

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT**  
**PROJECT NO. 60800052 CONTRACT NO. 9741**  
**DRINKING WATER SERVICE LINE MATERIALS INVENTORY**  
**WATER SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and **AECOM Technical Services, Inc.** (“Contractor”). City and Contractor agree as follows:

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Compensation.**

- A. The maximum amount the City will pay Contractor under this contract will not exceed \$1,779,000.00. Contractor will be paid monthly.
- B. Contractor will bill the City, in a form acceptable to the City, on a monthly basis.
- C. \$1,739,000.00 for the services performed by Design Professional under this Agreement.
- D. Contractor’s maximum amount shown in Sec. 1, Compensation, includes a total allowance amount of \$40,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Contractor unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Contractor approved to utilize any allowance monies unless the City provides written authorization to Contractor 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.
- E. 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.
- F. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

- G. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- H. 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 Civil Rights and Equal Opportunity (CREO KC) Department.
- I. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

**Sec. 2. Responsibilities of Contractor.** Contractor shall perform the following Scope of Services on **Attachment A**.

**Sec. 3. Notices.** All notices required by this Agreement shall be in writing to the following:

**City:**

Water Services Department  
Wes Minder, Director  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: 816-513-0504  
E-mail address: [Wes.Minder@kcmo.org](mailto:Wes.Minder@kcmo.org)

**Contractor:**

AECOM Technical Services, Inc.  
Contact: Janet Strickland  
2380 McGee Street, Suite 200  
Kansas City, MO 64108  
Phone: 816-410-6380  
E-mail address: janet.strickland@aecom.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 business days after the date of mailing, whichever is earlier.

**Sec. 4. Merger.** This Contract 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 Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 5. Conflict Between Contract 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 Contract, Part I will be controlling.

**Sec. 6. Term of Contract.** This Contract will remain in force for a period of seven hundred thirty (730) calendar days following the issuance of the notice to proceed. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

**Sec. 7. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

**Attachment A** – Scope of Services

**Attachment B** – Electronic Data Requirements

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

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

**Attachment E** – CREO KC Documents

1. 00450 CREO KC 08 CUP and Request for Waiver
2. 00450.01 CREO KC Letter of Intent to Subcontract
3. 00460 CREO KC 10 Timetable for MBE/WBE Utilization
4. 00470 CREO KC 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** – CREO 14 Affirmative Action Plan Affidavit

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

**Attachment I** – Non-Construction Application for Payment

**Attachment J** – CREO KC Contract Assurances Addendum

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

- A. Make available to Consultant all existing records, maps, plans, and other data possessed by the City when such are necessary, advisable, or helpful to Consultant in the completion of the work under this agreement.
- B. If required or upon recommendation of Consultant, 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 Consultant 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 the Agreement.

**Sec. 9. Subcontracting.** Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on **Attachment H**, “Non-Construction Subcontractors Listing”.

**Sec. 10. Contract Information Management System.** Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

**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 Contract,

Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Contractor 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 Contractor'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 Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 12. Effectiveness; Date.** This contract will become effective when the City's Director of Finance has signed it. The date this contract is signed by the City's Director of Finance will be deemed the date of this contract.


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

**THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

**CONTRACTOR**

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

Date: 4/11/2023

By: 

Name: Janet Strickland

Title: Principal-in-Charge


**KANSAS CITY, MISSOURI**

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


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

Name: Wes Minder

Title: Director

DocuSigned by:  
  
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Approved as to form:

  
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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.

  
18F59B5A8EE444E... 4/28/2023

Director of Finance

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. Indemnification: Definitions

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

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

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

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

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

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

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

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's

rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

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

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

#### Sec. 3. Independent Contractor.

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

#### Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

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

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

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

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

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

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

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

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

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

execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

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

### **Sec. 5. Governing Law.**

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

### **Sec. 6. Compliance with Laws.**

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

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

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

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

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

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

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

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

### **Sec. 9. Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in

any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

### **Sec. 10. Modification.**

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

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

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

### **Sec. 12. Severability of Provisions.**

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

### **Sec. 13. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of

Human Relations, the city Manager, the City department administering this Contract and their delegates and agents.

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

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

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

### **Sec. 14. Affirmative Action.**

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

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

program in place for the duration of the Contract.

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

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

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

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

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs

work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

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

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

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

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

Contractor certifies that no officer or employee of City has, or will have, a direct or

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

**Sec. 18. Buy American Preference.**

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

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

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

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

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

**Sec. 21. Employee Eligibility Verification**

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not

have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/programs/gc\\_118522\\_1678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

**Sec. 22 Quality Assurance Act.**

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

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

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

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

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

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Owner: City of Kansas City, Missouri  
Project: Drinking Water Service Lines Materials Inventory  
City Contract No.: 9741  
City Project No: 60800052

**1. GENERAL**

The Kansas City Water Services Department (KC Water, or City, or Owner) wishes to contract with AECOM Technical Services, Inc. (AECOM, or Consultant) to provide data review and specialized analysis services to support the Initial Lead Service Line Inventory project.

**2. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS**

The following general requirements were included in the Request for Proposals:

CONSULTANT shall complete Task Series 200, Task Series 300, and Task Series 400 within seven hundred twenty (730) calendar days following the City's issuance of a Notice to Proceed to CONSULTANT. CONSULTANT's completions schedule will be extended by the City for delays beyond the reasonable control of the CONSULTANT or as approved by the City.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from CONSULTANT. City will endeavor to provide consolidated written review comments to CONSULTANT within a fourteen (14) calendar day period.

**3. BASIC SCOPE OF SERVICES**

The Basic Scope of Services is organized into five (5) major Task Series:

Task Series 100: Project Management and Administration  
Task Series 200: Data/Records Review  
Task Series 300: Verification/Validation of Records  
Task Series 400: Data Publishing Services  
Task Series 500: Final Report  
Task Series 600: Public Involvement

The subtasks, proposed scope of work, deliverables, assumptions and limitations are described below under each task series.

## **Task Series 100 - Project Management and Administration**

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

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

CONSULTANT will perform project management services as necessary throughout the project to manage and complete the Work, including:

- Routine project correspondence and consultation with CITY staff
- Supervision and coordination of services
- Preparation and implementation of a project specific Work Plan
- Scheduling and assignment of personnel resources
- Continuous monitoring of work progress
- Maintenance of project controls.

### **Task 102 Progress Meetings**

The project start is anticipated in March 2023 and the initial inventory is due in October 2024, so the anticipated project duration is 20 months.

#### ***Task 102-1 Monthly Progress Meetings***

CONSULTANT will participate in up to 9 monthly progress meetings with CITY, through December 2023. The first monthly meeting will be the Project Kickoff meeting, included as Task 105.

Monthly progress meetings will provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed.

#### **Deliverables**

CONSULTANT will prepare and submit an agenda to CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

#### **Assumptions and Limitations**

- We assume meetings will last one hour.
- The following individuals will attend the meetings in-person at KC Water offices: Principal-in-Charge, Project Manager, Deputy Project Manager.

- The AECOM data management lead will attend each meeting via a Teams videoconference. We have budgeted for select technical specialists to attend four meetings each (data analytics/predictive modeler, regulatory compliance specialist, federal funding specialist).
- We have budgeted for a representative of the MBE and WBE subcontractors to attend selected meetings pertinent to their work, via Teams videoconference.

Information / Support Required from City

- KC Water will provide the videoconference invitations

***Task 102-2 Coordination Meetings Every Other Week***

CITY has requested short coordination meetings every two weeks to review recent work completed and coordinate upcoming work. CONSULTANT will participate in up to 40 brief coordination meetings via teleconference with CITY. Costs for these are included in technical task hours.

Assumptions and Limitations

- We assume meetings will be held via Teams videoconference and last no more than one-half hour.
- Up to four individuals from the CONSULTANT team will attend.

Information / Support Required from City

- KC Water will provide the videoconference invitations

**Task 103 Subconsultant Agreements and Administration**

CONSULTANT will 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 for the period of March through December 2023.

Deliverables

CONSULTANT will prepare monthly M/WBE subcontractor utilization reports and submit them in the format provided by CITY to the CITY's Civil Rights and Equal Opportunity (CREO KC) Department.

**Task 104 Quality Control**

CONSULTANT will implement a Quality Control Program on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for completeness and correctness of evaluations, feasibility of implementing recommendations, conformance with documented regulatory agency requirements, and adherence to contract requirements.

CONSULTANT will prepare a **Data Management Plan/Quality Control Plan** to describe the database management system, data collection sources and procedures, data evaluation approaches, data presentation, and reporting requirements, and the quality control processes. The plan will include:

- Anticipated data types, sources
- Procedures to systematically collect and enter data into the inventory in a consistent manner.
- Data exchange procedures with KC Water.
- Rules to interpret historical data, classify service lines, and resolve conflicting data.
- Documenting decision-making processes, checks, and reviews.
- Quality procedures for the project. A schedule for regularly checking the correctness of data entries. Reviews and quality checks of deliverables.
- Reviewing project conformance with regulatory agency requirements.

#### Deliverables

CONSULTANT will provide a copy of the Data Management Plan / Quality Control Plan to CITY for review.

#### Information / Support Required from City

- CITY will participate in agreeing upon rules and decision-making processes for classifying service lines, resolving conflicting service line information in different data sets, and dealing with gaps in data or missing data.
- CITY will agree upon clear data exchange procedures between CITY and CONSULTANT systems.

#### **Task 105 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, CONSULTANT will organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, CONSULTANT's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, cost loaded schedule, and expected MBE/WBE utilization schedule, and content of subsequent monthly progress meetings.

To efficiently undertake this project, CONSULTANT needs the following information. We request that it be provided by CITY at the Project Kickoff Meeting to the extent possible, or follow-up contacts be arranged to acquire the information/interviews.

- Historical CITY data available, their specific sources and formats, their anticipated reliability, and what information is currently being collected through ongoing operations.
- Access to these data sources.
- Opportunity to interview CITY staff members knowledgeable about the development of the City's water system, historical plumbing practices, and available historical records.
- Discuss with CITY information technology and asset management staff how the inventory will be used and integrated into CITY systems during development and after completion.
- Access to CITY's historical policies on lead bans, permitting, engineering standards, maintenance practices and plumbing and building codes, and people familiar with those codes and policies.

### Deliverables

Prepare and submit an agenda to CITY Staff three (3) business days prior to the meeting and prepare and distribute the meeting minutes within 1 business day of the meeting date.

### Assumptions and Limitations

- We assume this meeting will last up to two hours
- The following individuals will attend the meetings in-person at KC Water offices: Principal-in-Charge, Project Manager, Deputy Project Manager, and one representative from each of the three subcontractors. Two or three other technical task leaders will attend via videoconference.

### Information / Support Required from City

- Provide ready access to records of interest: GIS (main, parcel, service line, zoning, etc.), Plumbing and permitting records, Drawings and maps, open data records, and property geospatial components.
- Bring to the meeting, or provide contacts for, current and former staff members knowledgeable about the CITY's water service lines and records.
- Provide information on and access to Kansas City historical policies on lead bans, permitting, engineering standards, maintenance practices and plumbing and building codes that may have been germane to service line materials.
- We request that KC Water information technology and asset management staff also attend the meeting to discuss service line technology integration into existing systems and WSD's planned new asset management system.

