

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 60810092 / CONTRACT NO. 1635-3
FOR SMART SEWER PROGRAM MANAGEMENT SERVICES (FY25)
WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description. The services to be provided under this Agreement are for the following project (Project) and purpose:

This Project will provide program management services to assist the City in the continued implementation of the Smart Sewer Program.

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

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

- A. Design Professional shall perform Scope of Services listed in **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$12,000,000.00, as follows:

1. \$8,438,294.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approves the revised Schedule.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$3,261,706.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional: outside reproduction of final deliverables; local transportation in the project area; \$5.00 per staff hour technology fee; field truck, and equipment costs on a per mile basis using federal GSA rate or an hourly unit price basis (not to exceed \$45.00 per crew hour) for collection system characterization, manhole inspections, and flow monitoring services; and public outreach materials.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$300,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be

performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

B. Method of Payment.

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

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, Non-Construction Application for Payment, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's CREO KC Department.

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

City:

Water Services Department

Office of the Deputy Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0304

E-mail address: Andy.Shively@kcmo.org

Design Professional:

Firm Name: John J. Pruss, P.E.

Contact: Director, Program Management

Address: 9450 Ward Parkway, Kansas City, MO 64114

Phone: (816) 627-4772

E-mail address: jjpruss@burnsmcd.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

- E. Provide City-Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – CREO KC Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Truth-In-Negotiation Certificate

Attachment H – Affidavit of Compliance with the Federal Consent Decree

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

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

<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>

Attachment I – Non-Construction Subcontractors Listing

Attachment J – Non-Construction Application for Payment

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

Sec. 11. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

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

Workers Compensation Statutory
Employers Liability

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

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

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 Design Professional 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 Design Professional 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 Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

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

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability

Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

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

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

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

Sec. 4. Design Standards and Endorsement.

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

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*

3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

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

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

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

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose

shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and

regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or

invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

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

Sec. 16. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 17. Assignability and Subcontracting.

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

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city

Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional 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. 25. 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. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

Employment.

Design Professional 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. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion.

Pursuant to Section 38-104, City Code Ordinances, Design Professional 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.

Notwithstanding, Design Professional 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.

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.

Sec. 28. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 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, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 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 Design Professional 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 Design Professional'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, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to 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, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fals, reflex or neglects to comply with the provisions of Chapter 38 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 Design Professional may be declared ineligible for an further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

Sec. 29. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional 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), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

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

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

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: Burns and McDonnell Engineering Company, Inc.

Owner: City of Kansas City, Missouri

Project: Smart Sewer Program Management Services (FY25)

City Project No.: 60810092

City Contract No.: 1635-3

I. GENERAL

The City of Kansas City, Missouri (City) is implementing the City's Smart Sewer Program (SSP) in accordance with a Federal Consent Decree and has selected the Design Professional (DP) to provide program management services as its Program Manager. Under this Design Professional Services (DPS) Agreement, the Program Manager will continue to assist the City in implementing its Smart Sewer Program (SSP) during FY2025 through the City's Water Services Department, also referred hereafter as KC Water.

- A. The Project.** Program Manager will provide consulting services, and experienced staff resources to assist City in the development of program deliverables as defined in this Scope of Services. Project deliverables defined in this Scope of Services will be developed jointly by City and Program Manager in a coordinated fashion. Due to the nature of program needs over the term of this contract, certain work tasks, products or activities may change, or extend beyond this Scope of Services as mutually agreed upon by City and Program Manager.
- B. Federal Consent Decree.** This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Plan. As such, requirements of the Federal Consent Decree must be adhered to by DP and its subconsultants and subcontractors. The City's Third Amended Consent Decree filed on March 3, 2021, represents the Consent Decree referenced herein.
- C. Additional Services.** At the discretion of City and during the completion of the professional services defined in this Agreement, Program Manager may be requested to provide additional City-authorized services related to program management under an amendment to this Agreement and/or a separate Design Professional Services agreement.

II. BASIC SCOPE OF SERVICES

The Basic Scope of Services to be provided by DP the Program Manager under this DPS Agreement are described below and organized under the following Task Series (Service Lanes):

TASK SERIES 100 – PROGRAMMATIC ACTIVITIES

TASK SERIES 200 – ASSET MANAGEMENT

TASK SERIES 300 – SYSTEM PLANNING AND ASSESSMENT

TASK SERIES 400 – PROJECT DELIVERY

TASK SERIES 500 – NOT USED

TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION

DESCRIPTION OF BASIC SCOPE OF SERVICES

The following is a description of the Work to be performed under this Scope of Services to assist City implement its Smart Sewer Program (SSP) and Federal Consent Decree.

A. TASK SERIES 100 – PROGRAMMATIC ACTIVITIES

Below are specific programmatic activity tasks to be performed by Program Manager during the service period. Program Manager will provide additional programmatic services as requested by KC Water and mutually agreed upon as Optional Services.

101 PROGRAM MANAGEMENT AND ADMINISTRATION

Program Manager will direct and oversee each element of work identified herein and manage the subconsultants employed by Program Manager. Program Manager will be responsible for guidance, oversight, and recommendations for program management activities under this Scope of Services, including:

- Strategic planning and implementation of capital projects.
- Project controls management, tracking and trending.
- Task-level experienced staff resources as needed.
- Optimized program delivery efforts to achieve cost-savings.
- Quality control and quality assurance.
- Timely completion of program tasks and activities.
- Measuring and tracking progress towards Consent Decree performance targets; and
- Administration of the program including subconsultant management, monthly invoicing, and project status reporting.

The program management activities to be undertaken are described below.

- a. Program Manager will lead an integrated team of City and Program Manager's staff to provide both strategic and day-to-day oversight and direction to all assigned activities of the City's SSP through the following management personnel:
 - Program Manager. Provide a Program Manager responsible for oversight of all services performed by the SSP Management Team and be the primary liaison with City management staff. Program Manager will provide strategic planning and coordinate day-to-day activities through Task Leaders and subconsultants. Conduct weekly priority issues coordination meeting to actively address program matters involving both Program Manager and City Staff. Program Manager will maintain a standardized weekly Priority Issues Log developed utilizing information captured in program administration database for coordination of Program priorities with KC Water SSP leadership during weekly Priority Issue Meetings. Program Manager is accountable for required quality control and quality assurance of its work products and services offered. Program Manager will attend City Council meetings, public meetings, public hearings, and regulatory meetings as requested by KC Water.
 - Program Director. Provide a Program Director to perform strategic planning with KC Water Leadership and Program Manager, and strategically advise the City and Program Manager with regard to multi-City department green infrastructure programmatic planning and integration of public infrastructure, SSP adaptive management planning, SSP Team resource planning, DPS contracting, subconsultant contracting, the assessment and evaluation of program management team's performance, and Consent Decree compliance. Program Director will attend City Council meetings, green infrastructure programmatic planning meetings, public meetings, public hearings, and regulatory meetings as requested by KC Water.
- b. Task Leaders. Provide Task Leaders responsible for directing and monitoring the day-to-day activities of each of the program management Task Series 100 through 600.
 - Task Leaders will be responsible for effectively managing the interdependencies among program activities, assessing the City's potential risk exposure specific to service lane activities, and implementing risk mitigation strategies, seeking to proactively resolve issues that arise in a timely manner to advance completion of assigned tasks, and effectively monitoring the work performed by the Program Manager's subconsultants. Task Leaders will drive continuous improvements in their respective service lanes working collaboratively with KC Water leadership and program management team's leadership.
 - One hour Task Leader meetings will be held twice a month with Program Manager and City Staff. Each Task Leader will prepare a standardized log utilizing information captured in a program administration database to report

work activities being performed and planned, along with activities with potential risk of delay or cost increase. A standardized meeting agenda will also be prepared utilizing information capture in program administration database. Action items discussed during meeting will be documented on meeting agenda and distributed to meeting attendees within two days.

