

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 80001977/CONTRACT NO. 9231

**ELEVATED WATER STORAGE TANK: PROSPECT ROAD, SHOAL CREEK,
DOWNTOWN, AND BLUE RIDGE
WATER SERVICES DEPARTMENT**

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

In general, the Project consists of designing four 3.0 million gallon elevated water storage tanks and water main pipeline improvements near the following locations:

- The first proposed elevated storage tank will be located in the south area of Kansas City South of 129th Street and Robinson Pike Road on the suction side of the Prospect Pump Station.
- The second proposed elevated storage tank will be located near 68th and Booth on the discharge side of the Blue Ridge Pump Station. Water main improvement includes approximately 200 LF of pipeline to connect the proposed tank to the existing 36-inch PCCP main.
- The third proposed elevated storage tank will be located in the northeast area of Kansas City near N.E. 99th Street and N. Cedar Avenue. Water main improvement includes approximately 1,300 LF of pipeline to connect the proposed tank to the existing 20-inch PCCP main along Highway 291 (N.E. Cookingham Drive).
- The fourth proposed tank will be located in downtown KCMO. Water main improvement includes approximately 1,500 LF of pipeline. As part of this tank, the DP shall evaluate an alternative for a 20,000 LF of pipeline crosstown water transmission main from the downtown area instead of an elevated water tank. For the transmission main alternative, the base scope of services includes the evaluation and preparation of preliminary 30% plans for the downtown transmission main. Final design and bid phase services for the downtown transmission main are considered under Optional Services.

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 \$2,000,000.00, as follows:
 - 1. \$1,176,985.00 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
 - 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$615,738. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation and public outreach materials.
 - 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Two Hundred Seven Thousand Two Hundred Seventy-Seven Dollars (\$207,277.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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 offset until such time as the exact amount of damages due City from Design Professional may be determined.
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

Terry Leeds, Director

4800 E. 63rd Street

Kansas City, MO 64130

Design Prof. Service Agreement Part I 102014

Modified for WSD120216

Phone: (816) 513-0528
Facsimile: (816) 513-0288
E-mail address: terry.leeds@kcmo.org

Design Professional:

Burns & McDonnell Engineering Company, Inc.
Jeffrey W. Heidrick, P.E.
9400 Ward Parkway
Kansas City, MO 64114
Phone: (816) 349-6769
Facsimile: (816) 822-3414
E-mail address: jheidrick@burnsmcd.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D - Licensed Geographical Information System Data

Attachment E – HRD Documents

1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver

2. 00450.01: Letter of Intent to Subcontract

3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization

4. 00470 HRD Form 11: Request for Modification or Substitution

5. 01290.14: Contractor Affidavit for Final Payment

6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – 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 G**.

Sec. 11. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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: September 17, 2018

By: 

Name: Darin Brickman

Title: Vice President

KANSAS CITY, MISSOURI

Date: 10/26/2018

By: 

Name: Sean Hennessy

Title: Director of Water Services

Approved as to form:

DocuSigned by:
 X
Assistant City Attorney BD9646B...

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:

Director of Finance 11/8/2018
A8FE34F9E9517A6 Date

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A – SCOPE OF SERVICES

Design Professional: Burns & McDonnell Engineering Company, Inc.
Owner: City of Kansas City, Missouri
Project: Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown,
and Blue Ridge
WSD Contract No.: 9231
WSD Project No.: 80001977

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to facilitate the design of four 3.0-million-gallon elevated water storage tanks and supply pipelines, and a downtown water transmission main.

- A. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to design four 3.0-million-gallon elevated water storage tanks which will be installed in the locations noted below or transmission main improvements to combat Low Pressure Events (LPE). As such, the CITY is contracting with DP to provide the necessary professional services.
- B. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide construction phase services, including providing a resident project representative(s), for the elevated water storage tank and supply pipeline projects.
- C. General Description of Activities. The Basic Scope of Services to be performed by DP consists of professional design services for the Project in general, which consists of designing four 3.0-million-gallon elevated water storage tanks and water main pipeline improvements near the following locations:
 - The first proposed elevated storage tank will be located in the south area of Kansas City South of 129th Street and Robinson Pike Road on the suction side of the Prospect Pump Station. Water main improvement includes approximately 7,500 linear feet (LF) of 16-inch transmission pipeline to connect the proposed tank to the existing 16-inch PCCP main near the intersection of Holmes Road and Blue Ridge Boulevard.
 - The second proposed elevated storage tank will be located near 68th and Booth on the discharge side of the Blue Ridge Pump Station. Water main improvement includes approximately 200 LF of pipeline to connect the proposed tank to the existing 36-inch PCCP main.
 - The third proposed elevated storage tank will be located in the northeast area of Kansas City near NE 99th Street and N Cedar Avenue. Water main improvement includes approximately 1,300 LF of pipeline to connect the proposed tank to the existing 20-inch PCCP main along Hwy 291 (NE Cookingham Drive).
 - The fourth proposed elevated storage tank will be located near downtown KCMO. Water main improvement includes approximately 1,500 LF of pipeline. As part

of this tank, the DP shall evaluate an alternative for a 20,000 LF crosstown water transmission main for the downtown area instead of the elevated storage tank. For the transmission main alternative, the base scope of services includes the evaluation and preparation of preliminary 30% plans for the downtown transmission main. Final design and bid phase services for the downtown transmission main are considered under Optional Services.

The order of the tanks to be designed and built may be revised during design.