## **Task 106 Monthly Invoicing and Project Status Reports**

CONSULTANT will prepare and submit monthly invoices (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by CONSULTANT, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. CONSULTANT shall provide CITY with a narrative description of individuals' work, if requested.

This task includes budget for invoicing and status reports from March through December 2023.

### Deliverables

Monthly status reports.

## **Task 107 Regulatory Agency Meetings and Compliance Support**

CONSULTANT has budgeted one meeting with the Missouri Department of Natural Resources, (MDNR) in 2023. The meeting is intended to clarify regulatory compliance requirements for the inventory, inventory validation, and the use of predictive modeling.

### *2023 Meeting*

We recommend meeting with the MDNR early in the project to discuss the following topics:

#### Inventory:

- The overall development of the inventory
- Rules for characterizing line materials in the historical desktop data review
- Inventory submittal requirements and formats
- Validation requirements

#### Predictive Modeling:

- Confirm that the agencies will accept predictive modeling
- The high-level decisions that go into the predictive model and how rules are established for interpreting model results

### *General Compliance Support*

CONSULTANT will track federal and Missouri regulatory agency guidance on service line inventories and provide updates as needed in the monthly progress meetings.

### Deliverables

CONSULTANT will prepare and submit an agenda to CITY Staff 3 business days prior to the meeting and prepare and distribute the meeting minutes within 1 business day of the meeting date.

### Assumptions and Limitations

- It is assumed that all meetings will be held with MDNR in Jefferson City, Missouri to allow for potential travel needs. If EPA Region 7 staff are willing to attend joint meetings, it would be helpful to invite them too. However, we have not budgeted for separate meetings with the EPA.
- We have budgeted for the following attendees at the meeting:
  - Meeting 1: The AECOM Principal-in-Charge and Project Manager will attend in person or virtual if desired by MDNR. The data management lead, predictive modeling lead, and regulatory compliance lead will attend by videoconference. We assume a two-hour meeting plus travel time.
- We have budgeted for 4 hours per month each for the regulatory compliance lead and the project manager to track routine regulatory agency updates and inform deliverables on the project.

### Information / Support Required from City

- CITY has stated that KC Water will take the lead in interactions with the regulatory agencies. We assume that KC Water staff will schedule the meetings and submit all deliverables to the regulatory agencies, including agendas and meeting minutes.

## **Task 108 Grant and Funding Support**

### ***Task 108-1 Track Federal Funding Opportunities***

CONSULTANT will prepare an initial summary of federal grant and loan funding opportunities for service line inventory development, lead service line replacement funding, and related infrastructure funding (e.g., water and wastewater infrastructure funding).

CONSULTANT will continue to monitor federal grant and loan opportunities throughout preparation of the inventory and will provide a summary of new grant and loan opportunities, as they arise, to KC Water with the monthly progress reports. A total of 4 hours per month (for 20 months) are assumed for the updates.

### ***Task 108-2 Drinking Water State Revolving Fund Grant Application Support***

CONSULTANT will assist CITY in preparing an MDNR Drinking Water State Revolving Fund (DWSRF) application for activities associated with service line inventory development. Two applications will be prepared, one for Fiscal Year 2023 and one for 2024.

Funds are not necessarily limited to costs associated with field activities. AECOM and KC Water will work together to determine the amount of funding to be requested and consult with MDNR to establish the scope of work for which funding will be requested.

#### ***FY23 Application***

MDNR has not yet finalized its guidance regarding application requirements for service line inventories. However, AECOM has had initial discussions with MDNR who indicated "...sufficient documentation to justify the funding application..." would be required. Based on that brief discussion and MDNR's Engineering Report Checklist which identifies materials required for a traditional DWSRF application, an Engineering Report including the following is anticipated to be required for the DWSRF application:

- General project description.
- Description of the purpose and need for the project (i.e., develop a service line inventory by October 2024).
- Summary of environmental justice benefits and alignment with federal Justice40 / underserved community policies and objectives.
- Alternatives evaluation. An alternatives evaluation is required for traditional DWSRF applications. It is a bit more difficult for a service line inventory. AECOM will evaluate up to three or four scenarios as part of the alternatives evaluation: 1) do nothing, 2) validate all unknown service lines by October 2024 (impractical), 3) submit the initial inventory with unknown service lines, plus a plan to characterize unknown lines over a defined schedule (preferred alternative), and 4) a yet to be determined alternative developed with KC Water.
- Description of non-field related inventory activities, including development of the baseline inventory, predictive modeling, and associated activities (as described in this scope of services).
- Location(s) of proposed field activities and justification for proposed level-of-effort.
- Detailed project budget, for both non-field and field activities.
- Project schedule, including start and end dates for field activities and overall timeline for service line inventory development.
- The report will be signed and sealed by a registered Professional Engineer in the State of Missouri.

- The report will be consistent with good engineering practice and utilize appropriate design criteria (as applicable).

Typical DWSRF applications require Environmental, Historical and Cultural Resources reviews. Due to the nature of the work associated with inventory development, those reviews are not anticipated to be required and are not included in this scope of services.

CONSULTANT will communicate with DWSRF staff to confirm the application requirements.

We have budgeted for responding to no more than two rounds of comments / requests for additional information from MDNR.

It is AECOM's objective that KC Water receive as much grant funding as possible. However, AECOM makes no guarantee regarding the amount of funding MDNR might provide to KC Water, nor does AECOM make any guarantee regarding the split between grant and loan funding. A minimum of 49% of DWSRF funds for service line inventory development and lead service line replacement are to be made available as capitalization grants with 100% principal forgiveness.

#### *FY24 Application*

MDNR has indicated that one application may be all that is required to receive DWSRF funding for service line inventory development. However, federal funds are being made available annually and the number of applicants in a given year could be substantial. As such, CONSULTANT will update the FY23 application and submit a new application to MDNR for FY24 funding, if required by MDNR or requested by KC Water.

#### Deliverables

Summaries of federal opportunities will be described in monthly progress meetings.

DWSRF grant applications will be prepared for FY23 and FY24.

#### Assumptions and Limitations

The scope of the FY24 application is limited to service line inventory funding. If KC Water ultimately wishes to request funding for lead service line replacement, that will require a modification to this scope of services.

We contacted the Missouri SRF program to ask for guidance on the information that will be required to support SRF grant applications for lead service line inventories. They indicated no applications have yet been received for inventories, so could not provide specific guidelines. Thus, we estimated the grant application requirements as listed under the scope of services. If different or additional information is required that exceeds the budget, additional fees may be required.

## **Task Series 200 – Data/Records Review**

### **Task 201 Data Records Review**

#### **General Requirements**

The following general requirements were included in the Request for Proposals:

CONSULTANT shall perform data records review of the Service Line Materials in the KC Water distribution system. Records include but are not limited to records providing documentation as to water service line material type.

CONSULTANT shall review ordinances that pertain to allowable water service line material and plumbing types.

Data records, either electronic or paper noting water service line material type will be reviewed and duplicate records will be reconciled and noted.

CONSULTANT shall follow EPA and state guidance related to EPA's published Lead and Copper Rule Revision regulation.

CONSULTANT shall notify the Project Manager or City Inspector immediately of any deviations from the Contract Documents, schedule and /or safety violations.

#### **Scope of Services**

##### ***Task 201-1 – Database Development***

AECOM will build a SQL database (Microsoft SQL Server database) to compile the data needed to create the service line inventory and populate the data fields in the MDNR inventory spreadsheet (MDNR content as of January 2023).

We will set up the required server database linked to an AECOM-hosted ESRI ArcGIS account. We will coordinate with KC Water IT and GIS staff on digital information exchange routines. The database will support the following:

- Data input from client records, as needed for the inventory in order to support the MDNR submittal form:
  - KC Water asset management and GIS data
  - KC Water LCRR water quality sampling locations and results
  - KC Water billing database
  - KC Water digital records of water permits or interior property inspections
  - Scanned data, if needed, of KC Water trench slips or historical water permits
  - City building permit database

- City publicly available GIS data for property construction dates, parcel boundaries, addresses
- An ArcGIS online web application for data entry, record documentation, and field validation of inspection records.
- Quality control queries and applications: Rule validation checks, dashboards and GIS based applications to support data review checks.
- A dashboard to provide visualizations and report generators for status updates for monthly progress meetings.

### ***Task 201-2 – Migrate Digital Records***

Historical data provided by KC Water will be migrated into the project database. The data types listed below are required in the MDNR inventory form. Based on information provided by KC Water, we have assumed the following information is available from these sources:

- Property Addresses: Provided digitally from KC Water’s billing department database.
- Water Main Materials, Installation Dates, Connector and Gooseneck Materials: Primarily provided digitally from KC Water’s asset management system, with some information in the GIS system or Water System Model.
- City-owned Service Line Materials, Sizes, Installation Dates: Provided digitally from KC Water’s GIS or asset management system. Selected water line record drawings may need to be reviewed or staff interviewed. Information on “goosenecks” is limited and may only come from staff interviews.
- Customer-owned Service Line Materials, Sizes, Installation Dates: A limited amount of permit data is available digitally from KC Water’s asset management system or GIS, likely limited to 1980 later. Little information is readily available on the customer-owned lines.
- Customer Building Type: City or county property records will likely be needed to obtain this information. We anticipate requesting assistance from KC Water to authorize the release of this information.
- Presence of the Point of Use Water Treatment Devices by Customers: Limited information is available. KC Water will provide information that is available from tap water sampling records.
- Primary Plumbing Material in the Customer Structure, Date Installed: City Building Department records will be requested for this information. Little information is expected. We anticipate requiring assistance from KC Water to authorize release of this information.

### ***201-3 Migrate Paper Asset Management Records***

Paper records provided by KC Water, such as permits, meter replacements, and maintenance records, will be reviewed. The amount of paper records is not known, so we have included a

budget allowance to digitize up to 30,000 paper files. We assume they will be in a format that will also allow optical recognition of scanned records to extract data such as address, date, line size and material so that information can be migrated digitally into the database without having to manually review and enter every record.

We have budgeted \$15,000 for scanning up to 30,000 paper records and processing them with optical character recognition software to attempt to optically pull germane data from the paper records.

#### ***201-4 Migrate Other City Data***

We will also request GIS data not in KC Water files from publicly available sources, such as parcel maps, property ages, economic, social, and demographic data.

Relevant data from paper sources will be entered into the database, compiled, summarized, and reviewed.

#### ***201-5 Ordinance Review***

We request that KC Water provide information on and access to CITY's historical policies on lead bans, permitting, engineering standards, maintenance practices and plumbing and building codes that may be germane to service line materials to help establish dates when lead use may have ended.

We have allocated a budget of three weeks (120 hours) to review codes and ordinances and prepare a summary report.

Data from this task will be used to establish rules for screening service lines based on the date of home construction or water line hookup.

#### ***201-6 Review, Reconcile, and Screen Records***

All relevant digital data from Task 201-1 to 201-4 will be entered into the database, compiled, summarized, and reviewed.

A quality control officer will be assigned to the project and data reviews will be conducted each week to identify data entry errors which will then be communicated to the team and corrected. This process is front-loaded at the beginning of the project, repeated each week, and when inconsistencies have been addressed, the percentage of data needed to be checked will be reduced.

