 - Final Opinion of Probable Cost		1	4		
Subtotal Hours	0	19	79	112	192
TASK 1100: WORK TRACKING APPLICATION (SEE EAE ESTIMATE)					
TASK 1200: BID PHASE SERVICES					
A. Pre-Bid Conference and Meeting Minutes		3	5		
B. Submit Engineer's Opinion of Probable Cost		1	2		
C. Bid Assistance and Evaluation		2			
Subtotal Hours	0	6	7	0	0
PROJECT HOUR TOTALS	4	117	177	260	320

**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 110: PROJECT MANAGEMENT AND ADMINISTRATION

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST
P1	2	\$241.16	\$ 482.33
PM1	60	\$179.36	\$ 10,761.60
E1	0	\$133.36	\$ -
E2	18	\$158.05	\$ 2,844.89
D2	0	\$116.28	\$ -
	<hr/> 80		
Direct Salary Total			\$ 14,088.82
Direct Costs:			
		Mileage	\$ -
		Misc. Supplies	\$ -
Total Direct Costs			<hr/> \$ -
Total Cost			\$ 14,088.82

**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 600: FIELD INVESTIGATIONS

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST	
P1	0	\$241.16	\$ -	
PM1	7	\$179.36	\$ 1,255.52	
E1	8	\$133.36	\$ 1,066.92	
E2	12	\$158.05	\$ 1,896.60	
D2	0	\$116.28	\$ -	
	<hr/> 27			
	Direct Salary Total		\$ 4,219.03	
	Direct Costs:			
		Mileage	\$ -	
		Misc. Supplies	\$ -	
	Total Direct Costs		<hr/> \$ -	
	Total Cost		\$ 4,219.03	



**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 700: PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST	
P1	0	\$241.16	\$	-
PM1	11	\$179.36	\$	1,972.96
E1	12	\$133.36	\$	1,600.38
E2	15	\$158.05	\$	2,370.74
D2	0	\$116.28	\$	-
	<u>38</u>			
Direct Salary Total			\$	5,944.08
Direct Costs:				
		Mileage	\$	-
		Misc. Supplies	\$	-
Total Direct Costs				<u>\$ -</u>
Total Cost			\$	5,944.08



**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 900: PRELIMINARY DESIGN

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST
P1	2	\$241.16	\$ 482.33
PM1	14	\$179.36	\$ 2,511.04
E1	128	\$133.36	\$ 17,070.69
E2	46	\$158.05	\$ 7,270.28
D2	128	\$116.28	\$ 14,883.84
	<u>318</u>		
Direct Salary Total			\$ 42,218.18
Direct Costs:			
		Mileage	\$ -
		Misc. Supplies	\$ -
Total Direct Costs			<u>\$ -</u>
Total Cost			\$ 42,218.18



**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 1000: FINAL DESIGN

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST	
P1	0	\$241.16	\$ -	
PM1	19	\$179.36	\$ 3,407.84	
E1	112	\$133.36	\$ 14,936.86	
E2	79	\$158.05	\$ 12,485.92	
D2	192	\$116.28	\$ 22,325.76	
	<u>402</u>			
Direct Salary Total			\$ 53,156.38	
Direct Costs:				
		Mileage	\$ -	
		Misc. Supplies	\$ -	
Total Direct Costs			<u>\$ -</u>	
Total Cost			\$ 53,156.38	



**Attachment C1 - Hg Consult Fee Estimate
TOWN FORK CREEK BASELINE IMPROVEMENTS**

TASK 1200: BID PHASE SERVICES

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT SALARY COST	
P1	0	\$241.16	\$	-
PM1	6	\$179.36	\$	1,076.16
E1	0	\$133.36	\$	-
E2	7	\$158.05	\$	1,106.35
D2	0	\$116.28	\$	-
	<u>13</u>			
Direct Salary Total			\$	2,182.51
Direct Costs:				
		Mileage	\$	-
		Misc. Supplies	\$	-
Total Direct Costs				<u>\$ -</u>
Total Cost			\$	2,182.51

HG CONSULT COMPENSATION SCHEDULE		
Effective June 2020		
Through June 2021		
P1	Principal	\$215 - \$250
PM1	Project Manager	\$160 - \$190
E2	Senior Engineer	\$140 - \$175
E1	Project Engineer	\$115 - \$145
D2	Designer/Technician	\$105 - \$130