1. The DP's Scope of Services for this Project includes project management and administration; preparation of an Evaluation Study for the proposed improvements including distribution evaluation in which transmission main connections or improvements will aid in decreased affects during LPE; survey of the sites and pipelines; easement acquisition if needed; geotechnical investigation; preparation of a Preliminary Design Report; public involvement; conceptual, preliminary and final design; preparation of construction drawings and specifications for bidding; and bidding services. Drawings will show plans and details for the proposed facilities with pipeline plans and profiles for any necessary water line extensions. Plans will be generated from the survey and may be supplemented by the City's GIS files and record drawings.
 2. City staff will prepare the "front-end" bidding documents. The City will be responsible for the advertisement of the Project, receiving bids, and award for construction of the Project.
 3. Construction phase services are not included in this scope, but the City may negotiate with the DP at a later date to provide those and any other additional services.
 4. City shall provide the current hydraulic model for use by the DP for hydraulic modeling and water age analysis of the proposed improvements.
 5. The City has not yet obtained all necessary ingress/egress easements for the elevated water storage tank sites, nor the water supply pipelines. The City has not yet obtained all the necessary temporary and permanent easements for the Project.
- D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Envision™ Sustainability Design
 3. Task Series 300 - Public Involvement and Neighborhood Coordination
 4. Task Series 400 - Design Phase
 5. Task Series 500 - Develop Construction Contract Documents
 6. Task Series 600 - Bid Phase Services
- E. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what services DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not

specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

- 1. DP will complete Task Series 100 and 500 within 435 calendar days following the City's issuance of a Notice to Proceed to DP and Task Series 600 within 435 calendar days thereafter, subject to the timely commencement of the City's advertisement of Construction Contract documents for bidding. The proposed bid advertisement date for the first elevated tank, Prospect Road, is March 1, 2019. All tasks identified in this Scope of Services, except those identified as Optional Services, will be performed within 870 calendar days of a written Notice to Proceed. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP or as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within 14 calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a 14 calendar day period. A review meeting will be scheduled and conducted by DP no more than 14 calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project administration management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

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

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, Engineer's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

Task 106 Work Plan

- A. **Work Plan Format.** DP shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
1. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 2. A summary of the project's scope of services.
 3. Detailed cost-loaded schedule for performance of all work.
 4. Define any issues requiring special coordination with CITY, and/or adjacent projects.
- B. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the Notice to Proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

Participate in up to 24 monthly progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - ENVISION™ SUSTAINABILITY

Task 201 Envision™ Credits

- A. DP shall include a summary of the applicable Envision™ credits in the Preliminary Design Report. The reported Envision™ credits from the preliminary design, and final design shall be confirmed and updated to meet the PROJECT credit sustainability goals. For ease of reference by the CITY and the DP, Envision™ credits are broken out into different classes: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope.
- B. The DP shall first provide an initial score for each of the following Foundation Credits and then review and confirm the identified Envision™ Foundation Credits from preliminary design through final design. The Foundation Credit sustainability goal for this PROJECT will be discussed at the Envision Kickoff Meeting.
- QL1.1 Improve community quality of life
 - QL1.2 Stimulate sustainable growth and development

- QL1.3 Develop local skills and capabilities
- QL2.6 Improve site accessibility, safety and wayfinding
- LD1.1 Provide effective leadership and commitment
- LD1.2 Establish a sustainability management system
- LD1.3 Foster collaboration and teamwork
- LD1.4 Provide for stakeholder involvement
- LD2.2 Improve infrastructure integration
- LD3.1 Plan for long-term monitoring and maintenance
- LD3.2 Address conflicting regulations and policies
- LD3.3 Extend useful life
- RA3.1 Protect fresh water availability
- RA3.3 Monitor water systems
- NW1.1 Preserve prime habitat
- NW1.5 Preserve floodplain functions
- NW2.1 Manage stormwater
- NW2.3 Prevent surface and groundwater contamination
- NW3.2 Control invasive species
- NW3.3 Restore disturbed soils
- CR2.1 Assess climate threat

C. The DP, during the preliminary design, shall identify Envision™ credits from the following list of Project Credits to implement on this PROJECT. The DP shall then review and confirm the identified Envision™ Project Credits from preliminary design through final design. The DP shall select ONLY those credits from the list below that are relevant to the PROJECT. The DP shall update or assign an initial score for each selected credit. The Project Credit sustainability goal for this PROJECT will be discussed at the Envision Kickoff Meeting.

- QL2.1 Enhance public health and safety
- QL2.2 Minimize noise and vibration
- QL2.3 Minimize light pollution
- QL3.1 Preserve historic and cultural resources
- QL3.2 Preserve views and local character
- QL3.3 Enhance public space
- LD2.1 Pursue by-product synergy opportunities
- RA1.3 Use recycled materials

- RA1.4 Use regional materials
 - RA1.5 Divert waste from landfills
 - RA1.6 Reduce excavated materials taken off site
 - RA2.1 Reduce energy consumption
 - RA2.2 Use renewable energy
 - RA2.3 Commission and monitor energy systems
 - RA3.2 Reduce potable water consumption
 - NW1.7 Preserve greenfields
 - CR2.2 Avoid traps and vulnerabilities
- D. The DP shall also identify additional Specialized Credits, if any, from the following list of Envision™ credits to apply to the PROJECT. The DP shall then review and confirm the identified Envision™ Specialized Credits from preliminary design through final design. The DP shall select ONLY those credits from the list below that are relevant to the PROJECT. The DP shall update or assign an initial score for each selected credit. The Specialized Credit sustainability goal for this PROJECT will be discussed at the Envision Kickoff Meeting.
- QL2.4 Improve community mobility and access
 - QL2.5 Encourage alternative modes of transportation
 - RA1.7 Provide for deconstruction and recycling
 - NW1.2 Protect wetlands and surface water
 - NW1.3 Preserve prime farmland
 - NW1.4 Avoid adverse geology
 - NW1.6 Avoid unsuitable development on steep slopes
 - NW2.2 Reduce pesticide and fertilizer impacts
 - NW3.1 Preserve species biodiversity
 - NW3.4 Maintain wetland and surface water functions
 - CR1.1 Reduce greenhouse gas emissions
- E. The DP shall meet with the CITY for an Envision Kickoff Meeting to discuss potential project sustainability scores for each selected credit. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template “Envision Credits DP Tracking_Template.xlsx”, provided by the CITY. The DP shall provide a brief summary memorandum, describing the credit selection process; the credits NOT selected and reason for not selecting; and credits selected for this PROJECT.
- F. The Envision™ credit support documentation is NOT included in this scope but DP shall review the Envision™ credit support documentation requirements from the Envision