Data screening will follow the processes established in the Data Management Plan. Discrepancies between asset management, GIS data, and other paper records or data will be reviewed and reconciled based on the rules for the interpretation of data established in the Data Management Plan, as approved by KC Water.

Service lines will be classified following rules established in the Data Management Plan as lead, non-lead, galvanized requiring replacement (GRR), and unknown. Unknowns will be further classified as likely non-lead or likely lead if sufficient data is available to make a distinction.

### Deliverables

Inventory progress updates will be prepared for monthly progress meetings, to include information such as records reviewed to-date, corrections and updates made, plus tabular summaries and visualizations of findings to-date.

### Assumptions and Limitations

The specific types, amounts, and locations of historical data available are not well-defined. We have estimated the time and budget required to compile historical records based on conversations to-date with KC Water and several of the data review assumptions listed above. If this level of effort is not adequate for the records uncovered during this task, we will notify KC Water as soon as recognized, and additional services and fees may be required.

### Information / Support Required from City

Information required from KC Water is noted in the scope of services above for each type of data source described. Assistance may be required from KC Water to approve the release of information from other city departments.

## **Task 202 Review Reports**

### General Requirements

The following general requirements were included in the Request for Proposals:

CONSULTANT shall provide reviewable reports of the results of the data records reviewed to the Owner. Within two weeks after the conclusion of all reviews, a final list of data record corrections or updates with appropriate documentation covering all the records review.

### Scope of Services

#### ***202-1 Background Data Summary Report***

After Task 201 is complete, we will prepare a summary report of findings to date. It will include:

- Number of lines evaluated, available data to classify lines, number of lines of the difference classifications
- Service lines identifiers as lead, non-lead, GRR, and unknowns as possible
- Conflicts in data sets
- Rules used to classify lines

- A GIS map of preliminary findings
- A summary of the review of codes and ordinances
- Data gap analysis

### ***Task 202-2 – Data Gap Analysis Workshop***

The findings of the summary report will be presented in a workshop, to review the historical findings, data gaps, and implications for future field validation needs. We assume this meeting will coincide with one of the monthly meetings. Time has been budgeted for preparation of the gap analysis and added meeting time.

#### Deliverables

The summary report described under 202-2.

### **Task Series 300 – Verification/Validation of Records**

#### General Requirements

The following general requirements were included in the Request for Proposals:

Task 301 Verification/Validation Plan: CONSULTANT shall provide a Verification/Validation Plan for inspecting water service lines of type Misc. or Unknown to confirm or determine water service line material type.

Task 302 Verification/Validation Inspection: CONSULTANT shall provide assistance in completing the verification/validation plan to determine water service line material type.

#### Scope of Services

### **Task 301 Verification/Validation Plan**

#### ***Task 301-1 Prepare Verification Plan***

Based on background conversations with KC Water we understand that there are approximately 176,000 service lines, which creates approximately 352,000 service line segments (i.e., each line has a utility-owned segment and a customer-owned segment). KC Water indicates there are an estimated 15,000 unknowns in the utility-owned segments, and very little information is known about the customer-owned segments. Consequently, a sizeable majority of the customer-owned segments could be unknowns.

For the initial inventory, field verification of 760 representative service line segments will be evaluated by potholing. Potholing is a process by which holes are excavated to expose the water line for inspection. Half of the potholed segments will be in utility-owned segments. The other half will be customer-owned segments. These numbers are based on the U.S. EPA document,

Guidance for Developing and Maintaining a Service Line Inventory, Appendix E: Michigan Minimum Service Line Verification Requirements (August 2022).

These inspections will provide an estimate of the percentages of different line material types in the unknown population and help assess the confidence interval of the initial desktop inventory.

The verification plan will also include a limited number of in-home inspections as a pilot test to assess how the interior inspection observations compare to pothole inspections of customer-owned segments. Up to 100 properties that are potholed will also include an interior inspection, if property owners are cooperative.

To develop a field verification Work Plan, CONSULTANT will:

- **Property Identification:** Identify properties for field verification. A list of 760 service line location addresses will be developed, along with up to 100 backup locations in the event that a portion of customers may refuse property access.
- **Prepare Project Work Plan:** providing the roadmap/details of the field validation program. The plan will outline the inspection locations, inspection methods, potholing approach and methods to inspect service lines, schedule, permit requirements, and traffic control requirements. The plan will be prepared in draft form for KC Water review and comment. It will be finalized upon review by KC Water.
- **Coordinate locations with KC Water:** The property list will be provided to KC Water. We request that the billing department verify they are active customers.
- The target service line locations will be integrated with the database to prepare for field data collection.

## **Task 302 Verification/Validation Inspection, Pre-Field Planning**

### ***Task 302-1 Construction Documents & Procurement***

CONSULTANT will prepare the following construction bid documents:

- Field Methods Standard Operating Procedures
- Construction Specifications
- Bid Form

We assume KC Water will provide the contract terms.

CONSULTANT will submit requests for bids to pothole contractors, review bids, and help to recommend a contractor to CITY. CITY will execute a contract with the selected firm(s).

### ***Task 302-2 Pre-Construction Planning***

A Safe Work Plan will be prepared prior to field work. CONSULTANT staff and subcontractors will be required to comply with the plan.

Field data collection tools (such as iPads) will be procured and programmed for this project.

A map and list of properties will be provided to the public involvement team for communications to property owners. Property owners or occupants will be contacted to notify them of planned work and request permission to access their property. Public communications are included in Task Series 600.

Permit applications for potholing that impacts streets will be prepared for submittal to Public Works / Streets.

We assume that traffic control requirements will only include standard cones and signage and no lane closures.

### **Task Series 400 – Data Publishing Services**

#### **General Requirements**

The following general requirements were included in the Request for Proposals:

Task 401 Electronic Update Files: CONSULTANT shall provide Owner with digital records of all updates to water service line material records to be loaded into Owner's asset record system.

Task 402 Public Access to Records: CONSULTANT shall provide Owner a public facing interface for water customers to look-up and verify the current asset material type information for their water service line.

#### **Scope of Services**

##### **Task 401 Update Files**

*(Task 401-1 moved to Optional Services 2)*

##### ***Task 401-2 Provide City with Digital Records***

The database will be prepared in a manner to allow the final integration into KC Water's Oracle database or other GIS systems. CONSULTANT will organize and compile the digital records from the project and coordinate with KC Water for upload processes. The completed inventory will include a database with the information fields required by the MDNR inventory spreadsheet.

Consultant will prepare documentation of file information and structures, along with documentation of rules used to classify service line materials.

## **Task 402 Public Access to Records**

The public-facing interface (online map) will be developed in stages throughout the project. The map will only be accessible internally to KC Water and AECOM staff until it goes live in October 2024.

### ***402-1 Online Map Planning Workshop***

Early in the project, CONSULTANT and CITY will conduct a workshop focused on the online map. CONSULTANT will:

- Demonstrate map examples
- Discuss format and integration into the KC Water website
- Obtain input from stakeholders provided by CITY such as IT, legal, graphics, or public affairs
- Discuss required community outreach before the website is live

### ***402-2 Online Map Development and Functionality Testing***

The map will be revised through automatic updates throughout the project as new verified information is collected, and we will conduct internal reviews and functionality testing at regular intervals. We assume that functionality testing reviews will be conducted with CITY staff at two subsequent milestones during the project prior to going live.

### ***402-3 Finalize Map and Transition to KC Water***

AECOM will transition the ArcGIS Online account to KC Water for continuation of the online map or integration into the future asset management system and train staff in the use of the system.

## **Deliverables**

Listed in subtasks above.

## **Task Series 500 – Final Report**

### **Task 501 Final Report**

CONSULTANT will provide a final report on the completed water service line data records review and verification documenting the record sources, a summary of record updates, the

location and number of service lines that are lead or are classified as non-lead based on the criteria of EPA Lead and Copper Rule Revision.

The MDNR initial inventory spreadsheet will be populated via direct download from the project database. We will back check the MDNR data fields against the database records for 100 locations from historical data, plus 100 locations from field validation results to check that the program populates the spreadsheet correctly.

The inventory spreadsheet will be provided to CITY in draft form for review (in digital format). We assume one revision after review by KC Water and no new data will be added to the inventory after the draft is provided for review. The form will be provided to CITY for submittal to the MDNR. We have assumed one submittal to the agency.

The final report will consist of the initial inventory spreadsheet, a GIS map file, and a text report summarizing the work completed, summary statistics of the line materials identified, and rules used to classify the lines.

### **Task 502 Electronic files**

CONSULTANT shall provide Owner with digital formats in their native forms. Final Report shall be sent electronically in Microsoft Word or Adobe PDF format.

#### Deliverables

Final report, Initial inventory spreadsheet, and electronic files of the project records.

#### Assumptions and Limitations

We assume one revision of the inventory spreadsheet after review by KC Water. We assume one submittal to the MDNR. The scope does not include revisions in response to potential questions or comments from the Agency.

### **Task Series 600 – Public Involvement**

#### **Task 600-1 Project Coordination**

The public engagement specialist, Parson + Associates (P+A), will attend monthly project progress meetings and project coordination meetings for the period of March through December 2023.

#### Assumptions and Limitations

- One meeting per month with two team members in attendance

#### **Task 600-2 Communications and Outreach Plan**

P+A will prepare a Communications and Outreach Plan providing the roadmap/details of the public engagement strategy, to include:

- Messaging
- Outreach activities/tasks to be conducted
- Materials needed (fact sheets, graphics, presentations, printed boards, social media content, yard signs, door hangers, toolkits, and other general signage/materials)
- Processes and procedures for activities including but not limited to:
  - City Council and other City departments outreach
  - Media Inquiries
  - Earned and/or paid media strategies
  - Community partner outreach

#### Deliverables

- Communications and Outreach Plan

#### Assumptions and Limitations

- One round of internal team comments, one round of client comments

### **Task 600-3 Briefing Materials for KC Water**

P+A will prepare a set of talking points and fact sheets for KC Water staff to facilitate their presentations to groups such as City Council, City Departments, City Manager, Media, Kansas City Public School Districts, or child care organizations.

P+A will prepare one additional set of talking points to answer general questions for KC Water Customer Care staff, plus outline a process to forward detailed inquiries to a project hotline phone (*more details about the hotline phone can be found in task number 600-9*).

#### Deliverables

- KC Water talking points
- Fact Sheets
- Talking points for KC Water Customer Care staff (with process for forwarding inquiries to a hotline phone)

#### Assumptions and Limitations

- One set of talking points will be prepared, as opposed to new points for every meeting. Talking points stay consistent throughout the project
- Fact sheet will stay nearly consistent throughout the project but may be updated based on progress (i.e. “We’ve evaluated over 500 lines and found XYZ”)

## **Task 600-4 Additions to KC Water Website**

P+A will make additions to the existing KC Water website with the assistance of KC Water IT staff. We assume that P+A will create a link from the existing website to a new page dedicated to lead service line information. P+A will develop the website page at the following three stages:

### *Stage 1: Front End*

Provide initial educational information about lead and set precedent of the inventory.