- c. **Monthly Invoicing and Progress Status Reporting.** Prepare and submit a monthly invoice for program management services rendered with supporting cost backup and monthly spent rate. The monthly project status report shall identify work performed by Program Manager; potential program management scope variances with corrective action; an assessment of Program Manager's ability to meet M/WBE participation goals; an estimate of work percent completion of the Basic Scope of Services based on the work completed; and an estimate of earned value associated with the work tasks shown in the Engineering Fee Summary contained in Attachment C of this Agreement. A brief narrative shall be provided to describe the work activity performed for each task during the reporting period.
- d. **Subconsultant Agreements and Administration.** Prepare a scope, budget, schedule, and agreement for Program Manager's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review professional services, work products and deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements including review of services, work products and deliverables, subconsultant invoices, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the City's Civil Rights & Equal Opportunity (CREO) Department.
- e. **Capital Improvement Plan (CIP) Development and Maintenance.** Support the planning and budgeting of SSP capital projects for inclusion in the Water Services Department's FY2025-2040 Capital Improvement Plan (CIP). Update schedules and budgets for design and construction contracts of each SSP project to account for project scope changes and market cost trends.
- f. **CREO Utilization Plan.** Assist City with establishing annual M/WBE Utilization Plan following City Code and CREO KC defined procedures for all FY25 SSP project contracts. City will provide workflow and procedure to be followed including identification of goal request documentation to be provided to CREO KC.

102 PROCUREMENT CONTRACT ADMINISTRATION

Program Manager will provide contract administration (CA) support services for SSP projects to be implemented in accordance with City's Consent Decree.

Work collaboratively with KC Water's management, contract administration staff, project management staff, DPs, Contractors, and the City's General Services staff to implement

projects through contract development, contract execution, and project management administration inclusive of the following processes:

- Request for funding
- Request for Qualifications/Proposal (RFQ/P) development and advertisement
- Bid Recommendation/Selection process
- Design Consultant contract development
- Ordinance development
- Design contract execution and Notice to Proceed
- Contract maintenance including the development, tracking, and processing of amendments, optional services requests, allowance authorizations, change orders, work change directives and construction closeout processes
- Construction Project Manual development
- Bid Advertisement and Award
- Addenda issuance
- Construction contract conformance
- Construction contract execution and Notice to Proceed
- Certification of the Achievement of Full Operation (AFO)
- Contract close-out

Contract administration (CA) support services include:

- a. Track all Smart Sewer contracts through CA activities in an activity log. Provide updates of these activities at Task Leader meetings, including details of document status through DocuSign, e-Builder, or other City approval processes.
- b. Coordinate with KC Water Staff to set up new project specific e-Builder sites, with appropriate user roles including new user requests, to route, execute and retain all contract administration documents. Purchase Order Encumbrances (POEs) and previously executed documents are imported to assigned locations within e-Builder folder structure.
- c. Provide support, coordination and general oversight of the Program Manager's CA staff and coordinate these efforts with KC Water's administration staff as required. Conduct weekly meetings with the CA team consisting of Program Manager staff and KC Water Staff to collaborate on all active contracts, as well as updates to processes and procedures.
- d. Submit and track funding requests for upcoming SSP projects, to request KC Water source of funds for contract execution, and to support budget transfers as needed for contract maintenance items, contract renewals and ordinance purposes.
- e. Maintain and update as required documentation of workflows and processes for contract development, execution, and maintenance aligned with City's Project Management Information Systems (e-Builder & DocuSign).

- f. Attend e-Builder or other training as requested and provide direction to Program Manager's CA staff and project managers regarding implementation of new procedures as related to SSP contracts.
- g. Maintain standardized templates for program memos, letters, and contract documents with KC Water approved letterhead, logos, and signatory authority. Update SSP specific templates with changes made by City contract central as provided by KC Water staff to Program Manager.
- h. Provide support to project managers assigned to manage SSP projects throughout the project implementation cycle, including providing workflows and direction regarding processes and procedures, providing standardized templates, preparing standard memos and other documents used to manage the implementation of projects, and confirming receipt of Design Professional's Opinion of Probable Construction Cost at each project bid opening.
- i. Provide support to KC Water for pre-bid meetings and bid openings for SSP projects.
- j. Plan the development of new project contracts to meet programmatic and project schedules.
- k. Coordinate with KC Water and CREO KC staff on the preparation and submission of SSP project goal requests, Contractor Utilization Plans, Request for Modifications, and other documents as necessary for required approvals.
- l. Prepare ordinance documents for all Smart Sewer contracts requiring City Council approval, including the preparation of Ordinance, Docket Memo, maps, public outreach information and PowerPoint slides as required.
- m. Provide quality control of all documents provided by SSP Project Managers, Program Manager staff, and KC Water staff to support CA activities.

103 CONSENT DECREE COMPLIANCE AND REPORTING

Program Manager will monitor program compliance, SSP project schedule milestones and program reporting including:

- Performance/Control Measures - (Appendix A of Consent Decree).
- Reporting/Deliverables - (Consent Decree Requirements).
- Nine Minimum Controls - (Appendix B of Consent Decree).
- Capacity, Management, Operations and Maintenance (CMOM) - (Appendix C of Consent Decree).
- Post-Construction Monitoring - (Appendix D of Consent Decree).
- Assist in developing presentation materials for City Council, EPA, and MDNR meetings, as requested.
- Assist City in preparing the 2025 Annual Report. This support includes activities such as preparing a summary of 2025 highlights and accomplishments, preparation of

deliverable timelines for City reviews, coordination of approval signatures, and binding and mailing and/or electronic submission of final deliverables.

- Water Quality Monitoring. Program manager will evaluate laboratory test data provided by KC Water and summarize water quality monitoring results as well as provide results for inclusion in the 2025 Annual Report.

104 PROGRAM AND PROJECT CONTROLS

Program Manager will actively monitor and track all SSP projects including completed, active, and planned, and report both program-level and project specific financial, schedule, risk, and change management information in the SSP Power BI Dashboard utilizing KC Water's program Systems-of-Record and Program Manager's project controls data sources.

The Program Manager has consolidated accessible data from the following KC Water Systems-of-Record and Program Manager data sources, and will provide maintenance and management to maintain continued functionality and quality of data:

- a. eBuilder – KCMO's enterprise Project Management tool
 - Project-level attributes including location, scope, project number, etc.
 - Project-level roles/assignments including Project Manager
 - Commitment/Contract-level details, Contract Number/Type, Contractor, Contract Value, Invoice Processing, Change Management
 - Integration of data via the eBuilder Data Warehouse that is located on a KCMO on-premise SQL server
- b. Oracle PeopleSoft – KCMO's enterprise Financial Management tool
 - Consolidated list of all completed and active SSP projects (only system-of-record with complete project list)
 - Prime SSP Project Number/Name, Contract Number/Type, Funding Project Number/Name, Purchase Order (PO) Number
 - All financial actuals – Current Contract Value, Contract Value change history, Contract Paid Invoices (invoice amount, retainage amount, amount paid)
- c. Funding sources based upon the Fund Code
- d. Integration of data via the KCMO on-premise SQL server that receives daily PeopleSoft queries including a full KC Water dataset
- e. B2Gnow – KCMO's enterprise Diversity Management and Compliance tool
 - Diversity goals and actual utilization for Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) partners
 - RFQ/P percentage goals for MBE and WBE
 - CUP percentage goals for MBE and WBE
 - Actual M/WBE participation

- f. Oracle Primavera P6 – Program Manager’s enterprise Schedule Management tool
 - Program Manager will develop and maintain Oracle Primavera P6 schedules for all SSP projects
 - Monitor the implementation of SSP projects including the start of new projects, status of active projects, report project schedule variances, forecast project completions
 - Assist Project Managers in reporting schedule updates, including actual dates and updated forecasts utilizing Oracle Primavera P6 Team Member (web application) and Monthly project reviews
 - Create and report SSP monthly schedule status reports
 - Integration of data from the Program Manager’s Oracle Primavera P6 instance via the existing data Application Programming Interface (API)
- g. KC Water and Program Manager’s file storage solutions
 - KC Water CIP Budget provided to Program Manager and stored as an Excel file
 - KC Water progress tracking on Consent Decree required NMC and CMOM activities for street sweeping and sewer main cleaning using quantity data provided by KC Water – Excel files
 - Consolidated file of project boundary images for use in Project Status Reports
- h. Program Manager’s Risk Management Portal
 - Support continuous deployment of KC Water CIP Budget
 - Risk Assessment project management tool
 - Assist in evaluating the program and project risk utilizing the risk assessment project management tool and monitoring the authorized budgets and available optional services or contingency funds

The Program Manager will continue to work with KC Water leadership to determine if additional project-level reporting metrics should be added to the dashboard. These dashboard improvements will be implemented as Optional Services.

i. SSP Project Cost Projections

Program Manager will assist City in collecting cost information on completed SSP projects and updating future project budget projections. Program Manager will update future SSP project budgets and provide updated program cost projections to City upon request, based on cost trends, updated budgetary unit costs, revised project scopes of work, and/or scheduling of individual projects.