Guidance Manual. If the CITY decides to move forward with Envision™ verification, an amendment to this contract or a separate contract will be required. However, the DP shall be responsible for the Envision™ credit scores as reported during this PROJECT. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

TASK SERIES 300 - PUBLIC INVOLVEMENT AND NEIGHBORHOOD COORDINATION

Task 301 Conduct Meeting with District Council Members and Director of Water Services

- A. DP will meet with the Director of Water Services, Respective District City Council Members upon Completion of the Preliminary Design Report and provide them an overview of the options between new elevated storage tanks or transmission main projects, including details regarding
1. Anticipated tank dimensions and height
 2. Artist's rendering of the proposed water tower
 3. Approximate placement on the City owned property
 4. Approximate time frame for design and construction
 5. Impact the construction will have on the neighborhoods, including accessing the site via a temporary roadway extensions
 6. Potential enhancement the tank or transmission main project will provide to neighborhood's pressure
 7. Opportunities for aesthetic enhancements to the City property, such as screening
 8. An approximate schedule to hold a detailed public information meeting onsite near the conclusion of the design
 9. Name and contact information for DP's Project Manager where questions can be directed.
 10. CITY will finalize and approve templates of meeting materials, including agendas, presentations, display boards based on information provided by DP, comment cards and sign-in sheets for public meetings. DP shall print all meeting materials and pay all related costs.
 11. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
 12. Attend and assist CITY in conducting the public meetings and address technical questions posed by attendees.
 13. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. The CITY will submit draft minutes within 5 business

days after the public meeting to the DP. Comments and revisions will be submitted to the CITY within 5 business days.

- B. DP will contact each of the adjacent property owners within two weeks of meeting with WSD Director and Council. DP will provide them with a description of the process for designing and constructing the new adjacent elevated storage tank or transmission main improvements. This contact will be made by letter and will provide details such as described above for the District Council Members.

Task 302 Communication with Property Owners

- A. Upon Water Services Department's approval of the Preliminary Design Report. The DP will notify all property owners and schedule a site meeting where details regarding the project will be presented. Meeting times will be held at a mutually agreeable time between the City and DP. The DP will:
 - 1. Provide an overview of the project and the benefits the new tank or transmission main improvements will provide for the neighborhood.
 - 2. Mark on the ground the outline of the tank's bowl so neighbors will have an understanding of the tank's size.
 - 3. Erect a 4' diameter helium balloon to the height of the tank so neighbors will have an understanding of the tank's height.
 - 4. Provide an artist's rendering of the proposed water tower
 - 5. Explain the planned schedule for completing the design and building the tank.
 - 6. Illustrate how access will be gained to the tank during construction and what neighbors can expect during the construction period.
 - 7. Present options for property screening and solicit neighbor's feedback regarding these options.
 - 8. Answer any questions the neighbors may have and again provide future points of contact for future questions or concerns
 - 9. Provide refreshments
- B. The DP will conduct a follow-up meeting with the property owners to answer any additional questions following the initial meeting described in Part A.
- C. Deliverables
 - 1. Project summary sheet to the property owners
 - 2. Project meeting update with property owners

TASK SERIES 400 - DESIGN PHASE

Task 401 Hydraulic Modeling

- A. City shall provide a calibrated, dynamic, working hydraulic model of the existing water system to the DP for their review determining/verifying the design parameters of the elevated storage tanks and size of supply pipeline. DP is not responsible for independent verification of model completeness or accuracy. This model shall include the following scenario demand conditions: average day, maximum day, peak hour, minimum hour, and extended period simulations for average day and maximum day demands. The City shall identify which time period in the extended period simulation represents each of the demand conditions.
- B. If alternative demand scenarios are to be evaluated by DP, the City shall provide demand scenario with demands allocated throughout the model.
- C. City to provide DP information related to any operational hydraulic grade line differences between seasons that the City wants evaluated; these demand scenarios shall be included in the model. Future scenarios shall also be included in the model to evaluate tank hydraulics under future demand conditions.
- D. City to provide any other operational differences to be evaluated between the model and actual system operation.
- E. City to provide criteria for fire flow requirements for different project areas if this is to be evaluated.
- F. DP shall model the existing system without the proposed elevated storage tanks to determine baseline pressures and water ages for existing condition.
- G. DP shall model the existing system with the proposed elevated storage tanks to verify tank hydraulics, including the overflow elevation, head range, and tank fill and draw; verify the size of the supply pipeline; determine recommended tank operating ranges; and verify the tank will integrate properly with the existing system. Modeling shall also determine the adequacy of the adjacent water mains and identify the need for any control valves.
- H. In conjunction with the task above, the DP shall perform an extended period simulation of water age in the tanks based on the average day demand condition, to determine turnover rate and develop mixing requirements. City shall provide criteria for acceptable water age and turnover rates to maintain disinfection as required by MoDNR in the distribution system.
- I. The City shall provide design criteria for loss of power and large water main breaks.

Task 402 Evaluation Study

A. DP to prepare an Evaluation Study for City review and comment. Evaluation Study to include the results of the hydraulic modeling effort. Based on these factors, the elevated storage tanks and water main improvements, including locations, will be evaluated, and recommendations will be given.

B. Planning Level Opinion of Probable Construction Cost

DP will prepare an opinion of probable cost based on alternatives presented in the Evaluation Study. This estimate will be a Class 5 estimate consistent with ACE standards; the expected accuracy on the low end will be -20 to -50 percent and the expected accuracy on the high end will be from +30 to +100 percent. See table 1 below.

ESTIMATE CLASS	Primary Characteristic	Secondary Characteristic		
	MATURITY LEVEL OF PROJECT DEFINITION DELIVERABLES Expressed as % of complete definition	END USAGE Typical purpose of estimate	METHODOLOGY Typical estimating method	EXPECTED ACCURACY RANGE Typical variation in low and high ranges ^[a]
Class 5	0% to 2%	Concept screening	Capacity factored, parametric models, judgment, or analogy	L: -20% to -50% H: +30% to +100%
Class 4	1% to 15%	Study or feasibility	Equipment factored or parametric models	L: -15% to -30% H: +20% to +50%
Class 3	10% to 40%	Budget authorization or control	Semi-detailed unit costs with assembly level line items	L: -10% to -20% H: +10% to +30%
Class 2	30% to 75%	Control or bid/tender	Detailed unit cost with forced detailed take-off	L: -5% to -15% H: +5% to +20%
Class 1	65% to 100%	Check estimate or bid/tender	Detailed unit cost with detailed take-off	L: -3% to -10% H: +3% to +15%

Notes: [a] The state of process technology, availability of applicable reference cost data, and many other risks affect the range markedly. The +/- value represents typical percentage variation of actual costs from the cost estimate after application of contingency (typically at a 50% level of confidence) for given scope.