Environmental Advisors & Engineers

Project Name - Town Fork Creek Baseline Improvements - Final Design

Fee Summary Sheet

Task ID	Description	Principal in Charge	QA/QC	PM	Sr. Engineer	Proj. Engineer	CAD Tech #1	Project Admin	Total
110	Project Management and Administration								
111	Project Management Services	2		10					
112	Monthly Invoicing and Status Reports	2		4				16	
113	Sub-Consultant Agreement and Admin	2		2					
114	Quality Control		24						
115	Monthly Progress meetings			12					
	SUB-TOTALS (Labor Hours)	6	24	28	0	0	0	16	74
	SUB-TOTALS	\$ 1,020.00	\$ 3,864.00	\$ 4,256.00	\$ -	\$ -	\$ -	\$ 1,408.00	\$ 10,548.00
500	Stormwater Modeling								
501	Refine and update stormwater model. Simulate runoff.				24	36			
	SUB-TOTALS (Labor Hours)	0	0	0	24	36	0	0	60
	SUB-TOTALS	\$ -	\$ -	\$ -	\$ 3,720.00	\$ 4,932.00	\$ -	\$ -	\$ 8,652.00
600	Field Investigations and Data Review								
601	Topographic Survey								
602	Smoke Testing								
603	Dyed Water Testing								
604	Geotechnical Investigations								
605	Utility Coordination			12				36	
	SUB-TOTALS (Labor Hours)	0	0	12	0	0	0	36	48
	SUB-TOTALS	\$ -	\$ -	\$ 1,824.00	\$ -	\$ -	\$ -	\$ 3,168.00	\$ 4,992.00
700	Public Involvement and Neighborhood Coordination								
701	Communication with Property Owners							24	
702	Stakeholder Workshop			12					
	SUB-TOTALS (Labor Hours)	0	0	12	0	0	0	24	36
	SUB-TOTALS	\$ -	\$ -	\$ 1,824.00	\$ -	\$ -	\$ -	\$ 2,112.00	\$ 3,936.00
800	Green Stormwater Infrastructure (GSI)								
801	Green Stormwater Infrastructure Design		2	8	12	12			
	SUB-TOTALS (Labor Hours)	0	2	8	12	12	0	0	34
	SUB-TOTALS	\$ -	\$ 322.00	\$ 1,216.00	\$ 1,860.00	\$ 1,644.00	\$ -	\$ -	\$ 5,042.00
900	Preliminary Design								
901	Preliminary Design Drawings (30% complete)			6	12	8	42		
902	Draft Basis of Design Report			8		24	0		
903	Preliminary Design Review Meeting			0	0				
	SUB-TOTALS (Labor Hours)	0	0	14	12	32	42	0	100
	SUB-TOTALS	\$ -	\$ -	\$ 2,128.00	\$ 1,860.00	\$ 4,384.00	\$ 4,452.00	\$ -	\$ 12,824.00
1000	Final Design								
1001	60% Complete Construction Drawings and Specifications			20	24		40		
1002	60% Complete Opinion of Probable Construction Cost			4		8			
1003	Plan-in-Hand Walk Through			4		16			
1004	90% Complete Construction Drawings and Specifications		4	8	24	8	40		
1005	Submit 90% Complete Construction Drawings			4	8	8			
1006	Complete 100% Final Drawings and Bidding Documents			8	16	12	24		
1007	Complete Final Opinion of Probable Cost		2	4		4			
	SUB-TOTALS (Labor Hours)	0	6	52	72	56	104	0	290
	SUB-TOTALS	\$ -	\$ 966.00	\$ 7,904.00	\$ 11,160.00	\$ 7,672.00	\$ 11,024.00	\$ -	\$ 38,726.00
1100	Work Tracking Application								
1101	Update City's Work Tracking Application							12	
	SUB-TOTALS	0	0	0	0	0	0	12	12
	SUB-TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,056.00	\$ 1,056.00
1200	Bid Phase Services								
1201	Pre-Bid Conference			2					
1202	Submit Engineer's Opinion of Probable Construction Cost			2					
1203	Bid Assistance and Evaluation			2					
	SUB-TOTALS (Labor Hours)	0	0	6	0	0	0	0	6
	SUB-TOTALS	\$ -	\$ -	\$ 912.00	\$ -	\$ -	\$ -	\$ -	\$ 912.00
	TOTAL HOURS	6	32	132	120	136	146	88	660
	Billing Rates	\$ 170.00	\$ 161.00	\$ 152.00	\$ 155.00	\$ 137.00	\$ 106.00	\$ 88.00	
	Labor	\$ 1,020.00	\$ 5,152.00	\$ 20,064.00	\$ 18,600.00	\$ 18,632.00	\$ 15,476.00	\$ 7,744.00	\$ 86,688.00
	Expenses								\$ 657.00
	Grand Total								\$ 87,345.00

Mileage Rate \$ 0.575

Tasks	Miles Est.	Mileage	Reproductio n Services
110 Project Management and Administration			
115 Project Kick-off Meeting	0	\$ -	
117 Monthly Progress meetings	160	\$ 92.00	
600 Field Investigations and Data Review			
601 Topological Survey	80	\$ 46.00	
602 Geotechnical Investigations	80	\$ 46.00	
700 Public Involvement and Neighborhood Coordination			
702 Stakeholder Workshp	100	\$ 57.50	
900 Preliminary Design			
901 Preliminary Design Drawings (30% complete)			\$ 150.00
903 Preliminary Design Review Meeting	80	\$ 46.00	
1000 Final Design			
1003 Plan-in-Hand Walk Through	120	\$ 69.00	
1006 Final Design Drawings			\$ 150.00
Sub-Total		\$ 356.50	\$ 300.00
Grand Total Expenses			\$ 657.00