105 PUBLIC COMMUNICATIONS AND OUTREACH

Program Manager will assist KC Water Staff with public communications about the SSP. Tasks will include:

- a. Coordinate with KC Water and City communications staff to support established communications standards and protocols and incorporate City Staff input and review

- comments through a collaborative effort. Unless otherwise determined, Program Manager will lead outreach activities on all program projects in coordination with the DP firm and city staff. For certain green infrastructure projects, Program Manager will lead public outreach activities with support from DP and contractor. On other projects with public outreach activities led by DP, program manager will confirm performance in accordance with programmatic guidelines in an effort to achieve consistent practices on all projects.
- b. Assist City with conducting project-specific outreach by leading public involvement for SSP pre-design, design, and construction projects. This includes developing and executing a public outreach plan for each project and developing materials to support public involvement. This also includes the maintenance of a web-based printing portal on the City website to facilitate material orders from City Staff, Program Manager, DPs, and other consultants. Perform public outreach services for up to 12 hybrid, virtual or in-person public meetings. Develop and distribute construction phase project updates for all SSP projects.
 - c. Assist City with implementation of the SSP Communications Plan to reflect revised KC Water and City organizational chart and priorities. Assist the City with the development of content including social media content, graphics, presentations, web and digital content and brochures, including continuing to update and rebrand materials based on the City's design guidance, as requested by KC Water. Assist the City with capturing photography and video content related to Smart Sewer activities. Assist the City with maintenance and strategic evaluation and analysis of the SSP website, www.kcsmartsewer.us, as requested. Assist the City in responding to media and industry inquiries, as requested.
 - d. Assist the City with public outreach activities for the overall KOTR Private I/I Reduction Program, including development of materials and logistics for public sign-up events, updating program website, monitoring program hotline, public outreach training of DP's field crew staff that perform building evaluations and monitor I/I source disconnections, and provide timely and accurate responses to customer and media inquiries.
 - e. Assist the City with development of Water Quality Education materials, as requested, to support educational efforts about water quality and the benefits of Smart Sewer projects.
 - f. Assist the City with the implementation of stakeholder engagement, public outreach, and communications activities associated with the implementation of a programmatic approach to green infrastructure projects, including 63rd and Daniel Morgan Boone Park, 37th and Norton, and 40th and Monroe. Assist the City with the development and implementation of a multi-year programmatic Green Infrastructure Communications Plan and periodically update the plan as appropriate.
 - g. Assist the City in providing timely responses to inquiries related to SSP projects.

- h. Assist the City’s Water Quality Education team with development of educational resources to support execution of K-12 programs, outreach to teachers and other educators, and water quality lessons.
- i. Develop and implement a contractor outreach program to increase competitive bidding.

106 RISK MANAGEMENT

- a. Develop a Risk Management Plan through documentation of the City’s risk management philosophy. The City’s philosophy and approach to risk management will be reviewed and confirmed during a workshop. Program Manager will provide risk management training to SSP project managers through up to two (2) workshop sessions throughout FY25.
- b. Implement the Risk Management Plan through a structured approach for the review and mitigation of project-level risks, including regular review and assessment of risks at the project level. The Risk Lead will review project risk information with SSP project delivery personnel monthly. The Risk Analyst will support the Risk Lead and SSP project delivery personnel by maintaining and updating risk management tools and performing quantitative analysis of project risks using Monte Carlo simulations. Risk Management services can assist in reducing risk and cost, but are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or project.

107 INTEGRATION OF PUBLIC INFRASTRUCTURE

Program manager will assist KC Water with developing and facilitating a City multi-departmental programmatic approach for SSP green infrastructure implementation on 37th & Norton and DMB Park projects to integrate other public infrastructure improvements and leverage other City resources to address community needs within each project area and assist with optimizing the community benefits achieved from these Smart Sewer Program capital investments. This effort will include the preparation of materials for two meetings per month with City departments as well as development of a multi-departmental playbook and SharePoint site to house department specific documents and materials. The City will provide data and information tracked by each department to identify current asset conditions and needs for public infrastructure improvements.

B. TASK SERIES 200 – ASSET MANAGEMENT

Program Manager will assist City in providing strategic input and day-to-day guidance and direction for program-related asset management activities, including asset data management.

Below are specific asset management tasks to be performed by Program Manager during the service period. Program Manager will provide additional asset management services as requested by KC Water and mutually agreed upon as Optional Services.

201 DATA MANAGEMENT COORDINATION

Program Manager will collaborate with KC Water staff to align SSP asset data management activities with KC Water's overall asset data management strategy.

Support further strengthening of SSP level asset data integration and management techniques which are critical for prioritizing wastewater system renewal investments and optimizing capital projects required to achieve Consent Decree Compliance and success of other program strategic actions.

Program Manager will continue to assist the City with the development and implementation of its data management strategy aimed at improving the quality of asset information and the associated business processes. Activities will include CCTV inspection data collection submittals and upload, as-built data collection and upload, additional feature development within Work Tracking Application, and development of analytical and reporting tools to highlight program-related activities.

Program Manager will participate in bi-weekly meetings with KC Water IT Department staff to coordinate planning and performance of data management activities. This includes working with City Staff to align the tools and data systems utilized on the SSP with City specified data management systems of record, and proactively involving or notifying City Staff to new technology, systems or workflows that will impact their operations.

202 ASSET DATA MANAGEMENT

Program Manager will assist KC Water with asset and data management tasks to support the SSP and KC Water. Subtasks will include:

- a. Program Manager will continue to conduct a "data health check" on a quarterly basis. Review how each project manager is using data management systems and verify the completeness and accuracy of project boundaries in GIS. Discuss upcoming data delivery deadlines, such as sewer CCTV inspection data, smoke testing data, and project closeout-related data submittals, including as-builts, and GIS information.
- b. Program Manager will maintain a data tracking log for SSP projects to track the status of data submittals and uploads into KC Water systems of record.
- c. Sewer CCTV and Manhole Inspection Data Management and Quality Assurance. Assist with inspection data upload process into the City's inspection data management system. Review and provide QA/QC of manhole inspection data deliverables by others. Continue to assist with the development of City-designated features within the City's Work Tracking Application for SSP projects.
- d. Private Inflow Reduction Program Data Management. Perform maintenance, administration, and functionality modification activities for KC Water's Private Inflow Reduction Program data management system for use by program design professionals and Program Management Team as needed.
- e. Assist City with mapping the location of SSP projects relative to other City departments through the maintenance of project boundaries and support of the City web-based project mapping application.