- Fact Sheets and FAQs
  - General information: What is the lead service line program?
  - How does lead get into drinking water?
  - Kansas City's water quality
  - Link to the KC Water annual water quality reports.
  - Links to EPA and MDNR pages on the Lead Copper Rule (LCR) and Lead Copper Rule Revisions (LCRR)
- Email contact to respond to inquiry, collect questions, and update FAQs

### *Stage 2: Prior to Conducting Field Verification Work*

The website will be updated prior to conducting field work to build awareness and so to explain upcoming field investigation efforts. Possible additions may include:

- Email and phone number for questions
- Upcoming community events
- Updated Fact Sheets and FAQs to address anticipated customer questions such as:
  - When will my property be evaluated? Who pays for this work? What can I anticipate for verification work at my property? Who will be present at my property and how do I know they are a representative of KC Water? How do I find out the outcome of the verification work for my property? Who do I contact if I have concerns about the restoration?

### *Stage 3: Publicly Accessible Map Interface*

An interactive map allowing residents to look up their property must go live in October 2024.

AECOM will provide the SQL database of the service line material inventory. The database will be provided to the KC Water GIS department. The KC Water GIS department is responsible for creating the ESRI ArcGIS map and providing a map link to P+A.

P+A will incorporate the map link into the KC Water website. The below associated information will be added to the web page by P+A:

- Instructions on how to use the interactive map
- Program updates such as when more properties will be evaluated

- Community outreach events
- How to contact the project team (Hotline information)
- Graphics describing service lines and project timelines, etc.

#### Deliverables

- Updated website page with access to key information
- Coordinate the linking of the interactive map created by KC Water GIS staff

#### Assumptions and Limitations

- Majority of time will be spent initially on building the webpage
- Additional hours, approximately 10 per month for the project duration of 20 months was assumed for keeping the webpage current through the project
- The management of the website will be the responsibility of KC Water after completion on this task

#### **Task 600-5 Coordination with existing City Mailers and Water Bill Inserts**

In order to efficiently promote awareness of the development of the inventory and build awareness of upcoming work, P+A will create content and design assets that can be used in KC Water bill inserts.

P+A will design a water bill insert to be sent to customers at the beginning of the project for general education. P+A will provide the design for KC Water to print and distribute with water bills.

P+A will also design a digital graphic that can be added to electronic water bills and KCMO social media channels. This graphic will also be sent to community organizations, City Council Members, and other groups throughout the City that have electronic news distribution channels that can help spread the information throughout.

P+A will design a second water bill insert/digital graphic to be used midway through the program with updates and high-level FAQs. P+A will provide the design for KC Water to print and distribute with water bills.

#### Deliverables

- Initial water bill insert with general education
- Second water bill insert and/graphic provide updates on the program/FAQs

#### Assumptions and Limitations

- For the water bill inserts, KC Water will pay for the cost through the vendor they currently use for water bill insert printing.

## **Task 600-6 City Stakeholder Meetings**

P+A will facilitate up to 25 total meetings throughout the project with elected officials and City departments. Facilitation will include identifying stakeholders to meet with, scheduling the meetings, and staffing the meetings to take notes. These meetings will also allow the team to ask elected officials/department heads about who they would recommend being an ambassador of the project.

P+A will provide briefing materials for KC Water staff to use at these meetings.

### Deliverables

- List of stakeholders to meet with (to be approved by KC Water)
- Schedule of meetings
- Talking points/materials for meetings
- Notes/summary of each meeting

### Assumptions and Limitations

- Assuming up to 25 meetings throughout the project
- Assuming key talking points and materials can be used for all meetings
- Assuming two team members to attend each meeting (with each meeting averaging one hour in length)

## **Task 600-7 Call Center Support**

P+A will provide project Fact Sheets on the Lead Service Line Inventory Project for CITY 311 Call Center staff, plus present materials to Call Center staff on four occasions (every six months).

### Deliverables

- Talking points (updated for each of the 6 meetings)
- Notes/summary of each meeting

### Assumptions and Limitations

- Each meeting will not exceed one hour
- Minimal updates to talking points between each meeting

## **Task 600-8 Community Stakeholder Meetings, Neighborhood Ambassadors**

P+A will build a communications database of key organizations, neighborhoods and community groups. The database will be a living document and will be updated throughout the project life.

- From this list, a smaller group of stakeholders (up to 50) will be identified to recruit for Neighborhood Ambassadors. Neighborhood Ambassadors will help communicate the program to their communities and will be seen as a trusted source of information. Possible partners include KC Neighborhoods staff, KC Neighborhood Advisory Council, Center for Neighborhoods, etc. P+A will organize up to three (3) meetings with this group to hear directly how communities are responding to the project, questions that are brought up frequently, and provide updates to the group that they can share out with their communities.
- From this list, P+A will organize up to 50 meetings with neighborhoods/existing community events before and during field work to give general information about this project. P+A will staff these meetings and/or tables at community events.

### Deliverables

- Database of key stakeholders, organizations, and neighborhoods
- Database of community events to have a presence at, neighborhood meetings, or other existing events
- List of Advisory Panel invitees, list of confirmed Advisory Panel members
- Scheduling, coordinating and staffing of meetings
- Materials and presentations needed for meetings

### Assumptions and Limitations

- Calling and coordinating with up to 50 people to serve as neighborhood ambassadors
- Up to three (3) meetings with the neighborhood ambassadors
- Up to 50 meetings with neighborhoods, stakeholders, or other community events where the project team can set up a table/information booth

### **Coordination of Multi-Lingual Materials**

P+A will coordinate having all written materials translated into Spanish, with an option for other languages upon request. Materials to be translated include:

- Fact Sheet
- Webpage Content (interactive map language will be automatically translated to any language requested)
- Water Bill Inserts
- Postcard Mailers
- Letters (used to obtain consent)
- Emails (used to obtain consent)

### Deliverables

- Spanish translated materials

- Other translations upon request

#### Assumptions

- Spanish is the primary translation needed
- KC Water/KCMO does not have an in-house translator

### **4. OPTIONAL SERVICES**

#### **Optional Service 1 – Review Historical Water Line Record Drawings**

We have included an allowance of approximately 4 weeks of time to review historical paper record drawings of water lines if such paper records require review.

#### **Optional Services 2 – Field Validation Program**

This optional service includes field work for conducting validation inspections (up to 760 potholes and up to 100 interior building inspections). It also includes supplemental services needed to extend work for selected tasks in the base scope of services from January through October 2024.

##### ***Supplement to Task 102-1 Monthly Progress Meetings***

CONSULTANT will participate in up to 10 monthly progress meetings with CITY, from January through October 2024.

Monthly progress meetings will provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. Deliverables plus assumptions and limitations are the same as described in Task 102-1 in the base scope of services.

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

AECOM will provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance for the period of January through October 2024.

##### ***Supplement to Task 106 Monthly Invoicing and Project Status***

Invoicing and status reports will be prepared from January through October 2024.

##### ***Supplement to Task 107 Regulatory Agency Meetings and Compliance Support***

## *2024 Meeting*

We assume one meeting will be held in 2024 after the U.S. Environmental Protection Agency (EPA) issues the anticipated Lead Copper Rule Improvements (LCRI), to discuss any modifications to the initial inventory that may arise from that rule and finalize inventory submittal requirements.

The AECOM Principal-in-Charge and Project Manager will attend in person or virtual, if desired by MDNR. The data management lead and regulatory compliance lead will attend the videoconference. We assume a two-hour meeting plus travel time.

## ***Task 302-3 Validation Field Work***

Two pre-construction meetings will be held with the field teams, potholing contractor, and KC Water staff to review the scope of work, field protocols, safety protocols, communications with the public, and coordination with KC Water and other city departments if needed.

### *Potholes for Exterior Line Inspections*

Potholing / hydro-excavation is a soil removing service. The process uses pressurized water to create a dirt slurry. Hydrovac equipment can then vacuum the slurry to reveal deeper layers of the ground below.

We have estimated a level of effort and budget to pothole and inspect 760 locations, 380 utility-owned segments and 380 customer-owned segments. We have assumed the following locations:

- 560 in grass. Requires restoring yard.
- 200 in street. Requires concrete or asphalt patching.

It is assumed that the potholing contractor will perform the following:

- Be responsible for utility locates
- Advance potholes up to a depth of 4.5 ft depth
- Remove and dispose excavated material
- Identify and record service line materials
- Backfill holes and store yards or pavement to CITY standards

CONSULTANT will conduct the following:

- Inspect and verify service line materials identified by contractor. Photograph lines.
- Digitally record inspection results on a field tablet and upload findings to the construction management team
- Confirm for the contractor to proceed with restoration
- Provide work progress updates daily to the construction management team
- Follow daily AECOM safety requirements
- Contractor oversight, bid item tracking and measurements

### *Pilot Test Interior Inspections*

As a pilot test, interior inspections will be conducted at up to 100 properties, where customers allow access, to compare the results of interior inspections to exterior potholing. This will help inform future verification efforts that may be more numerous.

All field inspectors will jointly conduct inspections for the first day or two to help assure consistency of line characterization interpretations. A project coordinator will check on field teams for consistency at least every two weeks and any time new personnel are assigned to field work.

### Deliverables

Field work progress updates will be prepared for the bi-weekly coordination meetings and monthly progress meetings.

Field verification findings will be incorporated into the project database for updating the inventory.

CONSULTANT will record potholing progress and review contractor pay requests to CITY for consistency with production.

### Assumptions and Limitations

A field investigation plan has not yet been developed so the field investigation scope is preliminary and subject to change. We have estimated the time and budget required to pothole 760 locations and conduct interior inspections at up to 100 locations. The actual number of locations that can be completed within the allocated budget may vary from these numbers. If the level of effort and budget for this task is not adequate, we will notify KC Water as soon as it is recognized, and additional services and fees may be required.

CITY will contract with the potholing contractor and be responsible for repairing any water line damage that occurs during field investigations.

The CONSULTANT's field team will report any leaks, broken meter boxes, or other damaged infrastructure as soon as it is noted. If leaks or other damage are identified, the field team will notify the CITY and move on to the next location. Work at that property will not continue until directed by the CITY.

### Information / Support Required from City

Assist in identifying permit requirements for the field methods that are selected.

### ***302-4 Update Inventory***

The inventory will be updated as the field data is collected.

### ***Task 302-5 Predictive Modeling and Uncertainty Analysis***

Results from the initial desktop inventory results will feed into a machine learning model. Model inputs will include known service line data, plus variables that may correlate to service line material (water main ages, house ages, spatial locations, property values, etc.). The model is used to associate known variables with the probability of finding lead and non-lead lines.

Material designation of the initial inventory will contain uncertainty due to errors or inconsistencies in historical records, as well as limitations in the degree to which rules used to evaluate data capture the variability in lead usage throughout the service area or over time. Uncertainty in material assignments will be derived through a statistical data-driven approach using a predictive model.

The results of the field verification sampling will be added to the model. The initial field verification sampling results combined with the modeling will be used to evaluate the following for the initial inventory:

- Estimate the percentages of different line material types in the unknown population.
- Assess the reliability of historical records / data subgroups (such as properties that have permits or other records). Assess the confidence interval of the initial desktop inventory.
- Potentially be able to provide sub-classifications to unknown lines, as “likely non-lead” or “likely lead”.
- Provide a characterization of the level of uncertainty associated with the unknowns and their spatial distribution.