TT Price Proposal		Labor Plan													Price Summary / Totals																			
Town Fork Creek Baseline Improvements		12 Resource													Task Pricing Totals																			
		Investigate/optimize the combined sewer diversion structures, outfalls, and associated piping in the Town Fork Creek basin. We are a sub to Hg Consult.													Specify Add'l Fees on Setup																			
Submitted to: Hg Consult (Attn: Mike Alexander)		Proj Area >													Technology Use Fee																			
Contract Type: T&M															Total Price																			
Project Phases / Tasks		Schedule					Total Labor Hrs	Unit Rate Qty's													Pricing by Resource													
		From	Thru	Months	Work Days Est	Work Days		QA/QC - Sewer Sep (John Burmest)	QA/QC - GSI (Carol Hurlage)	Project Manager 1 (Bridget Harper)	Engineer 2 (Caris Bowling)	Engineer 2 (Stephyn Division)	Inspector 2 (Amy Wurdan)	Sr CAD Designer 1 (Beth Ronger)	Sr Technician 1 (Bryan Ballard)	Technician 2 (Rick Sibourin)	Technician 1 (Kenny Golden)	Technician 1 (Sean Tomberlin)	Technician 1 (Eric Kromel)	Fleet Vehicles	Testing Field Crew	Dye Test Field Crew	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals					
							608	6	12	70	60	148	40	108	4	48	48	32	32	Charged to >	M&E	Labor	Labor	0.00%	68,082	-	-	58	1,860	69,999				
Task Series 110 - Project Administration		06/01/20	12/31/20	6.9	16	137	8	-	2	6	-	-	-	-	-	-	-	-											1,470	-	-	-	-	1,470
Task Series 600		06/01/20	10/31/20	4.9	54	474	268	-	-	8	48	48	-	-	4	48	48	32	32	620	20,000	10						24,967	-	-	58	1,860	26,884	
Task Series 800 Green Stormwater Infrastructure		06/01/20	10/31/20	4.9	32	274	92	-	4	8	-	-	40	40	-	-	-	-	-									12,408	-	-	-	-	12,408	
Task Series 900 - Preliminary Design		06/01/20	10/31/20	4.9	48	411	120	2	4	22	12	48	-	32	-	-	-	-	-									14,578	-	-	-	-	14,578	
Task Series 1000 - Final Design		09/01/20	12/31/20	3.9	77	686	120	4	2	26	-	52	-	36	-	-	-	-	-									14,659	-	-	-	-	14,659	
Totals		06/01/20	12/31/20	6.9			608	6	12	70	60	148	40	108	4	48	48	32	32	Quantities >	620	20,000	10	0.00%	68,082	-	-	58	1,860	69,999				

CN 1516: Baseline Improvements: Town Fork Creek Project Amendment No. 1: Geotechnology, Inc. Fee

Mike:

Geotechnology's fee estimate for a geotechnical exploration is **Nine Thousand Two Hundred Fifty Dollars (\$9,250.00)**. This fee includes the following:

- 1) Notification of Missouri One-Call. A representative of Geotechnology will mark the borings relative to site features. Measurement of the as-drilled boring locations by a professional surveyor is recommended.
- 2) This fee estimate considers that each boring is accessible to our drill rig. Borings in lawn areas are anticipated. In addition, completion of the KCMO *Excavation for Soil Boring* permit and associated fee for the boring located along E 66th Terrace is budgeted. Permitting and fees for borings located in a KCMO roadway are not budgeted.
- 3) Drilling and soil sampling at a total of 8 locations in up to three separate areas. The borings will be sampled to a depth of 20 feet. If auger refusal material is encountered prior to the planned boring depth, the boring will be terminated. Rock coring is not planned.
- 4) Soil sampling will be performed using split-spoon and Shelby tube techniques at 2.5-foot intervals to 10 feet followed by 5-foot intervals thereafter.
- 5) The borings will be logged by a field engineer.
- 6) Each boring will backfilled with auger cuttings and plugged. Excess auger cuttings will be uniformly spread around the borehole.
- 7) Use of traffic control signs and cones; however, use of flaggers is not budgeted. In addition, completion of the KCMO *Traffic Control for Non-Construction* permit and associated fee for the boring located along E 66th Terrace is budgeted.
- 8) Laboratory testing will include determination of moisture content, Atterberg limits, dry unit weight determination and percent passing No. 200 sieve.
- 9) The report will be prepared by a Missouri-registered professional engineer. The report will include the results of the borings and laboratory tests, a boring location plan, and considerations for site grading, excavations, backfilling and groundwater.
- 10) Drilling is anticipated to take two days, weather permitting.
- 11) Laboratory testing will take approximately 1 to 2 weeks, and the report will be issued approximately 1 week after completion of laboratory testing.
- 12) Geotechnology will mobilize a lower ground pressure, all-terrain drill rig to reduce ground disturbance. However, our fee does not include restoration of the site to pre-drilling condition.

Matt McQuality, P.E.

Office Leader

GEOTECHNOLOGY, INC.

5055 Antioch Road

Overland Park, KS 66203

913-375-4389 cell

913-438-1900 phone

mmcquality@geotechnology.com

www.geotechnology.com

**CN 1516: Baseline Improvements: Town Fork Creek Project Amendment No. 1:
Olsson, Inc. Fee**

Mike:

Olsson's fee estimate for topographical surveying services is **Thirty-Three Thousand Six Hundred Dollars (\$33,600.00)**. This fee includes the following:

Olsson shall provide a topographic design base file for the five project areas shown on the provided exhibit. The site contains 6,720 linear feet of pipe alignment. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals, and existing feature locations (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and marked utilities will be shown. Horizontal control will be tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and vertical control will be referenced to the North American Vertical Datum, NAVD 88.