Table 1 – Cost Estimate Classification Matrix for Process Industries

C. DP shall submit the following deliverables to the City for review:

1. Reports: 10 copies; all copies - 8 1/2" x 11" size and properly bound.
2. Electronic Reports: 1 PDF copy

D. DP shall meet with City staff, review the Evaluation Study, and receive City's comments. DP shall modify the Evaluation Study based on the review and submit three copies of the Final Study to the City for approval.

Task 403 Site Survey

A. DP shall conduct field and record investigations and pipeline route surveys of the project site for proposed improvements. These services will include the following tasks:

1. Preliminary Utility and Agency Contact
 - a. Contact utilities and gather information on the location of their existing facilities and any utility requirements. Document all utility contacts using the standard City's utility notification form. Provide the City copies of all utility maps or drawings relating to existing facilities obtained by the DP.
 - b. Contact utilities, other agencies, or city departments concerning planned or proposed improvements which might affect the proposed utility relocations within the project site. Maintain record of utilities, agencies, departments contacted, and information provided.
2. Inspect project sites and document representative existing conditions with digital photographs of the proposed tank sites and along the possible water main alignments. Provide the City electronic copies of the photos taken on DVD or flash drive.
3. Locate and obtain copies of as-built drawings for existing water mains of the project sites including potential connections with proposed water mains.
4. Project Site and Pipeline Route Surveys and Rights-of-Way
Provide the services of a Professional Surveyor to perform the following:
 - a. Set project horizontal and vertical controls.
 - b. Locate existing street right-of-way and critical property corners.
 - c. Locate surface information along proposed main alignments, including utilities, trees, and structures.
 - d. Provide subsurface utility information, including inverts and diameters of storm and sanitary sewers.
 - e. Obtain vertical elevations at locations at least every 50 feet along the proposed main alignment, to provide information to evaluate and adjust City's surface elevation contours for project site conditions.
5. Obtain City's GIS data for the project sites and pipeline routes including water, sewer, contours, parcels, and impervious surfaces.

All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.

Task 404 Geotechnical Investigation

A. DP shall conduct a geotechnical investigation. These services will include the following tasks:

1. Water Tower
 - a. Conduct a geotechnical investigation with a minimum of six (6) borings in the footprint of the proposed elevated storage tank to bedrock. A minimum of two (2)

borings shall be continued 5 to 15 feet into bedrock. Borings that don't reach bedrock within 60 feet shall be terminated.

- b. Prepare and submit geotechnical report to City to be included with the final documents for bidding.

2. Water Line Alignment

- a. Conduct a geotechnical investigation with a minimum of one (1) boring in the alignment, or one (1) boring every 300 feet of the alignment, whichever is greater. Borings shall be 15 feet and shall not be into bedrock unless rock is encountered within 10 feet of the surface.
- b. Prepare and submit geotechnical report to City and to be included with the final documents for bidding.

Task 405 Preliminary Design Report

- A. DP to prepare a Preliminary Design Report for City review and comment. Preliminary Design Report to include the results of the survey, geotechnical investigation, hydraulic model information, Envision, and any Federal Aviation Administration (FAA) requirements. Based on these factors, the elevated storage tanks and water main improvements, or transmission main impact, will be evaluated, and recommendations will be given. Elevated storage tank types will be evaluated considering materials of construction, available size, and future maintenance.
- B. DP shall meet with City to discuss SCADA, security, and other communication (cellular antennas) requirements, and obtain the necessary data to complete the design.
- C. Conduct radio path study
 1. DP will conduct a radio path study from each of the proposed tower site locations to nearest water SCADA repeater.
 - a. DP will recommend a radio that is compatible with KCMO water services SCADA system.
- D. DP will confirm that the proposed site locations will work for the elevated towers.
 1. If the proposed tank's site location is determined not to be suitable the DP will assist the City in locating the tower on a different site.
- E. Planning Level Opinion of Probable Construction Cost
 1. DP will prepare an opinion of probable cost based on alternatives presented in the Preliminary Design Report. This estimate will be a Class 4 estimate consistent with AACE standards; the expected accuracy on the low end will be -15 to -30 percent and the expected accuracy on the high end will be from +20 to +50 percent. See table 1 under task 402.

- F. DP shall submit the following deliverables to the City for review:
 - 1. Reports: 10 copies; all copies - 8 ½" x 11" size and properly bound.
 - 2. Electronic Reports: 1 PDF copy
- G. DP shall meet with City staff, review the Preliminary Design Report, and receive City's comments. DP shall modify the Preliminary Design Report based on the review and submit three copies of the Final Design Report to the City for approval.

Task 406 Conceptual Design (30% Design)

- A. DP shall prepare conceptual (30% complete) base plan drawings for the elevated storage tank and water main improvements, or transmission main improvements using Water Services Department standard format and title block for drawings.
- B. The preliminary drawings shall include the elevated storage tank, proposed alignment of water mains, above ground and buried utilities, and incorporation of City's GIS information.
- C. DP will prepare an updated opinion of probable cost based on 30% Design Plans. This estimate will be a Class 3 estimate consistent with AACE standards; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 percent. See table 1 under task 402.
- D. DP shall submit the following 30 percent complete deliverables to City for review:
 - 1. Drawings: 3 copies; all copies – "D" size (22" X 34") and properly bound.
 - 2. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B and PDF.
 - 3. Opinion of Probable Cost – 1 printed copy, 1 PDF copy.
- E. DP shall meet with City staff in the field to review the base plan sheets for the project sites and provide recommendations on the elevated storage tank and the new water main alignments and receive City comments.
- F. Utility Coordination – After comments have been received from the City and addressed by the DP, a copy of the 30% drawings shall be sent to utility companies with facilities in the area requesting verification of utilities shown and review of any potential conflicts.