The model developed for this scope of work can then subsequently serve as a tool to help focus future verification efforts.

#### **Assumptions and Limitations**

The predictive model will provide the data evaluations and characterizations listed above. It will not be used to classify the unknowns at this level of analysis with the limited amount of field validation data for the unknown population. The LCRR and guidance published to-date by the EPA does not provide specific guidance on the acceptance of predictive modeling.

### ***Task 401-1 Field Verification Results Update***

All field inspection reports will be reviewed and approved by a member of the construction management team. Field investigation findings will be uploaded into the project database, service line materials classified for the lines investigated, the inventory updated, and project maps/visualizations updated.

The predictive model analytics will be re-run after completion of the field work to update the following information:

- The confidence interval of the initial desktop inventory.
- Estimate the percentages of different line material types in the unknown population.
- Provide a characterization of the level of uncertainty associated with the unknowns and their spatial distribution.
- As available, provide sub-classifications to unknown lines, as “likely non-lead” or “likely lead”.

### ***Supplement to Task 600-1 Project Coordination***

The public engagement specialist, Parson + Associates (P+A), will attend monthly project progress meetings and project coordination meetings for the period of January through October 2024.

### ***Supplement to Task 600-5 Coordination with existing City Mailers and Water Bill Inserts***

P+A will design a postcard mailer to inform customers by October 16, 2024, who have lead lines, galvanized lines requiring replacement (GRR), or unknown lines as required by the LCRR.

#### Deliverables

Postcard for properties who have galvanized lines requiring replacement (GRR), or unknown lines as required by the LCRR.

#### Assumptions

For the October 2024 mailer, the postcard, we are assuming 100,000 customers to notify them of potential lead lines, GRR, or unknown lines.

### ***Supplement to 600-9 Field Verification Sampling Program Support***

P+A will create a hotline phone number to answer questions during field work. With the hotline phone number, we will contact residents before field work is conducted to obtain written approval to enter their property.

P+A will develop materials (letters, emails) to obtain consent from customers to conduct the verification work. P+A will develop and send letters to homeowners after the work is complete.

#### Deliverables

- Hotline phone number
- Call script (for calling homeowners for consent)
- Materials/letters to mail to homeowners for consent
- Email content to email to homeowners for consent
- Letter to mail to homeowners once work is complete
- Door hangers

- Spreadsheet tracking each touchpoint, when a homeowner did give consent (*i.e. after mailer #1*)

### Assumptions and Limitations

- Assuming 1,000 properties will need to be contacted by phone to obtain approval
- Assuming 1,000 properties will need up to two (2) mailings, and/or: email/phone call and/or door hanger before providing consent
- Assuming five (5) hours per week to be billed for the Hotline Phone
- Assuming 1,000 letters will need to be sent upon completion

### **Optional Service 3 – Collect Additional Field Validation Samples**

If time allows, or initial field validation data identifies unexpected results, it may be helpful to collect additional field validation samples. We have estimated a budget for performing up to 100 additional service line validations via pothole inspections. An average unit price was estimated from the total cost for the initial validation samples estimated for the scope of services (Task 302-3). An allocation for added public involvement support and added updates to the inventory was included in the estimate.

Pothole contractor costs are not included in this amount.

## **5. OVERALL LIMITATIONS AND EXCLUSIONS**

Assumptions and limitations for individual tasks are included in the scope items above.

The types, amounts, locations, and accuracy of historical records are undefined. Based on conversations with KC Water staff we have made estimates on the types of work, tasks, and levels of effort needed to collect, compile, and reconcile historical records on the City’s water service lines. We have included our assumptions in the scope and the associated cost estimate. The actual work required could differ from these assumptions and estimates. If we believe that the scope, budget, or schedule are inadequate at some point during the project, we will notify KC Water right away and provide an estimate of the effort and added fee that are required to complete the project.

The U.S. EPA has indicated they will publish revisions to the Lead and Copper Rule at some point during the course of this project (Lead Copper Rule Improvements - LCRI). That rule could potentially change the requirements for initial service line inventories and change the requirements for this project. The impacts of the pending rule can’t be predicted at this time. Changes to inventory requirements could require a change in scope and fee to this project.

The EPA has indicated they will accept the results of predictive modeling in the preparation of service line inventories but has yet to provide written confirmation of this or any guidance on

how the results may be used. If EPA changes policy on acceptability of modeling that may also result in additional work required outside the approved scope of work.

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

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

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

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

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

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

**C. Electronic File Requirements – Closeout**

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

**D. Project Management Communications - Construction**

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

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

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

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

### **Purpose**

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

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

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

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

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

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

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

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

**2. Submittal Specifications**

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

**3. Questions/Technical Support**

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

GIS Manager  
Water.GIS@kcmo.org

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

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

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

**Attachment C Estimated Costs**  
**Drinking Water Service Lines Material**  
**Inventory - KC Water AECOM**  
 REV 1, 2/10/2023

Tasks															Labor Hours / Task	Labor Cost	Expenses & Subs	Total Cost
	Principal in Charge	Project Manager	Deputy Project Manager	Sr. Staff Engineer	GIS Specialist 1	GIS Specialist 2	Project Assistant	Project Controls	Inventory Lead	Technology Solutions	Data Analytics	Regulatory Specialist	Funding Strategy					
Billing Rate:	\$299	\$240	\$171	\$115	\$136	\$136	\$128	\$118	\$207	\$144	\$220	\$308	\$385					
100 - Project Mgt & Admin, plus Regulatory & Grant Support	113	419	463	194	52	4	55	72	75	46	12	79	109	1,693	\$350,068	\$26,485	\$376,553	
200 – Data/Records Review	54	276	480	580	776	380	40	16	468	444	40	16	0	3570	\$569,930	\$70,623	\$640,553	
300 – Verification/Validation of Records	36	108	156	172	36	0	28	4	116	80	16	0	0	752	\$131,144	\$120,827	\$251,971	
400 – Data Publishing Services	6	64	84	0	208	0	12	0	80	156	4	16	0	630	\$106,174	\$328	\$106,502	
500 – Final Report	10	80	124	120	32	0	20	8	36	80	28	28	0	566	\$98,806	\$0	\$98,806	
600 – Public Involvement	72	98	32	16	52	0	0	0	50	48	0	0	0	368	\$76,694	\$187,923	\$264,617	
<b>Total, Hrs/ Cost</b>	<b>291</b>	<b>1045</b>	<b>1339</b>	<b>1082</b>	<b>1156</b>	<b>384</b>	<b>155</b>	<b>100</b>	<b>825</b>	<b>854</b>	<b>100</b>	<b>139</b>	<b>109</b>	<b>7,579</b>	<b>\$1,332,816</b>	<b>\$406,184</b>	<b>\$1,739,000</b>	

Optional Service 1 – Review Historical Water Line Record Drawings	<b>\$40,000</b>
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Optional Service 2 – Phase 2 Work, Field Validation Program	<b>\$956,000</b>
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Optional Service 3 – Collect up to 100 Additional Field Validation Samples	<b>\$134,000</b>
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100 - Project Mgt & Admin, plus Regulatory & Grant Support	Principal in Charge	Project Manager	Deputy Project Manager	Sr. Staff Engineer	GIS Specialist 1	GIS Specialist 2	Project Assistant	Project Controls	Inventory Lead	Technology Solutions	Data Analytics	Regulatory Specialist	Funding Strategy	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses
	\$299	\$240	\$171	\$115	\$136	\$136	\$128	\$118	\$207	\$144	\$220	\$308	\$385								
<b>101 Project Management Services</b>														0	\$0					\$0	\$0
Work Plan, Project Setup	1	4	8					8						21	\$3,571					\$0	\$3,571
Routine project mgt & controls (20 months, 87 weeks)	43	174	174											391	\$84,371					\$0	\$84,371
<b>102 Progress Meetings</b>														0	\$0					\$0	\$0
102-1 Monthly Progress Meetings, April - Dec 2023 (9)	9	27	36				9		9		4	4	4	102	\$21,994	Mileage	mile	1000	\$0.655	\$655	\$22,649
102-2 Coordination Meetings Every 2 Weeks (44) - included in technical task hours														0	\$0					\$0	\$0
<b>103 Subconsultant Agreements and Admin</b>														0	\$0					\$0	\$0
Subcontracting	3	8	12											47	\$7,701					\$0	\$7,701
Routine coordination - 2023		20	20											40	\$8,220	Mileage	mile	500	\$0.655	\$328	\$8,548
Invoicing + MBE, WBE utilization reports, 2023 (1 hr/mo)		10	10											30	\$5,290					\$0	\$5,290
<b>104 Quality Control</b>														0	\$0					\$0	\$0
Data Management Plan, Quality Control Plan	2	8	16		32		8		24	24				114	\$19,054					\$0	\$19,054
Routine AECOM quality checks (1 hr/mo) + quality audits	10	20	20											70	\$13,570					\$0	\$13,570
														0	\$0					\$0	\$0
<b>105 Project Kickoff Meeting</b>														0	\$0					\$0	\$0
Agenda + Prep for Meeting + Minutes	1	8	8				4		8	4	2	2	2	39	\$8,157					\$0	\$8,157
Meeting: KC staff in person. Key technical staff via Zoom	3	3	3						2		2	2	2	17	\$4,370					\$0	\$4,370
<b>106 Monthly Invoicing and Proj Status Reports - 2023</b>														0	\$0					\$0	\$0
PM, Proj Controls - 2023, 1 hr/mo. DPM also prepare reports, 2 hr/mo		10	20						10					40	\$7,000					\$0	\$7,000
<b>107 Regulatory Agency Meetings and Compliance Support</b>														0	\$0					\$0	\$0
Meeting 1 (prep, meet, minutes)	8	16			4		2		4		4	4	4	46	\$11,512	Mileage	mile	350	\$0.655	\$229	\$11,741
														0	\$0					\$0	\$0
Routine Regulatory Tracking & Compliance Support (Federal & State reviews), March - Dec, 2023 (10 months)		40										40		80	\$21,920					\$0	\$21,920
LCRI Update Review		24										12		36	\$9,456					\$0	\$9,456
<b>108 Grant and Funding Support</b>														0	\$0					\$0	\$0
108-1 Track Federal Funding Opportunities	6	12	40										60	118	\$34,614					\$0	\$34,614
108-2 Drinking Water SRF Grant Application Support														0	\$0					\$0	\$0
FY23 Application	18	25	60	140	10		20		20	10		10	25	338	\$59,947					\$0	\$59,947
FY24 Application	9	10	36	54	10		12		8	8		5	12	164	\$29,321					\$0	\$29,321
<b>Subcontractor Support, 100 Series Tasks</b>														0	\$0	TREKK	lump	1	\$25,273	\$25,273	\$25,273
Total, Hours	113	419	463	194	52	4	55	72	75	46	12	79	109	1693							
Total, Dollars	\$33,787	\$100,560	\$79,173	\$22,310	\$7,072	\$544	\$7,040	\$8,496	\$15,525	\$6,624	\$2,640	\$24,332	\$41,965		\$350,068					\$26,485	\$376,553