Thanks,

Jason Roudebush, Vice President
Olsson, Inc.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.575/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 1516 PROJECT NO. 81000838
BASELINE IMPROVEMENTS: TOWN FORK CREEK PROJECT
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Hg Consult, Inc. (Design Professional). The parties amend the Agreement entered into on August 5, 2019, as follows:

WHEREAS, City has previously entered into a contract dated August 5, 2019 in the amount of \$210,000.00; and

WHEREAS, the City has previously amended this contract with Amendment No. 1 dated August 4, 2020 in the amount of \$290,000.00 to make the total contract amount \$500,000.00; and

WHEREAS, the City desires to execute a No Cost Amendment No. 2; and

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

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

- A. Delete and replace the following section(s):
 - a. Delete Attachment H: Non-Construction Subcontractors Listing and replace with the following Attachment H: Non-Construction Subcontractors Listing

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.

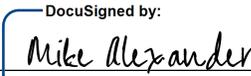
Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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: 11/30/2020

By: 
E0441CD3F18E440...

Title: Project Manager

KANSAS CITY, MISSOURI

Date: 12/11/2020

By: 
44458FCE836C4D6...

Name: D. Matt Bond, P.E.

Title: Deputy Director
Water Services Department

Approved as to form:


Assistant City Attorney
18995146F75D420...

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.	Environmental Advisors and Engineers, Inc. Name: Jill Biesma Email: jbiesma@eaei.com	Address: 19211 W. 64th Terrace - Shawnee, KS 66218 Phone: 913-599-4326 Fax: 913-219-6662
2.	Tetra Tech Name: John Brummer Email: john.brummer@tetratech.com	Address: 9200 Ward Pkwy, Suite 200 - Kansas City, MO 64114 Phone: 816-412-1741 Fax: 913-558-4677
3.	Olsson Name: Darren A. Hennen Email: dhennen@olsson.com	Address: 1301 Burlington Street, Suite 100 - North Kansas City, MO 64116 Phone: 816-361-1177 Fax: 816-469-5940
4.	Geotechnology Name: Matt McQuality Email: mmcquality@geotechnology.com	Address: 5055 Antioch Road - Overland Park, KS 66203 Phone: 913-438-1900 Fax: 913-438-1923
5.	Name: Email:	Address: Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name:	Hg Consult, Inc.
Submitted By:	Earl Harrison Jr.
Title:	President
Telephone No.:	816-256-5153
Fax No.:	816-256-5153
E-mail:	eharrison@hgcons.com
Date:	11/2/2020

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 1516 PROJECT NO. 81000838
BASELINE IMPROVEMENTS: TOWN FORK CREEK PROJECT
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Hg Consult, Inc. (Design Professional). The parties amend the Agreement entered into on August 5, 2019, as follows:

WHEREAS, City has previously entered into a contract dated August 5, 2019 in the amount of \$210,000.00; and

WHEREAS, the City has previously amended this contract with Amendment No. 1 dated August 4, 2020 in the amount of \$290,000.00, to make the total contract amount \$500,000.00; and

WHEREAS, the City has previously amended this contract with a No-Cost Amendment No. 2, dated December 11, 2020; and

WHEREAS, the City desires to execute Amendment No. 3, in the amount of \$260,750.00, to amend the total contract amount to \$760,750.00; and

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

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

- A. Add the following section(s):
 - a. Under Attachment A – Scope of Services, add Attachment A2 – Scope of Services for Construction Phase Services, attached herein;
 - b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C2 – Engineering Fee Summary and Schedule of Position Classifications, attached herein;
 - c. Sec. 8. Responsibilities of City., Subparagraph F:
Evaluate Contractor’s performance at key contractual milestones per the City’s Water Services Department’s (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor’s Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.
- B. Delete and replace the following section(s):

- a. Delete Attachment H: Non-Construction Subcontractors Listing and replace with the following Attachment H: Non-Construction Subcontractors Listing, attached herein;
- b. Delete Sec. 4 Compensation and Reimbursables, Subparagraphs A.1-4 and replace with the following Sec. 4 Compensation and Reimbursables, Subparagraphs A. 1-4:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$760,750.00, as follows:

1. \$358,112.19 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 \$382,604.95. 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 \$20,032.86 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 A2

SCOPE OF SERVICES (CONSTRUCTION PHASE SERVICES)

Design Professional: Hg Consult, Inc.
Owner: City of Kansas City, Missouri
Project: Baseline Improvements: Town Fork Creek
WSD Contract No: 1516
WSD Project No: 81000838

I. GENERAL

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

Construction Phase Services

1. Task Series 1100 — Project Management and Administration
 2. Task Series 1200 — Public Involvement
 3. Task Series 1300 — Construction Office and Field Support Services
 4. Task Series 1400 — Resident Project Representative Services
 5. Task Series 1500 — Project Closeout
- B. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment, or shall be provided as Optional Services upon written authorization from the CITY.
- C. Responsibilities of CITY and Smart Sewer Program (SSP) Team.
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
 3. The CONTRACTOR is responsible for overall site safety. The DESIGN PROFESSIONAL shall verify that DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in appropriate safety procedures and precautions in accordance with DESIGN PROFESSIONAL's minimum safety requirements. DESIGN PROFESSIONAL employees and subcontractors shall follow the CONTRACTOR'S site safety plan.

4. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
 5. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and responsibilities and are performing them to the CITY's satisfaction.
 6. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.
 7. Evaluate Design Professional'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 Design Professional's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Design Professional shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.
- D. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to verify 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 authority and responsibilities set forth below.
1. DESIGN PROFESSIONAL shall furnish Resident Project Representative (RPR) staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority and limitations thereon of any such RPR and assistants shall be as provided herein.
 2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose, or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

3. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.
4. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.
5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
 1. All services through Task Series 1500 shall be completed within 270 calendar days following the CITY's issuance of a Notice to Proceed. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

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

TASK SERIES 1100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 1100 through 1500 is included in Task Series 1100. It is assumed that construction phase services and design services will be concurrent.