TASK SERIES 500 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

Task 501 Preliminary Design (60% Design)

- A. After review comments on the conceptual drawings (30% complete) are received from the City, DP shall prepare preliminary (60% complete) CAD construction drawings for the elevated storage tank and water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details. Water mains shall be

designed in accordance with the latest version of the City's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at <http://www.kcmo.org/water.nsf/web/wmext7opendocument>). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations.

- B. The preliminary drawings shall include the elevated storage tank, proposed alignment of water mains, or transmission main improvements, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, and temporary and permanent connection details. Construction details for the elevated storage tower and water mains must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages. A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.

If necessary, the preliminary drawings shall include a water service transfer table, including for each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Perform site inspection to ensure all necessary transfers are included on the drawings, and that the transfers will comply fully with the Rules and Regulations for Water Service Lines available at: <http://www.kcmo.org/water.nsf/web/wsrareg?opendocument>.

- C. DP will prepare an updated opinion of probable construction costs based on the 60% Design Plans developed and any comments received from the CITY of its review of the Conceptual (30% Design) Opinion of Probable Costs submitted. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. See table 1 under task 402.
- D. DP shall submit the following 60 percent complete deliverables to City for review:
1. Drawings: 3 copies; all copies – “D” size (22” X 34”) and properly bound.
 2. Electronic Contract Drawings: 1 copy; all copies per CITY’s Electronic Format per Attachment B and PDF.
 3. Opinion of Probable Cost – 1 printed copy, 1 PDF copy.
- E. DP shall meet with City staff to review the project progress and receive their review comments.

Task 502 Pre-final Design (90% Design)

- A. DP shall prepare pre-final (90% complete) CAD construction drawings and technical specifications for the elevated storage tank and water main improvements, or water transmission main improvements. Technical specifications will be developed as necessary

for items not covered by the City's standard technical specifications. The 90% design submittal is meant to be a complete, bid-ready set of construction documents. The purpose of the 90% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the project for construction.

B. 90% Opinion of Probable Construction Cost

DP will prepare an updated opinion of probable construction costs based on the 90% Design Plans developed and any comments received from the CITY of its review of the Preliminary (60%) Opinion of Probable Costs submitted. The 90% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent. DP's opinion of probable construction cost will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms. See table 1 under task 402.

C. DP shall submit the following 90 percent complete deliverables to City for review:

1. Drawings: 3 copies; all copies – "D" size (22" X 34") and properly bound.
2. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B and PDF.
3. Contract Specifications: 3 copies; all copies - 8 ½" x 11" size and properly bound.
4. Electronic Contract Specifications: 1 copy; all copies – PDF.
5. Opinion of Probable Cost – 1 printed copy, 1 PDF copy.

D. DP shall meet with City staff to review the project progress and receive their review comments.

E. Utility Coordination – A copy of the 90% drawings shall be sent to utility companies with facilities in the area requesting verification of utilities shown and review of any potential conflicts.

Task 503 Final Bidding and Construction Contract Documents

DP will address review comments received from the CITY related to the 90% design completion submittal and from other agencies final reviews and will incorporate them into the final Bidding and Construction Contract Documents. DP will provide signed and sealed original contract documents to the CITY.

A. Opinion of Probable Costs

DP will update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal. See table 1 under task 402.

B. Deliverables

DP will submit the following final deliverables:

2. Drawings: 3 copies; all copies – “D” size (22” X 34”) and properly bound.
3. Electronic Contract Drawings: 1 copy; all copies per CITY’s Electronic Format per Attachment B and PDF.
4. Contract Specifications: 3 copies; all copies - 8 ½” x 11” size and properly bound.
5. Electronic Contract Specifications: 1 copy; all copies – PDF.
6. Final Opinion of Probable Cost – 1 printed copy, 1 PDF copy.
7. Construction Contract Documents and construction permit application to MoDNR for approval.

TASK SERIES 600 - BID PHASE SERVICES

Task 601 Bid Services

- A. DP will provide bid documents electronically (as PDFs) to CITY for posting and distribution.
- B. DP will attend a pre-bid meeting at a date, time and place provided by the CITY. CITY to prepare agenda and run meeting with assistance from DP.
- C. DP will assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as may be required during bid advertisement period to clarify Contract Documents. CITY will post addenda.
- D. DP will 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 will include such factors as work previously completed for the CITY, work completed for others, contractor’s proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DP for evaluation.
- E. Make written recommendation regarding the award of construction contract.
- F. Project advertisement will have a maximum duration of 30 days.

Task 602 Review and Process Substitutions and Or Equals

DP will review and recommend the acceptance or rejection of material or equipment items submitted by CONTRACTOR for substitution or equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DP’s compensation up to five (5) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 603 Submit Engineer’s Opinion of Probable Construction Cost

DP will update its Final Class 1 cost opinion submitted under Task 503 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be

submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by DP will be the same as that for the final estimate.

Task 604 Conforming Documents

DP will incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. DP will provide (7) half-size and (3) full-size sets of Conformed Drawings and (3) sets of Conformed Specifications to the CITY. Contract Documents will also be furnished electronically on DVD or flash drive in PDF format.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$453,277 for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Final design and bid phase services associated with the downtown water transmission main.
- B. Environmental site assessments for the water transmission main alignments.
- C. Additional project sites, water lines, and/or structures beyond the quantification in the Base Scope of Services.
- D. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- E. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- F. Field subsurface investigations; geotechnical investigations; environmental site assessments; or easement or right-of-way selection, preparation, negotiation, or acquisition work requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- G. Assisting City with appraisal and/or acquisition of easements.
- H. Assistance with bid protests and re-bidding.
- I. 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;
4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein;
5. A change to the number of bid packages, which is assumed herein to be three (3) packages; and
6. Relocation of existing water mains due to the implementation of distributed storage sites and required for constructability of the sites.