200 – Data/Records Review	AECOM													Labor Totals		Expenses					Total Cost
	Principal in Charge	Project Manager	Deputy Project Manager	Sr. Staff Engineer	GIS Specialist 1	GIS Specialist 2	Project Assistant	Project Controls	Inventory Lead	Technology Solutions	Data Analytics	Regulatory Specialist	Funding Strategy	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses
	\$299	\$240	\$171	\$115	\$136	\$136	\$128	\$118	\$207	\$144	\$220	\$308	\$385								
<b>201 Data Records Review</b>														0	\$0					\$0	\$0
201-1 – Database Development. Set up server, database, ArcGIS acct. Program database	2	8	12		20			2	40	60				144	\$24,446	ArcGIS account, 2 yr	est	2	\$5,000	\$10,000	\$34,446
201-2 – Migrate Digital Records. Mtgs with KC to understand records. Migrate files at beginning, and quarterly update	2	16	24		60				60	80				242	\$40,642	Database server, 2 yr	est	2	\$1,200	\$2,400	\$2,400
201-3 Migrate Paper Asset Management Records														0	\$0					\$0	\$0
Mtgs with KC to obtain files. Review and sort paper records for scanning	2	16	40				8		24	24				114	\$20,726	TREKK assist	lump	1	\$8,970	\$8,970	\$29,696
Scan up to 30,000 pages, Optical text recognition		4	8				8	2						22	\$3,588	Scan docs + OCR	lump	1	\$15,000	\$15,000	\$18,588
Input records to database		4	12						12	20				48	\$8,376	Mileage	mile	200	\$0.655	\$131	\$8,507
Review accuracy of scans and match to database		16	24	60	60				12	20				192	\$28,368					\$0	\$28,368
														0	\$0					\$0	\$0
201-4 Migrate Other City Data. Property, parcels, demographics, building construction dates	2	16	40		80	80			20	20				258	\$40,058					\$0	\$40,058
														0	\$0					\$0	\$0
201-5 Review Historic Plumbing codes (TREKK)	2	8	8											18	\$3,886	TREKK	lump	1	\$28,794	\$28,794	\$32,680
Update data review rules, update database		12							12	8		4		36	\$7,748					\$0	\$7,748
														0	\$0					\$0	\$0
201-6 Review, Reconcile, and Screen Records (6 mo x 20 hr/wk x 2)	12	48	96	480	480				192	96				1404	\$205,572					\$0	\$205,572
Quality control checks (6 mo x 12 hr/wk)		48	96		300									444	\$68,736					\$0	\$68,736
Summary reports for Monthly meetings	6	24	48		24		12		24	40				178	\$31,290	Printing	lump	6	\$25	\$150	\$31,440
Service line classification	2	8	8						20	20	8	4		70	\$13,898					\$0	\$13,898
														0	\$0					\$0	\$0
<b>Task 202 Review Reports</b>														0	\$0					\$0	\$0
202-1 Background Data Summary Report	8	24	40	40	40		8		24	48	12	4		248	\$41,808	Printing	lump	1	\$196	\$196	\$42,004
202-2 – Data Gap Analysis Workshop	4	12	12		12		4		16	8	20	4		92	\$18,368	Mileage	mile	90	\$0.655	\$59	\$18,427
Review findings with subs prior to field work														0	\$0	TREKK	lump	1	\$4,924	\$4,924	\$4,924
Project Coordination mtgs, biweekly	12	12	12					12	12					60	\$12,420					\$0	\$12,420
														0	\$0					\$0	\$0
														0	\$0					\$0	\$0
														0	\$0					\$0	\$0
														0	\$0					\$0	\$0
														0	\$0					\$0	\$0
Total, Hours	54	276	480	580	776	380	40	16	468	444	40	16	0	3570							
Total, Dollars	\$16,146	\$66,240	\$82,080	\$66,700	\$105,536	\$51,680	\$5,120	\$1,888	\$96,876	\$63,936	\$8,800	\$4,928	\$0		\$569,930					\$70,623	\$640,553









**Optional Service 1 – Review Historical Water Line Record Drawings**

Optional Service 1: Review of archived historical water line record drawings	Labor					Labor Totals		Expenses					Total Cost
	Principal	Engineer VIII	Engineer III	Engineer Tech IV	Administrative Asst	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses
	\$331	\$219	\$140	\$102	\$110								
Assume review archived historical water line record drawings						0	\$0					\$0	\$0
						0	\$0					\$0	\$0
Project Coordination		4	8			12	\$1,996					\$0	\$1,996
						0	\$0					\$0	\$0
Collect and review historical record drawings of water lines		32	160		8	200	\$30,288	Mileage	mile	100	\$0.655	\$66	\$30,354
Report of findings		12	20		12	44	\$6,748	Reproduction	est	1	\$902	\$902	\$7,650
						0	\$0					\$0	\$0
						0	\$0					\$0	\$0
Total, Hours	0	48	188	0	20	256							
Total, Dollars	\$0	\$10,512	\$26,320	\$0	\$2,200		\$39,032					\$968	\$40,000

**Optional Service 2 - Validation Field Investigation, plus 2024 Support Services**

Optional Service 2: Validation Field Investigation, plus 2024 Support Services														Labor Totals		Expenses					Total Cost
	Principal in Charge	Project Manager	Deputy Project Manager	Sr. Staff Engineer	GIS Specialist 1	GIS Specialist 2	Project Assistant	Project Controls	Inventory Lead	Technology Solutions	Data Analytics	Regulatory Specialist	Funding Strategy	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses
	\$299	\$240	\$171	\$115	\$136	\$136	\$128	\$118	\$207	\$144	\$220	\$308	\$385								
<b>CONTINUATION OF SUPPORT SERVICES</b>														0	\$0					\$0	\$0
<b>102 Progress Meetings</b>														0	\$0					\$0	\$0
102-1 Monthly Progress Meetings, Jan-Oct 2024 (10)	10	30	40				10		10		4	4	4	112	\$24,032					\$0	\$24,032
<b>103 Subconsultant Agreements and Admin</b>														0	\$0					\$0	\$0
Routine coordination - 2024		20	20											40	\$8,220					\$0	\$8,220
Invoicing + MBE, WBE utilization reports, 2024 (1 hr/mo)		10	10											30	\$5,290					\$0	\$5,290
<b>106 Monthly Invoicing and Proj Status Reports - 2024</b>														0	\$0	Mileage	mile	350	\$0.655	\$229	\$229
PM, Proj Controls - 2024, 1 hr/mo. DPM also prepare reports, 2 hr/mo		10	20											40	\$7,000					\$0	\$7,000
<b>107 Regulatory Compliance Support</b>														0	\$0					\$0	\$0
Meeting 2 - assumed to be in 2024	8	16			4	2			4			4		38	\$9,092					\$0	\$9,092
Routine Regulatory Tracking & Compliance Support (Federal & State reviews), Jan - Oct, 2024 (10 months)		40										40		80	\$21,920					\$0	\$21,920
<b>302-3 Validation Field Work</b>														0	\$0					\$0	\$0
Pre-Construction Meeting (2): Engineers + Contractor; Public Involvement, KC Water	8	24	24	24			4		24					108	\$20,496	Mileage	mile	75	\$0.655	\$49	\$20,545
Subcontractor construction inspection staff, TREKK, T&B (see backup)														0	\$0	TREKK + T&B	lump	1	\$340,856	\$340,856	\$340,856
Kickoff	4	16	16	16					16					68	\$12,924	Mileage	mile	75	0.655	\$49	\$12,973
Field Coordinator - Weekly inspections, 30 weeks x 1 day	15	30	60	240					60					405	\$61,965	Mileage	mile	1500	0.655	\$983	\$62,948
Daily report reviews, 152 day x 1 hr ea. Check dashboards weekly		30	30	152										212	\$29,810	Safety Supplies	lump	1	\$600	\$600	\$30,410
Coordination, PM, Reviews, Data Checking, Maintain Data	6	30	30		40				20	60				186	\$32,344	Misc field supplies	lump	1	\$626	\$626	\$32,970
Progress updates	6	15	30	60	30		30			30				201	\$29,664					\$0	\$29,664
Contractor payment reviews (6 months)		6	6	12			12							36	\$5,382					\$0	\$5,382
Field contingency for unexpected issues, property owner complaints, etc	20	40	40	60										160	\$29,320	Mileage	mile	250	\$0.655	\$164	\$29,484
<b>302-4 Update Inventory</b>														0	\$0					\$0	\$0
Update inventory as results come in		15			15				30	30				90	\$16,170					\$0	\$16,170
<b>302-5 Predictive Modeling</b>														0	\$0					\$0	\$0
<b>401 Electronic Update Files</b>														0	\$0					\$0	\$0
401-1 Field Verification Results Update	2	12	24		80		8	8	24	60	24	4		246	\$40,550					\$0	\$40,550
<b>600 - Public Involvement</b>														0	\$0					\$0	\$0
<b>Parson + Associates</b>														0	\$0	Parson + Associates	lump	1	\$139,200	\$139,200	\$139,200
AECOM attend up to 5 city stakeholder meetings in 2024	20	20												40	\$10,780	mileage	mile	250	\$0.650	\$163	\$10,943
AECOM attend up to 5 neighborhood meetings in 2024	20	20												40	\$10,780	mileage	mile	250	\$0.650	\$163	\$10,943
Project coordination mtgs, biweekly	12	12	12						12					48	\$11,004					\$0	\$11,004
Total, Hours	135	412	378	564	125	144	66	28	260	204	228	68	4	2616							
Total, Dollars	\$40,365	\$98,880	\$64,638	\$64,860	\$17,000	\$19,584	\$8,448	\$3,304	\$53,820	\$29,376	\$50,160	\$20,944	\$1,540		\$472,919					\$483,081	\$956,000

**Optional Service 3 – Conduct up to 100 added field validation inspections**

Optional Service 3: Add up to 100 additional validation inspections Assume by potholing														Labor Totals		Expenses					Total Cost
	Principal in Charge	Project Manager	Deputy Project Manager	Sr. Staff Engineer	GIS Specialist 1	GIS Specialist 2	Project Assistant	Project Controls	Inventory Lead	Technology Solutions	Data Analytics	Regulatory Specialist	Funding Strategy	Hrs /Task	\$/Task	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses
	\$299	\$240	\$171	\$115	\$136	\$136	\$128	\$118	\$207	\$144	\$220	\$308	\$385								
														0	\$0					\$0	\$0
<b>Added field validations inspectors - assume potholes (does not include contractor cost)</b>														0	\$0					\$0	\$0
Field Inspections: 100 x \$1000/location - based on average price of field work														0	\$0	validation	ea	100	\$1,000	\$100,000	\$100,000
Public Involvement Support - based on average price of public involvement for field task														0	\$0	safety & field supplies	est	1	\$400	\$400	\$400
														0	\$0	location	ea	100	\$150	\$15,000	\$15,000
AECOM added data analysis & reporting	2	12	12		12				20	20	20			98	\$18,582	reproduction	est	1	\$18	\$18	\$18,600
														0	\$0					\$0	\$0
														0	\$0					\$0	\$0
														0	\$0					\$0	\$0
Total, Hours	2	12	12	0	12	0	0	0	20	20	20	0	0	98							
Total, Dollars	\$598	\$2,880	\$2,052	\$0	\$1,632	\$0	\$0	\$0	\$4,140	\$2,880	\$4,400	\$0	\$0		\$18,582					\$115,418	\$134,000



## 2023 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar year 2023. This Schedule of Fees and Charges will be adjusted annually on January 1st of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

### BILLING RATE CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Billing Rates (\$)</u>
Word Processor/Administration	80 - 120
Drafting Technician	90 - 120
Staff Engineer	90 - 115
Engineer I	110 - 130
Engineer II	125 - 135
Engineer III	130 - 145
Engineer IV	140 - 155
Engineer V/Senior Designer	150 - 170
Professional I	145 - 165
Professional II	160 - 180
Professional III	175 - 200
Professional IV	195 - 215
Professional V	210 - 245
Principal Engineer	220 - 265
Project Manager	145 - 205
Senior Project Manager	205 - 285
Technical Reviewer	225 - 315
Project Principal/Program Manager	255 - 325
Senior Advisor	265 - 395

Charges for contract personnel under our supervision and using our facilities will be made according to the hourly rate corresponding to their classification.