Task 1101 Project Management Services: DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes project correspondence and consultation with CITY staff related to DESIGN PROFESSIONAL's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 1102 Monthly Invoicing: DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system.

Task 1103 Monthly Project Status Report: DESIGN PROFESSIONAL shall prepare and submit a monthly project status report on forms acceptable to the CITY. PDF copies of each project status report shall be uploaded to the CITY's web based document management system (e-Builder). A project status report shall accompany each monthly invoice submittal. The monthly progress status reports shall document, at the Task Series level, work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet HRD approved M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

Task 1104 Subconsultant Agreements and Administration: Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly

M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

TASK SERIES 1200 - PUBLIC INVOLVEMENT & NEIGHBORHOOD COORDINATION

Task 1201 Public Meeting: CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing two project area exhibits on presentation boards, Construction Contract Drawings, preparation of meeting minutes, and responding to questions.

Task 1202 Correspondence and Tracking 311 Cases: DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track all 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. All open 311 cases will be discussed at each monthly progress meeting.

TASK SERIES 1300 - CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES

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

Task 1301 Review CONTRACTOR's Schedules:

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.

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

Task 1302 Meetings, Conferences, and Site Visits:

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system.
2. DESIGN PROFESSIONAL shall attend up to 9 monthly progress meetings, with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.
3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 6 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 1303 Document Management and Work Tracking Application: DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system (e-Builder) for managing, tracking and storing documents associated with the project. DESIGN PROFESSIONAL, RPR, and staff shall attend training on CITY's web-based document management system prior to start of construction. Documents will include, but are not limited to, shop drawings, submittals, correspondence, change orders, work change directives, project status

reports, pay requests, inspection reports, daily logs, meeting minutes, progress photos, and correspondence between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

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

Task 1304 Shop Drawing and Data Submittals: DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

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

Task 1305 Payment Requisitions: DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 9) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 1306 Interpretations of Contract Documents: DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs,

and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR.

Task 1307 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests: DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

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

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

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

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

To establish basis for DESIGN PROFESSIONAL's compensation, up to 5 claims, 5 allowance authorizations, 8 change orders, and 10 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable.

Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

Task 1308 Post-Rehabilitation Submittal Reviews:

1. DESIGN PROFESSIONAL shall review up to 150 linear feet of post-rehabilitation CIPP CCTV inspection records and associated full wrap CIPP Short or Long Liner service connections as submitted by the CONTRACTOR throughout the project in Project Area prior to approving CONTRACTOR's monthly pay application. DESIGN PROFESSIONAL's staff reviewing the CCTV inspection records shall be PACP certified.
2. DESIGN PROFESSIONAL shall review up to 150 linear feet in the Project Area, of the Contractor's final completion post rehabilitation CCTV submittal package prior to achievement of full operation, including all full wrap CIPP Short or Long Liner and open cut lateral connection replacements post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded for the Punch List. DESIGN PROFESSIONAL's staff shall be PACP certified.

Task 1309 Achievement of Full Operation Review and Final Completion Inspection:

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

TASK SERIES 1400 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work.

The RPR and its assistants will observe the CONTRACTOR's work and perform the services listed below.

RPR Level of Effort: To establish basis for DESIGN PROFESSIONAL's compensation for

resident project representative services, the effort for Task Series 1400 is based on providing one full-time RPR working up to 40 hours per week, over the course of 270 calendar days until substantial completion (assumes 70 days at 20 hours per week at the start of work, 90 days at 40 hours per week and up to 50 hours per week for 40 days), and one partial RPR working up to 20 hours per week for the remaining 70 days until final completion, for a maximum of 1,200 hours. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. 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.

General Responsibilities. RPR will be on site during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on e-Builder each workday during the construction contract.

DESIGN PROFESSIONAL will be responsible for providing all other supplies and equipment necessary for performance of the field work.

Task 1401 Contractor Schedules: RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 1302. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

Task 1402 Meeting and Conferences: RPR will attend the preconstruction conference.

RPR will attend weekly 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 will be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 1403 Liaison: RPR will serve as DESIGN PROFESSIONAL's liaison with CONTRACTOR, 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, as limited by the budgeted hours:

Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.

Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. Awareness of job site activities, at times when the

RPR is not on site, is limited to that which is reported to the RPR by the CONTRACTOR.

Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will 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. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular 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, only when requested.

Witness and document testing performed by the CONTRACTOR.

Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

Task 1404 Review of Work, Rejection of Defective Work, Inspections and Testing: RPR will conduct onsite observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.

RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL will report unsatisfactory work to the CITY. 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.

Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.

Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.

Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs 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.

RPR will verify that tests and operations and maintenance training is 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 is on site.

Task 1405 Records: RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, 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.

RPR will keep a recording of 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 on City provided forms. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

RPR will record names, addresses, and telephone numbers of all CONTRACTOR, Subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 1406 Reports and Document Review:

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

- h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
- i. Observations pertaining to the progress of the work. Materials received on job site. Progress photographs
- j. Construction issues and resolutions or proposed resolutions to issues.

Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.

Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.

Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.

All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.