- f. Field Services Data Collection. Assist the City with maintaining existing tools to support Program Manager’s annual temporary flow metering activities.
- g. In support of Annual Sewer Rehabilitation Program and Project Delivery, perform Work Order conflict checks and assist with creating work orders for investigation and rehabilitation work to be assigned to various City-Wide contractors.
- h. In support of Annual Sewer Rehabilitation Program, perform InfoAsset Planner (IAP) model runs and updates to support development of inspection and rehabilitation packages.
- i. In support of Annual Sewer Rehabilitation Program, maintain data dashboards within Survey123, ArcGIS Field Maps, and ArcGIS Dashboards that are used for manhole inspections, CCTV deliverable tracking, force main air release valve (ARV) locates, and pump station fill and draw tests. KC Water will provide account access to Program Management Team members as requested.
- j. Perform evaluation of NASSCO PACP Version 8 and provide recommendations via technical memorandum on the adoption of the new version, required training, protocol adjustments, and steps required for implementation.

203 DOCUMENT MANAGEMENT SYSTEMS

Program Manager will work collaboratively with KC Water Staff to align the document management tools used on the SSP with City specified data management Systems of Record. This includes the following subtasks:

- a. Improvement to SSP e-Builder processes. As requested by KC Water SSP management, assist with identifying e-builder functionality improvements needed to support SSP activities and provide input to City staff responsible for developing workflows to modify and implement document control and approval workflows within the City’s e-Builder software platform to meet SSP needs.
- b. Continue to support and collaborate with City Staff to maintain SSP Project information in the SSP Dashboard, SSP Team data bases, and the City’s Systems of Record.

204 ANNUAL SEWER REHABILITATION SUPPORT

The Program Manager will continue to assist City with the development and implementation of its Annual Sewer Rehabilitation (ASR) Program. Development and implementation of the ASR Program will follow the direction previously established in existing strategic plans for each of the four (4) major components in the ASR Program. The following specific tasks will be performed for each of the four (4) major components.

- a. ASR-Small Diameter Sewers (Gravity Mains less than 48-inch diameter)
 - Develop FY2025 first inspection CCTV package(s) and coordinate this planned inspection work with work performed by City sewer maintenance. Utilizing the BRE model for prioritization, develop CCTV inspection packages to be performed by City

Contractors in FY2025. CCTV data obtained in FY2025 will be used by Program Manager and City to prepare sewer rehabilitation packages to be awarded in FY2025. It is anticipated 500,000 LF of CCTV will be performed in FY2025. InfoAsset Planner (IAP) BRE model runs, project boundary conflict check, work order conflict check, the opening of work orders, and programmatic quality control of CCTV inspection data deliverables will be performed.

Develop FY2025 Sewer Rehabilitation Packages (CIPP, Point Repair, Total Replacement). Utilizing the latest BRE model to prioritize assets for engineering evaluation, Program Manager will assist City with developing Sewer Rehabilitation Packages valued at approximately \$8.5M for rehabilitation work to be performed in FY2025. Development of the Rehabilitation Packages will be dependent upon and limited by the availability of CCTV data for assets requiring repair. Program Manager anticipates evaluating 500,000 LF of CCTV to develop rehabilitation packages for FY2025. IAP BRE model runs, project boundary conflict check, work order conflict check, and opening work orders will be performed.

b. ASR - Large Diameter Sewers (Gravity Mains 48-inch diameter and larger)

Develop System Characterization/Manhole Inspection (SC/MHI) packages and CCTV inspection packages. Program Manager anticipates developing SC/MHI and CCTV inspection packages for up to 250,000 LF of large diameter sewers including up to 850 manholes. Program Manager will perform a records review to aggregate sewer records, as-builts and other readily available data to assist in the system characterization process. Programmatic quality control of SC/MHI and CCTV inspection deliverables and development/maintenance of data dashboards, Survey123, ArcGIS field maps and integration with City's asset data management Systems of Record will be performed.

Review CCTV and perform map change edits to GIS dataset from SC/MHI work. Program Manager anticipated one round of map change edits per package for each CCTV contractor. Program Manager anticipates receiving CCTV deliverables for up to 250,000 LF and incorporating final map edits into the GIS deliverable ready for City to merge into their GIS record. GIS deliverables by CCTV contractors are QAQC'd by Program Manager and submitted to the City.

Update BRE model to incorporate condition assessment data and provide results to DP. IAP BRE model updates and runs will be performed.

Review inspection/rehabilitation recommendations from City's DP for ASR - Large Diameter Sewer Rehabilitation Project. Program Manager will review and comment on the DP's large diameter sewer rehabilitation and repair recommendations and associated opinions of probable construction cost (OPCC). Evaluate available funding and provide recommendations for the DP to proceed to the design and construction contract document development phase for selected assets. Detailed review of DP design documents and construction contract documents will be performed under Task Series 400.

c. ASR - Force Mains

Program Oversight of Alignment Walks for 10 High Priority Force Mains. In coordination with City, select up to 10 high priority force mains for DP performance of alignment walks and air relief valve locates. Program Manager will coordinate with City and SSP Team Data Management group for development of Survey 123 forms, maintain protocols, perform programmatic quality control of DP deliverables, and assist the City with integrating the data into the City's Systems of Record.

Program Oversight of Pump Station Draw Down Tests (10 Pump Stations). In collaboration with City, discuss with KC Water leadership the challenges encountered in performing pump station drawdown tests in FY24 and identify changes to testing approach to be implemented in FY25.

City to select up to 10 pump stations for DP performance of draw down tests. Program Manager will pre-populate inspection forms, maintain protocols, and perform programmatic quality control of DP deliverables.

Review DPs Assessment and Rehabilitation Recommendations. Program Manager will review and comment on the DP's force main sewer assessment methods, and rehabilitation and repair recommendations and associated opinions of probable construction cost (OPCC). Evaluate available funding and provide recommendations for the DP to proceed to the design and construction contract document development phase for selected assets. Review of DP design documents and construction contract documents will be performed under Task Series 400.

d. ASR - Sewers in Waterways

The Waterways BRE model will be used to help prioritize assets for repair following completion of external assessments. IAP BRE model development and refinement will be performed.

Update Waterway Assessments protocol based on lessons learned and changes in technology.

Coordinate with USACE who will contract directly for this scope of work with the Design Professional. Program Manager will provide protocols and review with USACE for their use in managing this scope of work. Program Manager anticipates Phase 1 inspection packages will include up to 250,000 LF of sewers that cross or are in proximity of waterways to be performed by Design Professional. Inspections will be performed in accordance with current inspection protocol, titled Stream Crossing Inspection Protocol Draft dated February 2020, which will be provided to USACE. Programmatic quality control of inspection deliverables and development/maintenance of data dashboards, ArcGIS Survey 123, ArcGIS Collector, and integration with City's asset data management Systems of Record will be performed by USACE.

205 SEWER MANHOLE INSPECTIONS

Through a subconsultant, Program Manager will locate (where readily possible) and perform surface or internal manhole condition assessments and survey assets to support the further development and implementation of the large sewer rehabilitation program and hydraulic model updates as described in Task 305-Manhole Survey Plans. Manhole condition assessments and surveys will be completed in accordance with latest version of National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP) and current version of the SSP System Characterization and Access Point Inspection Protocol.

The following assumptions sets the basis for this work:

- It is anticipated that accessibility will be limited at some locations, sewer runs between manholes may be longer than average making it more difficult to confirm connectivity, and the ability to perform topside inspections may be limited due to depths, unique vaults, or limited manhole access. In the event additional traffic control is required to be performed by a third party in high traffic areas, this will be provided as an Optional Service.
- Program Manager anticipates the majority of sewer surveys and condition assessments to be completed under this task to be located in the combined sewer system and/or in remote, wooded, and difficult to access areas. Locating and surveying manholes in remote areas, and the combined sewer system, particularly downtown, results in more complex system connectivity updates, finding more unmapped manholes during course of the work, more complex manhole configurations and larger than normal quantities of connecting pipes to confirm connectivity for.
- Based on experience with the large sewer manhole surveys and condition assessments previously completed by Program Manager, it is assumed that 30% of manholes will require manned access. All other surveys and condition assessments will be performed topside.
- Surveys completed for hydraulic model update purposes are assumed to generally be on mid-size systems, 15-inch to 24-inch, where manned entry will be limited to approximately 5% of manholes surveyed. Additionally, surveys completed for hydraulic model update are assumed to be spread out and not consecutive runs.