J. Providing Construction Phase Services.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- C. CITY's Project Manager will coordinate meetings between City staff and the DP.
- D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- E. Environmental Site Assessment of tank sites.
- F. Bidding Services. CITY will provide the following bidding phase services:
 1. Conduct the pre-bid conference.
 2. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
 3. Other services included in Task 601.
- G. Other services as outlined in Basic Scope of Services.

End of Scope of Services

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:

a. **Drawings/plans**

- (1) Drawings/plans should be rendered as 200-300 dpi PDF Format images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
- (2) File names may not include any symbols such as <> : . “ / \ | ? ‘ & # % ^ * () [] { } +
- (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf

b. **CSI specification sections (project manuals)**

- (1) CSI specification sections should be named by division, using DIV as a prefix.
For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF

c. **Summary:**

- (1) Division 00 and 01 in Microsoft Word or Excel
- (2) Division 2-16 in PDF Format
- (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi PDF Format images

B. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. **Approved for Construction Drawings**

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

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

- (1) Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. Submittal Specifications

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

3. Questions/Technical Support

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

Steven Morse
Steven.Morse@kcmo.org
816-513-0115

4. CAD Layers and Object Data Tables:

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

Included below is a list of the requested CAD layers, object data tables, and attribute codes.

CAD layer names

LAYER NAME	COLOR	LINETYPE	PLOT	DESCRIPTION
C-WATR-ANNO-NOTES	GREEN	CONTINUOUS		
C-WATR-HYDRANT-E	RED	HIDDEN2		EXISTING
C-WATR-HYDRANT-N	WHITE	CONTINUOUS		NEW WORK
C-WATR-HYDRANT-PIPE	WHITE	CONTINUOUS		
C-WATR-PIPE-A	RED	HIDDEN2		ABANDONED
C-WATR-PIPE-D	RED	HIDDEN2		EXISTING TO DEMOLISH
C-WATR-PIPE-E	RED	HIDDEN2		EXISTING TO REMAIN
C-WATR-PIPE-N	YELLOW	CONTINUOUS		NEW WORK
C-WATR-PIPE-FITTINGS	MAGENTA	CONTINUOUS	NO	
C-WATR-SERVICE	30	CONTINUOUS		
C-WATR-SERVICE-FITTINGS	190	CONTINUOUS		
C-WATR-SYMBOLS	BLUE	CONTINUOUS		
C-WATR-VALVE-A	RED	HIDDEN2		ABANDONED
C-WATR-VALVE-D	RED	HIDDEN2		EXISTING TO DEMOLISH
C-WATR-VALVE-E	RED	HIDDEN2		EXISTING TO REMAIN
C-WATR-VALVE-N	GREEN	CONTINUOUS		NEW WORK

Object Data Tables

Table Name	Field Name	Data Type	Description
PIPE*			
	Diameter	Integer	Pipe Diameter In Inches
	Material	Character	Code for pipe material (see provided list)
FITTINGS**			
	DrawingID	Integer	Unique ID for Asset Per Project
	TYPE	Character	Code for fitting type (see provided list)
VALVE			

	DrawingID	Integer	Unique ID for Asset Per Project
	ValveType	Character	Code for type of valve (see provided list)
	ValveSize	Integer	Valve Size in Inches
HYDRANT			
	DrawingID	Integer	Unique ID for Asset Per Project
SERVICE			
	Size	Integer	Diameter in Inches
	Material	Character	Pipe Material
	Type	Character	Code for type of service line (see provided list)
	REGNumber	Character	Register Number

*Shall be used for Mains and Hydrant Pipes

**Shall be used for Main line fittings and Service line fittings

Pipe material types

Type Code	Type Description
CIP	Cast Iron Pipe
DIP	Ductile Iron Pipe
PCCP	Prestressed Concrete Cylinder Pipe
PVC	Polyvinyl Chloride Pipe
STEEL	Steel Pipe
UNK	Unknown
CU	Copper Pipe

Service line types

Type Code	Type Description
Domestic	Domestic Service Line
Fire Protection	Fire Protection Service Line
Lawn Irrigation	Lawn Irrigation Service Line Type
Unknown	Unknown Service Line Type

Valve types

Type Code	Type Description
AR	Air Release Valve
BV	Ball Valve

BO	Blow-Off Assembly
BFV	Butterfly Valve
CV	Check Valve
DR	Drain Valve
FA	Flushing Assembly
VALVE	Gate Valve
HV	Hydrant Valve
PRV	Pressure Regulating Valve
UNK	Unknown
XV	Boundary Valve

Fitting types on water mains

Type Code	Type Description
BEND	Bend
CROSS	Cross
PLUG	Plug
REDUCER	Reducer
SLEEVE	Sleeve
TEE	Tee

Fitting types on service lines

Type Code	Type Description
ST	Straight Tap
BT	Backtap
METER	Meter
MPIT	Meter Pit
ETD	End Tap
CBOX	Curb Box

ATTACHMENT C

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

B4 - Additional Details															2013		2014		2015		2016	
Downstream Elm Street Tank and Water Main (1,900 LF)															2013	2014	2015	2016	2017	2018	2019	2020
401	Contract Summary														101	101	101	101	101			
402	Major Components & Major Items Description														101	101	101	101	101			
403	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
404	Work Package														101	101	101	101	101			
405	Contract Summary														101	101	101	101	101			
406	Major Components & Major Items Description														101	101	101	101	101			
407	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
408	Work Package														101	101	101	101	101			
409	Contract Summary														101	101	101	101	101			
410	Major Components & Major Items Description														101	101	101	101	101			
411	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
412	Work Package														101	101	101	101	101			
413	Contract Summary														101	101	101	101	101			
414	Major Components & Major Items Description														101	101	101	101	101			
415	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
416	Work Package														101	101	101	101	101			
417	Contract Summary														101	101	101	101	101			
418	Major Components & Major Items Description														101	101	101	101	101			
419	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
420	Work Package														101	101	101	101	101			
421	Contract Summary														101	101	101	101	101			
422	Major Components & Major Items Description														101	101	101	101	101			
423	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
424	Work Package														101	101	101	101	101			
425	Contract Summary														101	101	101	101	101			
426	Major Components & Major Items Description														101	101	101	101	101			
427	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
428	Work Package														101	101	101	101	101			
429	Contract Summary														101	101	101	101	101			
430	Major Components & Major Items Description														101	101	101	101	101			
431	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
432	Work Package														101	101	101	101	101			
433	Contract Summary														101	101	101	101	101			
434	Major Components & Major Items Description														101	101	101	101	101			
435	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
436	Work Package														101	101	101	101	101			
437	Contract Summary														101	101	101	101	101			
438	Major Components & Major Items Description														101	101	101	101	101			
439	Subcontractor (including all Specialty Trades)														101	101	101	101	101			
440	Work Package														101	101	101	101	101			