A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States.

Overtime (hours worked more than 8 hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rate.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the administrative rate.

### GEOTECHNICAL AND DRILLING SERVICES

The charges for subcontractor services and all required subsurface exploration services for geotechnical and/or environmental investigations and laboratory testing as well as all related equipment rental and charges are provided as a subcontracted item and will be charged at cost.

*This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.*

## 2023 SCHEDULE OF FEES AND CHARGES

### OTHER PROJECT CHARGES

#### Subcontracts and Equipment Rental

The cost of services subcontracted to others, including but not limited to, specialty contractors, surveyors, consultants, and equipment rental, e.g., and test apparatus, etc., will be charged at cost with no mark-ups.

#### Other Project Non-Salary Expenses

Other incurred costs, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; shipping charges; tolls and parking; outside printing of photographs, photostats, blueprints, copies, etc., will be charged at cost.

#### Copies

The charges for copies are as follows.

Black & White copies @ \$0.03 per copy for 8.5" x 11" and \$0.06 per copy for 11" x 17"

Color Copies @ \$0.08 per copy for 8.5" x 11" and \$0.16 per copy for 11" x 17"

Plotter/Large Prints at \$0.15 per square foot for B&W printing and \$0.21 per square foot for color printing

#### Computer Applications

There is no charge for routine use of in-house computers for word processing, spreadsheets, simple graphics, and analytical calculations. For complex projects involving advanced software and computer applications for GIS, modeling, database management and other similar functions, the cost of these computer applications, if required, will be identified in our proposal.

#### Vehicles and Mileage

The mileage charges for personal vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service for tax purposes, which is currently \$0.655 per mile, and subject to change.



**2023 Compensation for Professional Engineering Services<sup>1</sup>**  
**TREKK Design Group, LLC (TREKK)**

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Engineering Services, Plan Review, Surveying, Construction Inspection, and Meetings, when authorized and agreed upon in writing, an amount based upon actual salary of personnel for time charged to a project times a project multiplier of 3.04, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.
- III. **Hourly Billing Rates and Expenses:**

Project Principal	\$68.50	-	\$93.00	Senior Professional Land Surveyor	\$51.00	-	\$72.00
Project Manager	\$42.00	-	\$93.00	Professional Land Surveyor I	\$44.00	-	\$59.00
Senior Professional Engineer	\$58.00	-	\$93.00	Professional Land Surveyor II	\$36.00	-	\$51.00
Professional Engineer I	\$55.00	-	\$78.00	Professional Land Surveyor III	\$28.00	-	\$40.00
Professional Engineer II	\$42.00	-	\$60.00	Senior Survey Technician	\$35.00	-	\$53.00
Professional Engineer III	\$38.00	-	\$47.00	Survey Technician I	\$28.00	-	\$42.00
Senior Project Engineer	\$52.00	-	\$57.00	Survey Technician II	\$23.00	-	\$35.00
Project Engineer I	\$40.00	-	\$56.00	Survey Technician III	\$20.00	-	\$26.00
Project Engineer II	\$33.50	-	\$41.00	Survey Crew (2-3 person crews)	\$53.00	-	\$75.00
Project Engineer III	\$27.00	-	\$38.00	LiDAR Crew	\$0.00	-	\$70.00
Senior Industry Specialist	\$68.00	-	\$82.00	Slam Crew	\$0.00	-	\$70.00
Industry Specialist I	\$51.00	-	\$72.00	Survey Crew Chief I	\$27.00	-	\$41.00
Industry Specialist II	\$45.00	-	\$58.00	Survey Crew Chief II	\$22.00	-	\$32.00
Industry Specialist III	\$34.00	-	\$48.00	Survey Rodman	\$19.00	-	\$25.00
Office Technician I	\$29.00	-	\$41.00	Senior Utility Coordinator	\$36.00	-	\$45.00
Office Technician II	\$23.00	-	\$33.00	Utility Coordinator I	\$27.00	-	\$41.00
Office Technician III	\$18.00	-	\$26.00	Utility Coordinator II	\$22.00	-	\$31.00
GIS Analyst I	\$32.00	-	\$49.00	Utility Coordinator III	\$19.00	-	\$25.00
GIS Analyst II	\$27.00	-	\$37.00	Senior Construction Inspector	\$44.00	-	\$66.00
GIS Analyst III	\$23.00	-	\$32.00	Construction Inspector I	\$35.00	-	\$49.00
GIS Technician I	\$29.00	-	\$41.00	Construction Inspector II	\$29.00	-	\$41.00
GIS Technician II	\$23.00	-	\$30.00	Construction Inspector III	\$25.00	-	\$34.00
GIS Technician III	\$19.00	-	\$24.00				
Field Crew	\$42.00	-	\$60.00	PMO Specialist	\$50.00	-	\$70.00
Senior Field Technician	\$30.00	-	\$45.00	Innovation Specialist	\$40.00	-	\$56.00
Field Technician I	\$24.00	-	\$36.00	Controller	\$38.00	-	\$52.00
Field Technician II	\$21.00	-	\$28.00	Project Admin I	\$31.00	-	\$40.00
Field Technician III	\$18.50	-	\$25.00	Project Admin II	\$22.00	-	\$36.50
Senior Project Designer	\$43.00	-	\$56.00	Project Admin III	\$20.00	-	\$27.00
Project Designer I	\$37.00	-	\$49.00	Administrative Specialist	\$21.00	-	\$30.00
Project Designer II	\$30.00	-	\$39.00				
Project Designer III	\$26.00	-	\$34.00	Survey Equipment	\$7.50	hr	
CADD Technician I	\$27.00	-	\$38.00	LiDAR Equipment	\$1,250.00	hr	
CADD Technician II	\$21.00	-	\$30.00	GeoSLAM Equipment	\$60.00	hr	
CADD Technician III	\$18.00	-	\$24.00	Survey Drone	\$300.00	hr	
				Mileage <sup>2</sup>	\$0.625	mi	
				Other Expenses	Cost		

<sup>1</sup>: The above hourly rates and unit prices are good through December 31, 2023.

<sup>2</sup>: Or current IRS Standard Mileage Rate

2023

Parson + Associates Fee Schedule



## Parson + Associates Hourly Rates

*Effective January 1, 2023*

Title	Name	Hourly Rate
Director of Communications	Jason Parson	\$175.00
Schylon Kubic	Senior Communications Strategist	\$150.00
Erin Barham	Senior Communications Strategist	\$150.00
Alex Miller	Senior Communications Strategist	\$150.00
Gina Boucher	Senior Communications Strategist	\$150.00
Kendy Scudder	Marketing & Graphic Designer	\$150.00
Taylor Rippe	Communications Coordinator	\$135.00
Kaley Wells	Communications Coordinator	\$135.00

**Taliaferro Browne, Inc.**  
**Compensation Schedule of Hourly Professional Salary Rates**

Staff Classification	Minimum Regular Hourly Pay Rate	Maximum Regular Hourly Pay Rate
Engineering Intern	\$14.25	\$17.00
Engineering Technician I	\$17.50	\$22.50
Engineering Technician II	\$19.55	\$25.00
Engineering Technician III	\$23.00	\$29.50
Engineering Technician IV	\$25.00	\$32.00
Engineering Technician V	\$27.25	\$35.00
Engineering Technician VI	\$29.50	\$38.00
Engineering Technician VII	\$31.50	\$40.50
Engineering Technician VIII	\$37.00	\$47.50
Engineering Technician IX	\$40.00	\$51.25
Engineering Technician X	\$48.00	\$61.50
Engineer/Architect I	\$26.00	\$33.50
Engineer/Architect II	\$28.00	\$36.00
Engineer/Architect III	\$34.25	\$44.00
Engineer/Architect IV	\$40.50	\$52.00
Engineer/Architect V	\$41.75	\$53.50
Engineer/Architect VI	\$46.50	\$59.50
Engineer/Architect VII	\$50.75	\$65.00
Engineer/Architect VIII	\$54.00	\$69.00
Engineer/Architect IX	\$60.00	\$77.00
Engineer/Architect X	\$63.00	\$81.00
Professional Land Surveyor I	\$21.50	\$31.50
Professional Land Surveyor II	\$31.00	\$40.00
Professional Land Surveyor III	\$35.00	\$45.00
Professional Land Surveyor IV	\$39.75	\$51.00
Administrative Assistant I	\$20.00	\$23.10
Administrative Assistant II	\$21.00	\$24.00
Administrative Assistant III	\$23.00	\$34.75
Principal	\$81.50	\$104.50

## 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.

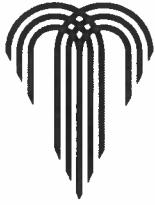
**Data Contents.** The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

**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 – CREO KC DOCUMENTS**

1. 00450 CREO KC 08 CUP and Request for Waiver
2. 00450.01 CREO KC Letter of Intent to Subcontract
3. 00460 CREO KC 10 Timetable for MBE/WBE Utilization
4. 00470 CREO KC 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 60800052

Project Title Drinking Water Service Line Materials Inventory

City of Kansas City, Missouri  
(Department Project)

KC Water Services  
Department

AECOM Technical Services, Inc.  
(Bidder/Proposer)

STATE OF Missouri )

COUNTY OF Jackson ) ss

I, Janet Strickland, PE, BCEE, of lawful age and upon my oath state as follows:

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

2. The project target goals are 10 % MBE and 10 % WBE.

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

BIDDER/PROPOSER PARTICIPATION: 10 % MBE 10 %  
WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 1,739,000.00

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

Name of M/WBE Firm TREKK Design Group, LLC (WBE)

Address 1441 E 104th St, Kansas City, MO 64131

Telephone No. 816-874-4655

I.R.S. No. 43-1953275



Name of M/WBE Firm Parson + Associates (MBE)  
 Address 1780 Woodland Ave, Kansas City, MO 64108  
 Telephone No. 816-216-6571  
 I.R.S. No. 33-1169076

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

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

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

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

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Parson + Associates</u>	_____	<u>\$ 173,900.00</u>	<u>\$ 173,900.00</u>	<u>10.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____





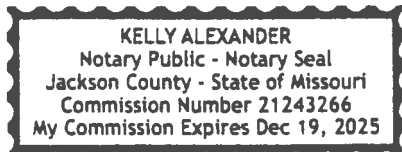
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting 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: Janet Strickland, PE, BCEE  
 Address: 2380 McGee Street, Suite 200  
Kansas City, Missouri 64108  
 Phone Number: 816-410-6380  
 Facsimile number: 816-561-2863  
 E-mail Address: janet.strickland@aecom.com

By: *Janet Strickland*  
 Title: Principal-in-Charge  
 Date: February 17, 2023  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 17<sup>th</sup> day of February, 2023.