This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1407 Payment Requisitions: RPR 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 complete and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness and ENVISION™ reporting forms.

Task 1408 Achievement of Full Operation and Final Completion:

1. Achievement of Full Operation:

- a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
- b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

2. Final Completion

- a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.
- b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

Task 1409 Final Completion Inspection: RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY, Kansas City Water Services Department representative, 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.

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

TASK SERIES 1500 - PROJECT CLOSEOUT

Task 1501 Construction Record Drawings: 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 for the project that show changes to original drawings made during construction.

DESIGN PROFESSIONAL will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format.

The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the e-Builder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the e-Builder document management system.

Task 1502 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 "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase

Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

Task 1503 Project Closeout Documentation: The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

Task 1504 Update GIS: The DESIGN PROFESSIONAL shall prepare and provide an updated ArcGIS geodatabase that follows the geodatabase update protocol provided by the CITY. DESIGN PROFESSIONAL shall update the GIS database based on construction record or "as-built" drawings provided by the CONTRACTOR. Updates to the GIS items such as:  lining, full pipe replacement material/diameter changes, manhole rehabilitation, and new manholes. Any updated to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL in accordance with the GIS update protocol.

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

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

OPTIONAL SERVICES

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

- A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.
- B. Additional meetings beyond those identified under the Basic Scope of Services.
- C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.

- D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.
- E. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.
- F. Review of additional pre-rehabilitation and post-rehabilitation Three-Dimensional Optical Manhole Scan records beyond those identified under the Basic Scope of Services.
- G. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.
- H. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.
- I. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)



Attachment C - Fee Estimate
BASELINE IMPROVEMENTS: TOWN FORK CREEK
CONSTRUCTION PHASE SERVICES

SUMMARY OF CONSTRUCTION PHASE SERVICES COSTS

TASK 1100: PROJECT MANAGEMENT AND ADMINISTRATION	- Hg Consult	\$ 5,827.68																
	- EAE	\$ 1,282.88																
	- Tetra Tech	\$ 2,432.00																
	Task 1100 Total:	\$ 9,542.56																
TASK 1200: PUBLIC INVOLVEMENT	- Hg Consult	\$ 2,649.92																
	- EAE	\$ 540.16																
	- Tetra Tech	\$ -																
	Task 1200 Total:	\$ 3,190.08																
TASK 1300: CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES	- Hg Consult	\$ 17,404.00																
	- EAE	\$ 2,524.48																
	- Tetra Tech	\$ 5,710.40																
	Task 1300 Total:	\$ 25,638.88																
TASK 1400: RESIDENT PROJECT REPRESENTATIVE SERVICES	- Hg Consult*	\$ 63,225.60																
	- EAE**	\$ 72,146.40																
	- Tetra Tech***	\$ 25,048.00																
	Task 1400 Total:	\$ 160,420.00																
TASK 1500: PROJECT CLOSEOUT	- Hg Consult	\$ 5,240.96																
	- EAE	\$ -																
	- Tetra Tech	\$ 2,918.40																
	Task 1500 Total:	\$ 8,159.36																
<table style="margin-left: auto; margin-right: auto;"> <tr> <td><u>TOTAL HG CONSULT COSTS:</u></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">94,348.16</td> </tr> <tr> <td><u>TOTAL EAE COSTS:</u></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">76,493.92</td> </tr> <tr> <td><u>TOTAL TETRA TECH COSTS:</u></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">36,108.80</td> </tr> <tr> <td><u>TOTAL COSTS:</u></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">206,950.88</td> </tr> </table>			<u>TOTAL HG CONSULT COSTS:</u>	\$	94,348.16	<u>TOTAL EAE COSTS:</u>	\$	76,493.92	<u>TOTAL TETRA TECH COSTS:</u>	\$	36,108.80	<u>TOTAL COSTS:</u>	\$	206,950.88				
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OPTIONAL SERVICES:	\$20,032.86																	
AMENDMENT #3 AMOUNT:	\$260,750.00																	

NOTES:

* Hg Consult would serve as primary RPR on Area 1 and main point of contact for both project sites (Area 1 and Area 5)