ATTACHMENT C

**COMPENSATION SCHEDULE
(Effective Through 12/31/18)**

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Compensation Range</u>
General Office*	5	\$8.00 - \$30.00
Technician*	6	\$12.00 - \$35.00
Assistant*	7	\$14.00 - \$45.00
	8	\$17.00 - \$50.00
	9	\$20.00 - \$60.00
Staff	10	\$22.00 - \$65.00
	11	\$25.00 - \$70.00
Senior	12	\$30.00 - \$75.00
	13	\$40.00 - \$85.00
Associate	14	\$45.00 - \$95.00
	15	\$55.00 - \$105.00
	16	\$60.00 - \$115.00
	17	\$70.00 - \$125.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$265 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2018 and subject to revision thereafter.

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 80001977

Project Title: Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown, and Blue Ridge

Water Services Department

Burns & McDonnell Engineering Company, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Jeffrey Heidrick, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 15 % MBE and 10 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 % WBE

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

- a. Name of M/WBE Firm Taliaferro & Browne, Inc.
Address 1020 East 8th Street, Kansas City, MO 64106
Telephone No. (816) 283-3456
I.R.S. No. 48-0758891

- b. Name of M/WBE Firm TSi Geotechnical Inc.
 Address 8248 NW 101st Terrace #5, Kansas City, MO 64153
 Telephone No. (816) 599-7965
 I.R.S. No. 43-1535463
- c. Name of M/WBE Firm Parson + Associates
 Address 1518 E 18th Street, Kansas City, MO 64108
 Telephone No. (816) 216-6571
 I.R.S. No. 33-1169076
- d. Name of M/WBE Firm Environmental Advisors and Engineers, Inc.
 Address 19211 W 64th Terrace, Shawnee, KS 66218
 Telephone No. (913) 599-4326
 I.R.S. No. 43-1806626
- e. Name of M/WBE Firm TREKK Design Group, LLC
 Address 1441 East 104th Street, Suite 105, Kansas City, MO 64131
 Telephone No. (816) 874-4655
 I.R.S. No. 43-1953275

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>Taliaferro & Browne, Inc.</u>	<u>Contractor</u>	<u>\$ 78,000</u>	<u>100%</u>	<u>3.9%</u>
<u>Parson + Associates</u>	<u>Contractor</u>	<u>\$ 66,000</u>	<u>100%</u>	<u>3.3%</u>
<u>TSi Geotechnical, Inc.</u>	<u>Contractor</u>	<u>\$156,000</u>	<u>100%</u>	<u>7.8%</u>
<u>TOTAL MBE \$ / TOTAL MBE %:</u>		<u>\$300,000</u>		<u>15%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>TREKK Design Group, Inc.</u>	<u>Contractor</u>	<u>\$156,000</u>	<u>100%</u>	<u>7.8%</u>
<u>Environmental Advisors and Engineers, Inc.</u>	<u>Contractor</u>	<u>\$ 44,000</u>	<u>100%</u>	<u>2.2%</u>
TOTAL WBE \$ / TOTAL WBE %:		<u>\$200,000</u>		<u>10%</u>

*"Subcontract Amount" refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation. The participation amounts are based upon the entire contract value including optional services. If optional services are not authorized by the City, the participation amounts may be less and a Request for Modification may be filed.

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

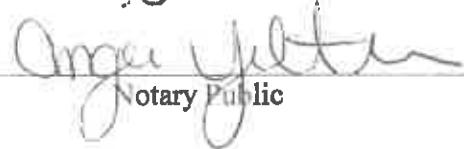
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Jeffrey W. Heidrick, P.E.
Address: 9400 Ward Parkway, Kansas City, MO 64114
Phone Number: (816) 349-6769
Facsimile number: (816) 822-3414
E-mail Address: jheidrick@burnsmcd.com

By: 
Title: Associate/Project Manager
Date: 8/20/18
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 20th day of August, 2018.

My Commission Expires: March 14, 2020


Notary Public

ANGIE YELTON
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Mar. 14, 2020
Commission # 12381302



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown, and Blue Ridge

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Tallaferro & Browne, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide design surveying services for a portion of the project including, but not limited to, survey of tank site(s), water main corridor(s) from Right of Way to Right of Way; establishing existing Right of Way; coordination of utility locates with Missouri One-Call; location of visible existing utilities and utilities located by Missouri One-Call.

for an estimated amount of 3.9 % of the total estimated contract value.

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


Signature: Prime Contractor

Jeffrey W. Heidrick
Print Name

Assistant Project Manager 8/20/18
Title Date


Signature: M/W/DBE Subcontractor

HAGOS E. ANDEBRHAN
Print Name

CEO 08/20/2018
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown, and Blue Ridge

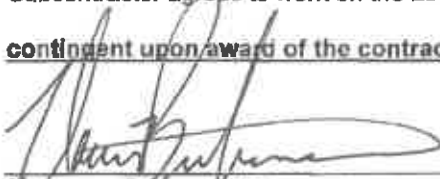
Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Parson + Associates ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide public involvement and Neighborhood Coordination services including, but not limited to, organizing meetings with Water Services Director, District Council members, and Property Owners, as well as, preparing meeting documents, gathering comments, and facilitating meetings for each of the four project sites.

for an estimated amount of 3.3 % of the total estimated contract value.