Program Manager will locate and survey up to 850 manholes in support of the large diameter program, up to 100 manholes and up to 25 diversion structures in support of the hydraulic model updates. Included in these surveys will be manholes previously found by the CCTV contractor and labeled as Could Not Locate (CNL) and Could Not Open (CNO).

Program Manager will perform survey and MACP condition assessments for the manholes that are accessible. Based on Program Manager's experience in FY2021, FY2022, FY2023, and FY2024 for budgetary purposes it is assumed the cost for large diameter manhole field survey and inspection services will average \$500 per Manhole; the cost for hydraulic model update manhole field surveys will average \$400 per manhole; and the cost for hydraulic model update diversion structure field surveys will average \$750 per manhole. These average costs are a blended rate based on previously completed or partially completed

condition assessments and field surveys, Could Not Locate (CNL), Could Not Open (CNO), or Could Not Access (CNA) manholes. This will include the following subtasks:

- a. QA/QC Inspections: Re-inspect 5% of the manholes for QA/QC purposes, to confirm critical measurements and observations. A QA/QC field crew different from the crew that performed the original inspection will perform this work. Re-inspects are included in the total manhole counts above.
- b. Deliverables: Prepare and provide deliverables in accordance with City protocols. Prepare and provide an updated City ArcGIS 10.0 geodatabase following City schema provided by City with updated attributes and updated pipe network connectivity.
- c. CNL Manhole Action List: If the field crew spends a minimum of twenty minutes searching for a manhole and cannot locate it, the unfound manhole will be put on an Action List. The Action List will be provided to the City's City-Wide Sewer Cleaning and CCTV Contractor to determine the location of unfound manholes through use of CCTV equipment or other methods. Program Manager will inspect manholes located by City's Sewer Cleaning and CCTV Contractor if accessible within the service period of this Agreement or they will be inspected as part of future FY26 scope of work. Manholes not located by the City's Sewer Cleaning and CCTV Contractor will be provided to the City as a final CNL action list.
- d. CNA Manhole Action List: Manholes that cannot be accessed by Program Manager will be identified on an action list and provided to the City as a final CNA action list.
- e. CNO Manhole Action List: Manholes that cannot be opened by Program Manager will be identified on an action list and provided to the City's City-Wide Sewer Cleaning and CCTV Contractor to open. Manholes not opened by the City's Sewer Cleaning and CCTV Contractor will be provided to the City as a final CNO action list. Manholes opened by either the City or its City-Wide Sewer Cleaning and CCTV Contractor will be inspected if made accessible within the service period of this Agreement or they will be inspected as part of future FY26 scope of work.

C. TASK SERIES 300- SYSTEM PLANNING AND ASSESSMENT

Below are system planning and assessment tasks to be performed by Program Manager.

301 SYSTEM PLANNING AND HYDRAULIC ASSESSMENT

Program Manager will assist City with collection system planning and hydraulic assessments in support of Consent Decree compliance and individual SSP projects using the current version of existing hydraulic model to confirm project predicted CSO capture performance, and model updates developed by the Design Professional and integrate the model changes from the project-specific model into the City's SSP hydraulic model, as appropriate for the following projects. This task includes receiving and responding to

requests for information regarding the performance of the City’s sewer collection systems and wastewater systems projects:

- a. Daniel Morgan Boone Park Green Infrastructure Project Design Support up to two checks in FY25.
- b. Turkey Creek In-Line Gates Project Support up to three checks in FY25
- c. Dykes Branch Relief Sewer Project Design Support up to two checks at 60% design and 90% design.
- d. Round Grove Relief Sewer Project Design Support one checks in FY25.
- e. Long-Term Planning Coordination. Program Manager will support the City with long-term system planning and alignment with other City wastewater system projects and initiatives to identify opportunities for adaptive management and potential impacts on cost-effective CSO reduction. Incorporate non-SSP projects into hydraulic model as appropriate and collaborate with City project teams working on other City projects not included in the Consent Decree.
 - i. Blue River WWTP/Birmingham WWTP Consolidation Support. Program manager will conduct up to 2 periodic reviews and evaluation during conceptual design of the Blue River BNR and proposed flow controls.
 - ii. Turkey Creek Pump Station capacity upsizing review of feasibility and impact of additional pumping and force main capacity.
 - iii. Mission Hills Alternatives Evaluation. Program manager will evaluate up to two alternatives with gray solutions and potential I/I reduction in high priority meter catchment.
 - iv. Somera Road West Bottoms. Program manager will continue to correspond with DP and incorporate proposed design into model to reflect CSO impact.
 - v. 18th and Vine Redevelopment. Program manager will continue to correspond with DP and incorporate proposed design into model to reflect CSO impact.
- f. Hydraulic Assessment of Design and Construction Projects. Hydraulic model validation and assessments will be performed in support of Consent Decree control measure implementation and to demonstrate City’s achievement of Consent Decree 2024 interim milestone performance criteria. Program Manager will perform hydraulic model validation and assessment in select portions of individual basin models, including where Design Professionals have submitted design models. The following list identifies the individual basins in which project-specific hydraulic model validation assessment will be conducted, including the associated number of flow meters to be used:
 - i. Line Creek/Rock Creek 3 & 4 (24 Meters); Post-construction model validation and recalibration as necessary. These services are partially

funded (Subconsultant work only) in this contract and the remainder is funded under FY24 Regulatory Compliance contract 1704 and FY21 Program Management contract 1597-3.

- g. Model Updates with Recent Survey and Flow Data. Program manager will use 2024 flow meter data and project survey data to validate basin models listed below are representative of the current system conditions. Validation of previous model will include updating the model with additional survey data collected and review with 2024 flow meter data against calibration tolerances. A memorandum summarizing the results and recommendations of necessary next steps will be prepared and submitted to City. Additional model calibration recommended under this task will be performed as Optional Services.
 - i. Turkey Creek – Southwest Trafficway subbasin (6 meters)

302 SYSTEMWIDE HYDRAULIC MODEL MAINTENANCE AND MANAGEMENT

Program Manager will assist the City with system-wide hydraulic model maintenance and management for existing and future conditions in support of implementation of the System Wide Model Update Plan. Maintenance will cover updating of the existing and future systemwide conditions models based on project specific and basin updates. Management will cover incorporation of post-design models in the existing and future conditions systemwide models, as needed.

In addition to model updates, this subtask includes assessing the impact on the existing conditions and future conditions (2024, 2030, 2035, and Further Measures Plan capture) systemwide models at the completion of projects utilizing available post-construction performance data and the updated hydraulic models. This task only includes assessment of project performance as described in the Consent Decree, any deviation from compliance would be mitigated in a separate task. This task is necessary to maintain the existing and future conditions systemwide model to support demonstration the City’s achievement of Consent Decree 2024 interim milestone performance criteria.

This includes the following subtask:

- a. The system-wide existing conditions hydraulic model will be run one time in FY25 to demonstrate current CSO volumes and percent capture using the Typical Year design storm. Maintain system-wide existing conditions model as needed to reflect individual basin and project specific model enhancements based on collection system characterization, sewer main extensions, and projects completed to-date within individual basins and/or subbasins. Incorporate into the system-wide existing conditions model the basin model updates for Line Creek/Rock Creek and Round Grove basins as performed under FY 24 Regulatory Compliance and Optimization contract Task 302.c.; and with the project specific post-construction model updates performed under subtask 301h. Develop and submit a draft executive summary of system-wide existing conditions model maintenance and single-run results.
- b. The future conditions system-wide model for 2024, 2030, 2035, and Further Measures Plan capture conditions will be run one time in FY25 to demonstrate current CSO

volumes and percent capture using the Typical Year design storm. Maintain system-wide future conditions model as needed to reflect individual basin and project specific model enhancements based on collection system characterization, sewer main extensions, and projects completed to-date within individual basins and/or subbasins. Incorporate into the system-wide future conditions model the basin model updates for Blue River Central, Blue River North and Middle Blue River basins which were updated in the exiting conditions model under the FY24 Regulatory Compliance and Optimization contract; and with the project specific post-construction and post-design model updates performed under subtask 301.g. above. Develop and submit a draft executive summary of system-wide future conditions model maintenance and single-run results.