My Commission Expires: December 19, 2025 *Kelly Alexander*  
 Notary Public





# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Drinking Water Service Line Materials Inventory

Project Location/Number 9741 / 60800052

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

Public engagement including project coordination, preparation of a community outreach plan, development of an information website page, community stakeholder meetings, and City call center support.

for an estimated amount of \$ 173,900 (or 10 % of the total estimated contract value.)

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

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

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

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

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

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

Street number and name

City, State and Zip Code

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

Name

Phone

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

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

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

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

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



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland  
Signature: Prime Contractor

Janet Strickland  
Print Name

Principal-in-Charge  
Title

2/17/2023  
Date

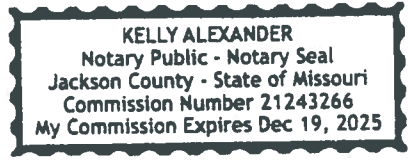
State of Missouri )  
County of Jackson )

I, Janet Strickland, PE, BCEE, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 17<sup>th</sup> day of Feb, 2023

My Commission Expires: December 19, 2025 Kelly Alexander  
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: Parson + Associates

Robert "Jason" Parson  
Signature: Subcontractor

Robert "Jason" Parson  
Print Name

Pr Int  
Title

16 Feb 23  
Date

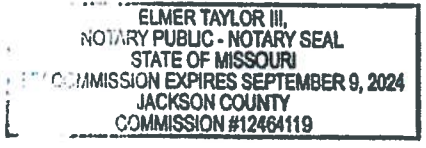
State of )  
County of )

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

Subscribed and sworn to before me, a notary public, on this 16<sup>th</sup> day of Feb, 2023

My Commission Expires: September 9, 2024 Elmer Taylor III  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Drinking Water Service Line Materials Inventory

Project Location/Number 9741 / 60800052

**PART 1:** Prime Contractor AECOM Technical Services, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor TREKK Design Group, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Project coordination and meetings. Field investigation tasks including planning, development of contract documents, procurement assistance, and pre-construction planning. Also includes City ordinance review including review of plumbing and building codes relevant to service line materials.

for an estimated amount of \$ 173,900 (or 10 % of the total estimated contract value.)

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

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

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

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

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

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

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

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

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

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

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

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



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland  
Signature: Prime Contractor  
Principal-in-Charge  
Title

Janet Strickland  
Print Name  
2/17/2023  
Date

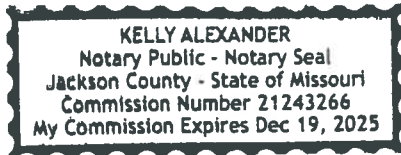
State of Missouri )  
County of Jackson )

I, Janet Strickland, PE, BCEE, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 17<sup>th</sup> day of Feb, 2023

My Commission Expires: December 19, 2025 Kelly Alexander  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Lucas Gillen  
Signature: Subcontractor  
ASSOCIATE  
Title

LUCAS GILLEN  
Print Name  
2/16/23  
Date

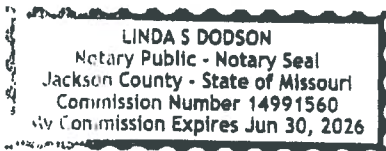
State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 16<sup>th</sup> day of February, 2023

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

STAMP:



**TIMETABLE FOR MBE/WBE UTILIZATION**

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

I, Janet Strickland, PE, BCEE, acting in my capacity as Principal-In-Charge  
*(Name)* *(Position with Firm)*  
of AECOM Technical Services, 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	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>730 days</u>	<i>(Specify)</i>			

Throughout the 730 days (100%) 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 Civil Rights & Equal Opportunity Department in advance of the change.

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

*Janet Strickland*  
*(Signature)*

Principal-In-Charge  
*(Position with Firm)*

February 17, 2023  
*(Date)*





# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

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

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

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

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

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

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

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

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

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

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

**TO**

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

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

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



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

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

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

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

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

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

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

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

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

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

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





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

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

\*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

My commission expires:

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

STATE OF MISSOURI )

) ss:

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

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

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

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

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

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

City Certified  MBE  WBE  DBE  NA

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

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

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

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

(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# ATTACHMENT 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 17th day of February, 2023, before me appeared Janet Strickland, 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 Principal-in-Charge (title) of AECOM (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.

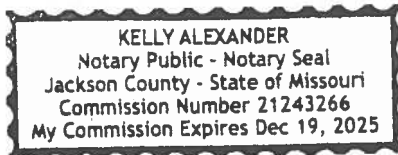
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

*Janet Ducklow*  
Affiant's signature

Subscribed and sworn to before me this 17<sup>th</sup> day of February, 2023.

*Kelly Alexander*  
Notary Public

My Commission expires: December 19, 2025



Company ID Number: 1349701

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

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

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

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## ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

a. Notice of E-Verify Participation

b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

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exceptions:

- a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

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E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

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eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

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verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.

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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

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interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.
2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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## B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V SYSTEM SECURITY AND MAINTENANCE**

### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

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2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

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against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.
5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.
6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

#### **D. COMMUNICATIONS**

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.
2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

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requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

#### **E. SOFTWARE DEVELOPMENT RESTRICTIONS**

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

#### **F. PENALTIES**

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

### **ARTICLE VI MODIFICATION AND TERMINATION**

#### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

#### **B. TERMINATION**

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time 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 Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

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for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

## **ARTICLE VII PARTIES**

A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. 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 Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. 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 Web Services 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 Web Services Employer.

E. The Web Services Employer understands that 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

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may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

<b>Web Services Employer</b>	
AECOM	
Name (Please Type or Print)	Title
Gilda Malek	
Signature	Date
Electronically Signed	10/11/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	10/11/2018

Company ID Number: 1349701

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	AECOM
Company Facility Address	1999 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067
Company Alternate Address	
County or Parish	LOS ANGELES
Employer Identification Number	611088522
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	347

Company ID Number: 1349701

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALASKA	1 site(s)
ALABAMA	5 site(s)
ARIZONA	10 site(s)
CALIFORNIA	34 site(s)
COLORADO	12 site(s)
CONNECTICUT	5 site(s)
DIST OF COL	4 site(s)
DELAWARE	2 site(s)
FLORIDA	28 site(s)
GEORGIA	6 site(s)
HAWAII	2 site(s)
IOWA	3 site(s)
IDAHO	2 site(s)
ILLINOIS	5 site(s)
INDIANA	10 site(s)
KANSAS	3 site(s)
KENTUCKY	5 site(s)
LOUISIANA	4 site(s)
MASSACHUSETTS	5 site(s)
MARYLAND	12 site(s)
MAINE	5 site(s)
MICHIGAN	8 site(s)
MINNESOTA	2 site(s)
MISSOURI	3 site(s)
MISSISSIPPI	1 site(s)
MONTANA	1 site(s)
NORTH CAROLINA	7 site(s)
NORTH DAKOTA	1 site(s)
NEBRASKA	1 site(s)
NEW HAMPSHIRE	1 site(s)
NEW JERSEY	13 site(s)
NEW MEXICO	3 site(s)
NEVADA	6 site(s)
NEW YORK	51 site(s)
OHIO	7 site(s)
OREGON	1 site(s)
PENNSYLVANIA	14 site(s)
RHODE ISLAND	1 site(s)
SOUTH CAROLINA	5 site(s)
TENNESSEE	4 site(s)
TEXAS	29 site(s)
UTAH	2 site(s)
VIRGINIA	13 site(s)
VIRGIN ISLANDS	1 site(s)
WASHINGTON	2 site(s)
WISCONSIN	5 site(s)
WEST VIRGINIA	2 site(s)

Company ID Number: 1349701

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name JoAnn Jett  
Phone Number (410) 891 - 9462  
Fax Number  
Email Address joann.jett@aecom.com

Name Christina Herinckx  
Phone Number (720) 244 - 4021  
Fax Number  
Email Address tina.herinckx@aecom.com

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ATTACHMENT G

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

(required for any contractor with 50 or more employees and a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF Missouri )
COUNTY OF Jackson ) ss

On this 17th day of February, 2023, before me appeared Janet Strickland, 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 Principal-in-Charge (title) of AECOM (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 [enter business entity name] has an affirmative action program (the "Program") in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City's Code of Ordinances.

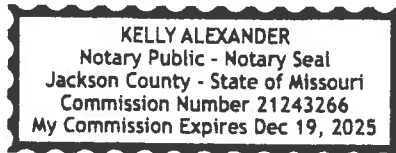
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Handwritten signature of Janet Strickland with 'Affiant's signature' printed below.

Subscribed and sworn to before me this 17th day of February, 2023.

Handwritten signature of Kelly Alexander with 'Notary Public' printed below.

My Commission expires: December 19, 2025



# ATTACHMENT H

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>TREKK Design Group, LLC</u> Email: <u>agralapp@trekkdesigngroup.com</u>	Address: <u>1411 East 104th Street</u> <u>Kansas City, MO 64131</u> Phone: <u>(816) 874-4655</u> Fax: <u>(816) 492-7607</u>
2.	Name: <u>Parson + Associates</u> Email: <u>jason@parsonkc.com</u>	Address: <u>1780 Woodland Ave.</u> <u>Kansas City, MO 64108</u> Phone: <u>(816) 216-6571</u> Fax: <u>n/a</u>
3.	Name: <u>ARC Document Solutions</u> Email: <u>ron.frazier@e-arc.com</u>	Address: <u>1100 W. Cambridge Circle Dr.</u> <u>Kansas City, KS 66103</u> Phone: <u>(816) 384-6319</u> Fax: <u>n/a</u>
4.	Name: <u>Taliaferro &amp; Browne, Inc.</u> Email: <u>mlooney@tb-engr.com</u>	Address: <u>1020 E. 8th Street</u> <u>Kansas City, MO 64106</u> Phone: <u>(816) 283-3456</u> Fax: <u>n/a</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:	<u>AECOM</u>
Submitted By:	<u>Janet Strickland</u>
Title:	<u>Principal-in-Charge</u>
Telephone No.:	<u>(816) 410-6380</u>
Fax No.:	<u>(816) 561-2863</u>
E-mail:	<u>janet.strickland@aecom.com</u>
Date:	<u>February 17, 2023</u>



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

ATTACHMENT I

**Project Number** 60800052  
**Contract Number** 9741  
**Project Title** Service Line Materials Inventory

Application Number: \_\_\_\_\_  
 Ordinance Number: \_\_\_\_\_  
 City PO Number: \_\_\_\_\_

Final Payment   
 Date: \_\_\_\_\_  
 Ordinance Date: \_\_\_\_\_

**Design Professional/Contractor:**

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

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

**Instructions to Design Professional/Contractor:**

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

5. Submit Application to: Water Services Department  
 Name, Project Manager  
 4800 E 63rd St  
 Kansas City, MO 64130

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CREO Form 3  
Rev. 3.22.2023



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

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

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

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

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