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


Signature: Prime Contractor

Darin Brickman
Print Name

Vice President
Title

1/23/2018
Date


Signature: M/W/DBE Subcontractor

Robert "Jason" Parson
Print Name

Prm 2A / CBO
Title

9 July 18
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown, and Blue Ridge

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide geotechnical investigation services including, but not limited to, borings at each of the tank sites and along the proposed water main improvements, analyzing gathered samples, and preparing geotechnical reports for each of the four project areas to include with the final documents for bidding.

for an estimated amount of 7.8% of the total estimated contract value.

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


Signature: Prime Contractor

Darin Brickman
Print Name

Vice President
Title

1/23/2018
Date


Signature: M/W/DBE Subcontractor

Denise B. Hervey
Print Name

OFO
Title

07.10.2018
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown, and Blue Ridge


Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:


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

Provide design surveying services for portions of the project, including, but not limited to, survey of tank site(s), water main corridor(s) from Right of Way to Right of Way; establishing existing Right of Way; coordination of utility locates with Missouri One-Call; location of visible existing utilities and utilities located by Missouri One-Call.

for an estimated amount of 7.8 % of the total estimated contract value.

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


Signature: Prime Contractor
Jeffrey W. Heidrick
Print Name
Associate/Project Manager 8/20/18
Title Date


Signature: M/W/DBE Subcontractor
Justin W. Likes
Print Name
Associate Partner 8/20/18
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown, and Blue Ridge

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Environmental Advisors and Engineers Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide preliminary engineering design services including, but not limited to, field review, development of photo log, obtaining record drawings, and handling utility coordination, including notification and obtaining utility maps of the project areas.

for an estimated amount of 2.2% of the total estimated contract value.

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


Signature: Prime Contractor

Darin Brickman
Print Name

Vice President
Title

1/23/2018
Date


Signature: M/W/DBE Subcontractor

Jill R. Biesma, P.E.
Print Name

President
Title

7/6/18
Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

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

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days 75 days 135 days
30 days 90 days 150 days
45 days 105 days 165 days
60 days 120 days 180 days
Other 435 days (Specify)

Throughout Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 _____ % Middle 1/3 _____ % Final 1/3 _____ %

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

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


(Signature)

Vice President
(Position with Firm)

1/23/2018
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____
ADDRESS: _____
PROJECT NUMBER OR TITLE: _____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals: _____ % MBE _____ % WBE
Contractor Utilization Plan: _____ % MBE _____ % WBE

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

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

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

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

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

TO

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown and Blue Ridge

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

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

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

3 (✓) ___ Prevailing wage does not apply; or
(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, before me

appeared _____, to me personally known to be the

_____ of the _____

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

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 80001977

Project Title Elevated Water Storage Tank: Prospect Road, Shoal Creek, Downtown and Blue Ridge

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 27th day of June, 2018, before me appeared Kathy Newman, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

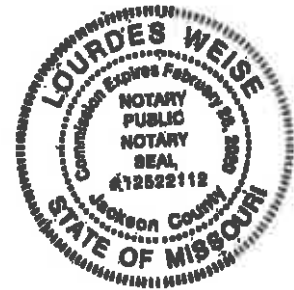
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Kath Neuman
Affiant's signature

Subscribed and sworn to before me this 27th day of June, 2018.

Loures Weise
Notary Public

My Commission expires: February 28, 2020



Company ID Number: 34471

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Burns and McDonnell Engineering Co, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 34471

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Burns and McDonnell Engineering Co, Inc.

<u>Kathy Newman</u>	<u>HR Analyst</u>
Name (Please type or print)	Title
<u><i>Kathy Newman</i></u>	<u>10/06/2006</u>
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 34471

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

10/02/2006

Signature

Date

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Taliaferro & Browne, Inc.</u> <u>Hagos Anderbrhan.</u> Email: <u>hagos@tb-cngr.com</u>	Address: <u>1020 East 8th Street, Kansas City, MO 64106</u> Phone: <u>816-283-3456</u> Fax: <u>816-283-0810</u>
2.	Name: <u>TSi Geotechnical, Inc., Brian Robben</u> Email: <u>brobber@tsigeotech.com</u>	Address: <u>8248 NW 101st Terrace, #5, Kansas City, MO 64153</u> Phone: <u>(816) 599-7965</u> Fax: _____
3.	Name: <u>Parson + Associates, Jason Parson</u> Email: <u>jason@parsonkc.com</u>	Address: <u>1518 East 18th Street, Kansas City, MO 64108</u> Phone: <u>(816) 216-6571</u> Fax: _____
4.	Name: <u>Environmental Advisors and Engineers, Inc., Jill Biesma, P.E.</u> Email: <u>jbiesma@eaci.com</u>	Address: <u>19211 W 64th Terrace, Shawnee, KS 66218</u> Phone: <u>(913) 599-4326</u> Fax: <u>(913) 631-6011</u>
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: Burns & McDonnell Engineering Company, Inc.
 Submitted By: Jeffrey W. Heidrick, P.E.
 Title: Project Manager
 Telephone No.: (816) 349-6769
 Fax No.: (816) 822-3414
 E-mail: jheidrick@burnsmcd.com
 Date: July 12, 2018

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

**CONTRACT NO. 9231 PROJECT NO. 80001977
PROSPECT ELEVATED WATER STORAGE TANK**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Company, Inc. (Design Professional). The parties amend the Agreement entered into on November 8, 2018, as follows:

WHEREAS, City has previously entered into a contract dated November 8, 2018 in the amount of \$2,000,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$825,000.00, to amend the total contract amount to \$2,825,000.00; and

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

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

- A. Add the following section(s):
 - a. Sec. <number>, Subparagraph <number>:
 - b. Sec. <number>, Subparagraph <number>:

[OR]

- B. Delete the following section(s):
 - a. Sec. <number>, Subparagraph <number>:
 - b. Sec. <number>, Subparagraph <number>:

[OR]

- C. Delete and replace the following section(s):
 - a. Delete Sec. <number>, Subparagraph <number> and replace with the following Sec. <number>, Subparagraph <number>:
 - b. Delete Sec. <number>, Subparagraph <number> and replace with the following Sec. <number>, Subparagraph <number>:

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

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)

DRAFT