303 TEMPORARY FLOW AND RAINFALL MONITORING SERVICES

Program Manager will maintain up to 20 short-term temporary and 70 long-term temporary monitors in 2024. These monitoring services will obtain data for multiple uses: pre-construction and post-construction flow and rainfall data to support FY2026 SSP project implementation and performance validation; inflow and infiltration characterization; hydraulic model maintenance; green infrastructure project planning; and Consent Decree compliance in accordance with post-construction flow monitoring performance criteria as stipulated in Appendix D of the Consent Decree. City will provide Program Manager with flow monitoring data collected by others under the City's Smart Sewer Sensor Network Maintenance and Field Services Project for approximately 20 monitoring locations in the Middle Blue River Basin and Blue River South Basins and 29 permanent meter locations for hydraulic model maintenance use and Consent Decree compliance.

Program Manager will perform flow metering to obtain detailed flow and rainfall data at various CSO diversion structures under the City's SSP. This will include the following subtasks:

- a. Program Manager will perform meter servicing, data collection, and reporting for 20 short-term temporary (120 days) and 70 long-term temporary (210 days) in 2024. Program Manager will perform additional micrometer services to support the implementation of the Dykes Branch Relief Sewer Project. Metering will take place at five Dykes Branch locations for a 60-day period. Micro metering will be performed to isolate different flow patterns that are occurring within the system and to further detail the systems flow responses.
- b. In the spring of 2025, Program Manager will install up to 100 temporary flow meters currently anticipated by Program Manager and service these meters for one month through April 30, 2025, to coincide with the end of the FY2025 contract service period. Flow meter maintenance for the remainder of the 2025 flow monitoring season will be performed under a subsequent future contract for FY2026 program management services. Program Manager will install up to ten (10) temporary rain gauges as currently identified by the Program Manager to obtain rainfall data during the 2025 flow monitoring period. Identification of the 2025 rain gauge and flow monitoring locations will be defined in the 2025 flow monitoring plan, as described in task 303.h.

- c. Program Manager will monitor and coordinate the lease or purchase of equipment and supplies necessary for utilization of City-owned rain gauge and flow metering equipment. Program Manager will conduct flow monitoring efforts including rain gauge and flow meter site selection following Program protocols; mobilization, installation, maintenance, and real-time data quality monitoring; data collection, analysis, and reporting. Program Manager is responsible for quality assurance/quality control procedures to keep flow meters in working condition, meter uptime and obtaining reliable data to support the SSP needs. Program Manager will adhere to equipment manufacturer instructions in installing and maintaining the rain gauges and flow meters.
- d. Program Manager will program rainfall and flow meters to record data at 5-minute intervals. In the case of equipment failure or loss due to theft, vandalism, or manhole surcharging and overflows, the Program Manager will restore proper operation of the equipment through either repair or installation of a backup unit within 48 hours of an identified failure or loss when possible. With prior approval from the City and demonstrated standard care provided for the City's owned equipment, Program Manager will receive reimbursement for costs associated with the purchase of metering equipment to replace faulty or lost metering equipment. For budgeting purposes, Program Manager has assumed two (2) such events during the contract period.
- e. Program Manager will field monitor real-time data for meter performance and field service rain gauges and flow meters on a weekly (for rain gauges and short-term (120 day and 210 day) temporary meters), and bi-weekly (for long-term temporary flow meters,) basis to assure reliable flow meter performance. During each service visit, sensors will be cleaned if and as needed. On a weekly basis, Program Manager will review scatter graphs and hydrographs of flow, depth, and velocity to identify data gaps, zero velocities, or other anomalies. Program Manager will use flow monitoring equipment manufacturer's "Cipher" web-based service that City invested in to efficiently perform required monitoring to save program cost and to deliver reliable data.
- f. Program Manager will submit a Metering and Data Report to City within 90 calendar days following the conclusion of the flow-metering period for 2024. The report will be prepared in accordance with requirements of the Flow Metering and Data Analysis Protocol.
- g. Program Manager will provide monthly performance reports in accordance with the updated Flow Monitoring Protocol for all active flow meters including the following two KPIs: meter uptime and reliable data for intended uses, both expressed in terms of percentages. Program Manager flow monitors will be maintained in a manner that provides for a minimum of 90% uptime and with a minimum of 85% data reliability with documentation on variations in-situ sewer flow conditions and equipment malfunctioning between maintenance visits.

The uptime percentages are determined to confirm at least 90% of data (both depth and velocity). Special consideration will be given to meters located in combined sewer overflow pipes, where flow is present only during an overflow event and meter uptime

and data reliability applies to level data only. Data reliability is identified as the percentage of flow data that has been collected that is correct. Data that is not correct may consist of level or velocity that has flat lined or drifted from known calibration levels. Sites identified as high data quality risk by the Program Manager based on known site conditions such as sites with low dry weather flow depth, high velocities with low dry weather depth, and sites with excessive debris buildup, will be eliminated for flow meter installation and directed to an alternate site when possible. Where required despite high data quality risk, these sites will be identified and monitored for uptime in the monthly performance reports but will be excluded from the 90% uptime performance requirement.

- h. Prepare a flow monitoring plan for Spring 2025 flow monitoring period to obtain pre-construction and post-construction flow and rainfall data to support SSP project implementation and post-construction performance assessment, Consent Decree compliance, and implementation of the Hydraulic Model Update Plan.

304 RAINFALL AND FLOW DATA ANALYSES

Program Manager will perform the following rainfall and flow data analyses to support ongoing SSP project delivery:

- a. Perform analysis of flow meter data to support modeling and system analyses on up to 45 flow meter locations consisting of SSP team temporary and permanent flow meters and KC Water Smart Sewer Sensor Network permanent meters. Flow analysis will be conducted in accordance with the Flow Metering and Data Analysis Protocol (latest version). Tables of the flow analysis results will be prepared and submitted to City.
- b. Perform pre- and post-construction analysis of flow and rainfall data to estimate I/I reduction results in the project areas for up to 50 flow meter data sets collected in 2024. Prepare a summary of the results of the analyses and conclusions to supplement the previous analyses and I/I reduction report, including plots of linear regression curves.

305 MANHOLE SURVEY PLANS

Program Manager will assist the City in developing a manhole and diversion structure survey plan for the Lower Blue River and NEID basin. The Program Manager will review the final survey submittals for manhole surveys requested in FY 24, Rush Creek, Walnut Creek, Blue River North, and Blue River Central basins. These plans will be for updating of the City's existing core hydraulic model connectivity, confirm manhole and diversion structure representations, support of the extension of the hydraulic model to critical areas, and enhancement of the existing physical system data in the hydraulic model. These field survey plans and survey data review are necessary to collect data prior to model updates in FY 26.

D. TASK SERIES 400 – PROJECT DELIVERY

Program Manager will provide project delivery services for SSP projects to be implemented in accordance with the City's Consent Decree through the end of service period of this Agreement. Project delivery will encompass processes, decision points, and

project management assignments necessary for the implementation of SSP projects from pre-design planning, design, bid advertisement and construction phases through start-up and achievement of full operation to final completion of construction.

The Program Manager will collaborate with KC Water on SSP project delivery and lead an integrated project delivery team of Program Management team staff and KC Water Staff in the implementation of SSP projects during design and construction phases. Below are specific project delivery tasks to be performed by Program Manager during the service period. Program Manager will provide additional project delivery services as requested by KC Water and mutually agreed upon as Optional Services.