**EAE will serve as Lead RPR for Project Area 5 with Hg Consult providing support as needed.

***Tetra Tech will provide RPR services at Area 1 primarily during plantings and site restoration

Attachment C - Design Professional Services Contract - Fee Summary										
BASELINE IMPROVEMENTS: TOWN FORK CREEK										
CONSTRUCTION PHASE SERVICES										
Water Services Department - Kansas City, MO										
Task Description	Hg Consult				EAE			Tetra Tech		
	P1	PM1	E2	D2	P1	E2	RPR	P1	E2	E1
TASK 1100: PROJECT MANAGEMENT AND ADMINISTRATION										
Task 1101 - Project Management Services					4			2	6	
Task 1102 - Monthly Invoicing	4	9					4		3	
Task 1103 - Monthly Project Status Reports		9								
Task 1104 - Subconsultant Agreements and Administration		3								
Subtotal Hours	6	21	0	0	4	0	4	2	9	0
TASK 1200: PUBLIC INVOLVEMENT										
Task 1201 - Public Meeting		3	3			3				
Task 1202 - Correspondence and Tracking 311 Cases		8								
Subtotal Hours	0	11	3	0	0	3	0	0	0	0
TASK 1300: CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES										
Task 1301 - Review Contractor's Schedules										
Task 1302 - Meetings, Conferences, and Site Visits										
A. Pre-Construction Conference and Meeting Minutes (1)		3	4							
B. Monthly Project Meetings and Meeting Minutes (9)		9							6	
C. Periodic Site Visits (6)		12					6		6	
Task 1303 - Document Management and Work Tracking Application										
Task 1304 - Shop Drawing and Data Submittals (20 Submittals)			12						8	
Task 1305 - Payment Requisitions (9)			9						3	
Task 1306 - Interpretations of Contract Documents			8							
Task 1307 - Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests										
A. Review of Claims (5)			5							
B. Review of Allowance Authorizations (5)			5							
C. Review Change Orders (8)			8							
D. Review of Work Change Directives (10)			10							
Task 1308 - Post-Rehabilitation Submittal Reviews (150 LF) (2 Reviews)			4							
Task 1309 - Achievement of Full Operation Review and Final Completion Inspection										
A. Achievement of Full Operation Inspection and Punch List		4				4			4	
B. Final Completion Inspection and Punch List		4				4			4	
C. Review of Final Application for Payment		4								
Subtotal Hours	0	36	65	0	0	14	0	0	31	0
TASK 1400: RESIDENT PROJECT REPRESENTATIVE SERVICES										
Task 1401 - Contractor Schedules			400				550			250
Task 1402 - Meetings and Conferences										
Task 1403 - Liason										
Task 1404 - Review of Work, Rejection of Defective Work, Inspections and Testing										
Task 1405 - Records										
Task 1406 - Reports and Document Review										
Task 1407 - Payment Requisitions										
Task 1408 - Achievement of Full Operation and Final Completion										
Task 1409 - Final Completion Inspection										
Subtotal Hours	0	0	400	0	0	0	550	0	0	250
TASK 1500: PROJECT CLOSEOUT										
Task 1501 - Construction Record Drawings				24					8	
Task 1502 - Furnish Contractor's Completion Documents			4						4	
Task 1503 - Project Closeout Documentation		4							4	
Task 1504 - Update GIS				6						
Subtotal Hours	0	4	4	30	0	0	0	0	16	0
PROJECT HOUR TOTALS	6	72	472	30	4	17	554	2	56	250



**Attachment C - Fee Estimate
BASELINE IMPROVEMENTS: TOWN FORK CREEK**

TASK 1100: PROJECT MANAGEMENT AND ADMINISTRATION

CLASS	TOTAL HOURS	LOADED RATE		DIRECT SALARY COST
HG CONSULT				
P1	6	\$279.68		\$ 1,678.08
PM1	21	\$197.60		\$ 4,149.60
E2	0	\$155.04		\$ -
D2	0	\$127.68		\$ -
	27			
	Direct Salary Total			\$ 5,827.68
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			
	Total Direct Costs			\$ -
	Total Cost:			\$ 5,827.68
EAE				
P1	4	\$191.52		\$ 766.08
E2	0	\$176.32		\$ -
RPR	4	\$129.20		\$ 516.80
	8			
	Direct Salary Total			\$ 1,282.88
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			\$ -
	Total Direct Costs			\$ -
	Total Cost:			\$ 1,282.88
TETRA TECH				
P1	2	\$395.20		\$ 790.40
E2	9	\$182.40		\$ 1,641.60
E1	0	\$97.28		\$ -
	11			
	Direct Salary Total			\$ 2,432.00
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			
	Total Direct Costs			\$ -
	Total Cost			\$ 2,432.00
TASK TOTAL:				\$ 9,542.56



**Attachment C - Fee Estimate
BASELINE IMPROVEMENTS: TOWN FORK CREEK**

TASK 1200: PUBLIC INVOLVEMENT

CLASS	TOTAL HOURS	LOADED RATE		DIRECT SALARY COST
HG CONSULT				
P1	0	\$279.68		\$ -
PM1	11	\$197.60		\$ 2,173.60
E2	3	\$155.04		\$ 465.12
D2	0	\$127.68		\$ -
	14			
	Direct Salary Total			\$ 2,638.72
	Direct Costs:			
	Mileage	20	\$ 0.56	\$ 11.20
	Misc. Supplies			
	Total Direct Costs			\$ 11.20
	Total Cost:			\$ 2,649.92
EAE				
P1	0	\$191.52		\$ -
E2	3	\$176.32		\$ 528.96
RPR	0	\$129.20		\$ -
	3			
	Direct Salary Total			\$ 528.96
	Direct Costs:			
	Mileage	20	\$ 0.56	\$ 11.20
	Misc. Supplies			
	Total Direct Costs			\$ 11.20
	Total Cost:			\$ 540.16
TETRA TECH				
P1	0	\$395.20		\$ -
E2	0	\$182.40		\$ -
E1	0	\$97.28		\$ -
	0			
	Direct Salary Total			\$ -
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			
	Total Direct Costs			\$ -
	Total Cost			\$ -
	TASK TOTAL:			\$ 3,190.08