401 DESIGN ADMINISTRATION MANAGEMENT

Program Manager will provide Design Administration Management services to City for SSP projects. Program Manager's Design Administration Manager (DAM) will be responsible for guiding, directing, and promoting best management practices to the PMs assigned to manage each SSP project during predesign, design, and bid phases. The Design Administration Manager's responsibilities include the following:

a. During Pre-Design Phase:

- Support Project Managers (PMs) with the preparation of RFQ/P documents and/or scope of services for FY2025 SSP projects listed below.
 - i. Brush Creek Additional Control Measures to Eliminate Constructed SSO
 - ii. Round Grove Relief Sewers
 - iii. City Wide Sewer Main Rehabilitation (FY25-27)
- Support PMs with preparing agenda and presentation materials for pre-proposal meetings and attend meetings to provide technical assistance. Interpret the RFQ/P documents and develop addenda as may be required during the advertisement period.
- Support PMs during scope of work and engineering fee negotiations with Design Professionals (DPs), contract document development review, and ordinance development.
- Support PMs in development of City Council ordinance presentation materials.
- Participate in collaboration meetings with City staff and Program Management Team's Planning and Assessment group as needed to review on-going adaptive management planning and hydraulic modeling activities and discuss project concept development efforts for changes to a planned control measure or alternative control measure. Assist City in the development of project control measure concepts, preliminary planning-level project budgets, system characterization and/or flow monitoring data collection and performance analysis needs, and preliminary project implementation schedules for each alternative control measure.

b. During Design and Bid Phases:

- Address technical issues and potential risk exposures to City and provide input and guidance to PMs on technical solutions and potential risk mitigation measures, and requirements to meet Consent Decree performance criteria.
- Participate in DP progress meetings and monitor the mitigation of project risks as they arise and assist PM in confirming that mitigation actions are initiated by DP.
- Provide direction and quality control review of Project Manuals prepared by PMs, contract administration staff and DP prior to advertisement.
- Review work products and deliverables submitted by DPs and provide review comments as needed for DP to achieve City project performance requirements and construction standards.
- Confirm whether the designed control measures are expected to meet Consent Decree performance requirements.
- Support the City in preparing for pre-bid meetings and participate in pre-bid meetings as needed.
- Evaluate changes in project scope, schedule, budget, and potential risk exposure to City that may result in contract amendments and DP's use of available optional services funds and make recommendation for necessary actions.
- Monitor quality assurance and quality control efforts on the program's design projects, monitoring compliance with the program's quality control and quality assurance processes, procedures, and reference documents.
- Review DP construction documents and addendums to bidding documents prepared by DPs or PMs prior to being submitted to City for review and approval, as needed.
- Review of DP's bid recommendation prior to being submitted to City for acceptance, as needed.
- Review conformed contract documents and coordinate with PM any necessary follow-up actions with DP.
- Respond to Utility Notices in accordance with the Public Works standard protocol, as needed.
- Participate in public outreach activities including project meetings/workshops and conduct necessary follow-through actions.
- Support PMs in scope and fee negotiations with selected DP for Construction Phase Services (CPS).
- Assist KC Water with developing and executing ordinance documents for both DP and construction contracts, including Docket Memo and Ordinance.
- Assist PMs in development of City Council ordinance presentation materials.
- Support PMs in collaborating with Program Management Team in the evaluation of potential opportunities to integrate green infrastructure into each SSP project during the pre-design and design phases of project implementation.
- Assist project managers in providing timely responses to 311 inquiries related to the SSP projects during design and bid phase.
- Assist City in reviewing monthly progress reports and invoices from DPs on each project during design and bid phase.

- Guide, monitor, and support PMs efforts to manage the scope, schedule, budget, and potential risk exposure of each SSP project during the pre-design, design, and bid phases of each project. Coordinate with Project Managers at least monthly to have them update their project status reports and risk registers for each assigned project to accurately represent the status of the scope of work, schedule, budget, and potential risk exposure for each project contract. Support PM with monitoring and tracking the delivery of projects while seeking to identify and monitor potential risk exposures throughout the design and bid phase.
- Guide, monitor, and support PMs efforts to identify and monitor the City’s potential risk exposure and document action items within a project risk register and project manager’s project status reports. Monitor the PM’s development and maintenance of project risk register and associated cost contingencies for design and construction risk exposures. Support PM’s and DP’s risk mitigation efforts as requested by KC Water.
- Maintain and update the SSP spreadsheet file based on negotiated fees with DPs and construction bid information received for these projects, including approximate cost for various elements of DP’s services and construction unit cost information. Confirm final DP costs for the SSP project types listed below, including authorized Optional Services and DPS and CPS agreement amendments for cost tracking. Maintain SSP spreadsheet file of DP engineering fee and construction bid unit price and lump sum information on the following project types:
 - i. Neighborhood Sewer Rehabilitation
 - ii. I/I Reduction projects
 - iii. Sewer Separation Projects
 - iv. Green Infrastructure Projects

402 PROJECT MANAGEMENT SERVICES

Program Manager will provide project management services to manage SSP projects as requested by the City. Program Manager’s team staff, including M/WBE team members, will be assigned to serve as the City’s PM on projects and be the primary point of contact on behalf of City to interface directly with DPs that are contracted directly with the City during design and bid phases. These PMs will be responsible for leading and managing delivery for each assigned project as summarized below.

FY25 Active Projects List:

Project	Design PM Months	Construction PM Months	PM	PM Org	Notes
SSP Round Grove Relief Sewers	9	0	KC Water Systems	KC Water	
SSP Sensor Network and Watershed Digital Twin	12	0	Lyke, Jonathan	BMCD	
In-Line Storage: Additional OK Creek Storage Facilities	12	0	Chestnut, Nicki	MBE	
SSP Stormwater Collection & Green Infrastructure: 37th & Norton	12	0	Alexander, Mike	MBE	
SSP Santa Fe Sanitary Sewer Rehabilitation Phase 2	4	8	Nguyen, Khoa	KC Water	
SSP Brush Creek Additional Control Measures to Eliminate Constructed SSOs	12	0	Stuempfig, Steve	BMCD	
SSP Keep Out The Rain Program	12	0	Lyke, Jonathan	BMCD	
SSP Smart Sewer Flow Data Analytics	12	0	Gallick, Stacy	WBE	
SSP In-line Storage: OK Creek Gates (Bending Weir)	7	5	KC Water Facilities	KC Water	
SSP In-line Storage: OK Creek Gates (Bending Weir)	0		KC Water Facilities	KC Water	
SSP City-Wide Sewer Infrastructure Rehabilitation within Waterways	0	12	Chestnut, Nicki	MBE	
SSP Green Infrastructure Project 2-1: 63rd and Daniel Morgan Boone Park	12	0	Williams, Willie	BMCD	Package Manager
SSP Annual Sewer Rehabilitation: Large Diameter	12	0	Nguyen, Khoa	KC Water	
SSP Annual Sewer Rehabilitation: Force Mains	12	0	Nguyen, Khoa	KC Water	
SSP Relief Sewer: Dykes Branch Interceptor	10	2	Benavides, Laura	KC Water	
SSP I/I Reduction / North Basin Area 1	0	12	Chestnut, Nicki	MBE	
SSP I/I Reduction: Birmingham Project 2	0	12	Cherney, James	MBE	
SSP I/I Reduction: Birmingham Project 3	0	12	Cherney, James	MBE	
SSP Green Infrastructure Project 1-1: Mill Creek Park	6	0	Tonjes, Kyle	BMCD	
SSP Green Infrastructure Project 1-1: Mill Creek Park	0	6	Rhodes, Craig	MBE	Transition at Construction
SSP Green Infrastructure: The Paseo Gateway	5	7	Gibler, Madison	BMCD	
Blue River WWTP Biosolids Facility	0	12	Cross, Shawn	KC Water	
SSP Sewer Separation / 40th & Monroe	0	12	Alexander, Mike	MBE	
SSP I/I Reduction: North of the River Phase 1 (Buckeye)	0	12	Mock, Steven (Chance)	KC Water	
SSP LBR Basin Relief Sewer: Hardesty Ave and 31st Street	0	8	Hauser, David	BMCD	
SSP Dry Weather Sewer Line / Outfall 055	0	6	Mock, Steven (Chance)	KC Water	
SSP City Wide Sewer Main Rehabilitation	0	12	South, Paul	KC Water	
SSP City-Wide Sewer Line Cleaning, CCTV - Area 2	12	0	South, Paul	KC Water	
SSP City-Wide Sewer Line Cleaning, CCTV - Area 1	12	0	South, Paul	KC Water	
SSP ASR - Sewer Inspections in Waterways	12	0	Parker, Jon	BMCD	
SSP Large River Water Quality Monitoring and Sampling	0	12	Jing Tao	KC Water	
SSP ASR: Large Diameter City-Wide Sewer Inspections (Ace)	12	0	Nguyen, Khoa	KC Water	
SSP ASR: Large Diameter City-Wide Sewer Inspections (Hydromax)	12	0	Nguyen, Khoa	KC Water	
SSP OptiPlus Sites Implementation & Support Services	0	12	Lyke, Jonathan	BMCD	
SSP Sewer Separation Outfall 054	0	7	Tonjes, Kyle	BMCD	
SSP Smart Sensor Network Maintenance and Field Services	0	0	Lyke, Jonathan	BMCD	