Attachment C - Fee Estimate
BASELINE IMPROVEMENTS: TOWN FORK CREEK

TASK 1300: CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES

CLASS	TOTAL HOURS	LOADED RATE		DIRECT SALARY COST
HG CONSULT				
P1	0	\$279.68		\$ -
PM1	36	\$197.60		\$ 7,113.60
E2	65	\$155.04		\$ 10,077.60
D2	0	\$127.68		\$ -
	101			
	Direct Salary Total			\$ 17,191.20
	Direct Costs:			
	Mileage	380	\$ 0.56	\$ 212.80
	Misc. Supplies			
	Total Direct Costs			\$ 212.80
	Total Cost:			\$ 17,404.00
EAE				
P1	0	\$191.52		\$ -
E2	14	\$176.32		\$ 2,468.48
RPR	0	\$129.20		\$ -
	14			
	Direct Salary Total			\$ 2,468.48
	Direct Costs:			
	Mileage	100	\$ 0.56	\$ 56.00
	Misc. Supplies			
	Total Direct Costs			\$ 56.00
	Total Cost:			\$ 2,524.48
TETRA TECH				
P1	0	\$395.20		\$ -
E2	31	\$182.40		\$ 5,654.40
E1	0	\$97.28		\$ -
	31			
	Direct Salary Total			\$ 5,654.40
	Direct Costs:			
	Mileage	100	\$ 0.56	\$ 56.00
	Misc. Supplies			
	Total Direct Costs			\$ 56.00
	Total Cost			\$ 5,710.40
	TASK TOTAL:			\$ 25,638.88



**Attachment C - Fee Estimate
BASELINE IMPROVEMENTS: TOWN FORK CREEK**

TASK 1400: RESIDENT PROJECT REPRESENTATIVE SERVICES

CLASS	TOTAL HOURS	LOADED RATE		DIRECT SALARY COST
HG CONSULT				
P1	0	\$279.68		\$ -
PM1	0	\$197.60		\$ -
E2	400	\$155.04		\$ 62,016.00
D2	0	\$127.68		\$ -
	400			
	Direct Salary Total			\$ 62,016.00
	Direct Costs:			
	Mileage	2160	\$ 0.56	\$ 1,209.60
	Misc. Supplies			
	Total Direct Costs			\$ 1,209.60
	Total Cost:			\$ 63,225.60
EAE				
P1	0	\$191.52		\$ -
E2	0	\$176.32		\$ -
RPR	550	\$129.20		\$ 71,060.00
	550			
	Direct Salary Total			\$ 71,060.00
	Direct Costs:			
	Mileage	1940	\$ 0.56	\$ 1,086.40
	Misc. Supplies			
	Total Direct Costs			\$ 1,086.40
	Total Cost:			\$ 72,146.40
TETRA TECH				
P1	0	\$395.20		\$ -
E2	0	\$182.40		\$ -
E1	250	\$97.28		\$ 24,320.00
	250			
	Direct Salary Total			\$ 24,320.00
	Direct Costs:			
	Mileage	1300	\$ 0.56	\$ 728.00
	Misc. Supplies			
	Total Direct Costs			\$ 728.00
	Total Cost			\$ 25,048.00
	TASK TOTAL:			\$ 160,420.00

**Attachment C - Fee Estimate
 BASELINE IMPROVEMENTS: TOWN FORK CREEK**

TASK 1500: PROJECT CLOSEOUT

CLASS	TOTAL HOURS	LOADED RATE		DIRECT SALARY COST
HG CONSULT				
P1	0	\$279.68		\$ -
PM1	4	\$197.60		\$ 790.40
E2	4	\$155.04		\$ 620.16
D2	30	\$127.68		\$ 3,830.40
	38			
	Direct Salary Total			\$ 5,240.96
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			
	Total Direct Costs			\$ -
	Total Cost:			\$ 5,240.96
EAE				
P1	0	\$191.52		\$ -
E2	0	\$176.32		\$ -
RPR	0	\$129.20		\$ -
	0			
	Direct Salary Total			\$ -
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			\$ -
	Total Direct Costs			\$ -
	Total Cost:			\$ -
TETRA TECH				
P1	0	\$395.20		\$ -
E2	16	\$182.40		\$ 2,918.40
E1	0	\$97.28		\$ -
	16			
	Direct Salary Total			\$ 2,918.40
	Direct Costs:			
	Mileage			\$ -
	Misc. Supplies			
	Total Direct Costs			\$ -
	Total Cost			\$ 2,918.40
	TASK TOTAL:			\$ 8,159.36

Attachment C - Fee Estimate
 BASELINE IMPROVEMENTS: TOWN FORK CREEK
 Job Classification Titles

CLASSIFICATION	TITLE	LOADED RATE	HOURLY RATE	MULTIPLIER	HOURLY RATE RANGE
HG CONSULT					
P1	PRINCIPAL	\$279.68	\$92.00	3.04	\$75 - \$100
PM1	PROJECT MANAGER (DESIGN PROFESSIONAL)	\$197.60	\$65.00	3.04	\$55 - \$75
E2	LEAD RPR	\$155.04	\$51.00	3.04	\$35 - \$55
D2	DESIGNER/TECHNICIAN	\$127.68	\$42.00	3.04	\$30 - \$45
EAE					
P1	PRINCIPAL	\$191.52	\$63.00	3.04	\$60 - \$75
E2	SENIOR ENGINEER	\$176.32	\$58.00	3.04	\$50 - \$60
RPR	RPR	\$129.20	\$42.50	3.04	\$35 - \$50
TETRA TECH					
P1	PRINCIPAL	\$395.20	\$130.00	3.04	\$95 - \$140
E2	PROJECT ENGINEER II	\$182.40	\$60.00	3.04	\$35 - \$70
E1	ENGINEER I	\$97.28	\$32.00	3.04	\$20 - \$35