*Green Stewards, Millgoal's O&M, and Green Infrastructure Maintenance Facility and Repair Contracts are managed and budgeted under task 600.

a. During Preliminary and Detailed Design Phases:

- Monitor and facilitate activities being conducted by DP by proactively planning and engaging appropriate available resources during design phase, including City, Program Management Team, DP, and other project stakeholders as requested by City to effectively implement the project. Monitor DP design services and work progress, and manage project controls, public outreach and engagement, City real estate and easement acquisition, and asset data acquisition and processing. Follow Smart Sewer Program processes and procedures and utilize SSP contract administration templates and workflows, and City technical specifications and construction standards.
- Conduct monthly project progress meetings with DPs and attend public meetings.
- Monitor the status of project scope, schedule, budget, and City's potential risk exposure throughout the duration of the project and document status by maintaining up-to-date project risk registers and project status reports. Monitor the project risks as they are identified or arise and request that DPs take necessary mitigation actions in a timely manner.
- Assemble field investigation data submittals for delivery to DPs as applicable.
- Review DP work products and deliverables and confirm compliance with requirements defined in the DP's contract. Provide review comments related to the

design documents and consolidate with comments from SSP team and other KC Water staff for DP's consideration.

- Participate in constructability reviews and plan-in-hand field walk-throughs led by the DP for new SSP construction projects to confirm the designs are constructable.
- Review opinions of probable construction cost prepared by DP and submit review comments to DP.
- Evaluate potential changes to project scope of work, including project schedule and construction cost impacts and adjustments to DP's compensation, and recommend scope changes to Program Management Team Design Administration Manager and KC Water.
- Review monthly progress reports and invoices submitted by DP for each project and provide review comments to DP, Program Management Team Design Administration Manager, and KC Water, as appropriate.
- Identify City's action items and coordinate these work activities to achieve timely completion to meet City's contractual obligations and enable the efficient progression of DP services.
- During design and bidding phases, participate in monthly Project Status Report (PSR) review meetings with Program Management Team Design Administration Manager. For each project, discuss the status of work scope, schedule, and budget, action items for completion by City, potential risk exposures and mitigation action items, and current DP work activities.
- During project bid advertisement, manage, and monitor bid phase activities for each assigned project, including project advertisement, pre-bid meeting, obtaining DP's final opinion of probable construction cost before bid opening, bid opening, DP's bid evaluation and recommendation of award, and City ordinance development.
- Review and monitor the development of conformed construction contract documents for execution by Contractor and the City.
- Assist the City in providing timely responses to 311 inquiries related to the SSP projects.

b. Construction Phase:

- Support activities being conducted by Program Manager's Construction Administration Manager (CAM) and Field Operations Manager (FOM) to effectively implement project construction administration activities in a timely manner. Support the reporting of project controls and public outreach and stakeholder engagement.
- Support CAM and FOM with conducting a pre-construction meeting.
- If requested by CAM or FOM, attend Contractor monthly progress meetings and public meetings for each assigned project.
- Based on construction scope of work changes provided by CAM to resolve construction issues, support FOM with the development, review and execution of construction change documentation by DP, Resident Project Representative (RPR), CAM, FOM, and Contractor for proper and timely execution of the work in accordance with the construction contract documents.

- Support the City, CAM and FOM in providing timely responses to 311 inquiries related to SSP projects.
- Participate in quarterly data health check reviews and confirm timely work order closure and reconciliation related to project closeout.

403 CONSTRUCTION ADMINISTRATION MANAGEMENT

Program Manager will provide construction administration management support services to City for SSP projects. Program Manager's Construction Administration Manager (CAM) will be responsible for directing, guiding and promoting best management practices to the PMs and FOMs assigned to manage and monitor each SSP project during construction.

Provide oversight and assistance to FOMs responsible for monitoring established project scopes, schedules, and budgets, and the City's risk exposure for each project to help City achieve cost, schedule, quality, and performance objectives. Facilitate the timely resolution of construction related issues that arise working collaboratively with RPR, FOMs and Contractor, and coordinate with PM and DP when work changes to original design documents are required.

CAM services will also include the implementation and updating of construction administration processes and procedures as needed for new projects. Program Manager will utilize Smart Sewer processes and procedures to implement a programmatic approach to construction administration on SSP projects.

Continue the use of the City's web-based document management system (e-Builder) by Program Management Team, City Staff, RPRs, DPs and Contractors on new and existing construction projects.

CAM, with assistance from PM and FOM, will monitor, provide guidance to, and rely on the services provided by the DP of each SSP project contracted directly with City to perform select office and field construction administration services as defined in their DPS agreement with the City, including, but not limited to, review and approval of shop drawings and data, and Contractor O&M manuals; the development of responses to requests for clarification; the development of work change directives and allowance authorizations and evaluation of Contractor cost proposals; evaluation of Contractor claims and assistance to FOM for resolution; review of Contractor's schedule of values and monthly payment applications; review of Contractor's baseline and updated monthly construction schedules; field observation resident project representative services; DP assistance with pre-commissioning of new equipment and witnessing of equipment start up, providing of O&M training; performance of substantial completion and final completion inspections of the work; and preparation of construction record drawings.

Program Manager will provide construction administration management support services for SSP projects including the following:

- a. Provide guidance, direction, and recommendations for effective construction administration management to FOMs during the construction phase of each project. Communicate with Field Operation Managers at least monthly to have them update

- their construction PSRs and risk registers for each assigned project to accurately represent the status of the scope of work, schedule, budget, and potential risk exposure for each project contract.
- b. Oversee transition of PM responsibilities and oversight by the Design Administration Manager to the Field Operations Manager (FOM) and Construction Administration Manager (CAM).
 - c. Guide, monitor, and support FOMs assigned to manage project scope, schedule, and budget, and monitor potential risk exposure of each SSP project during the construction phase of each project. Support FOM with monitoring and tracking the delivery of projects while seeking to identify and monitor potential risk exposures throughout construction.
 - d. Guide FOMs on identifying City's potential risk exposure and documenting mitigation action items within a project risk register project status reports. Monitor FOM's identification of potential risks related to delivery of construction projects and support FOM as needed to monitor risk mitigation strategies during construction. Monitor the FOM's development and maintenance of risk register and associated cost contingencies for construction risk exposures. Support risk mitigation efforts by City, DP, RPR, and construction contractor as requested by KC Water.
 - e. Assist PM and FOM in providing timely responses to 311 inquiries related to the SSP projects during construction. Provide assistance in resolving 311 inquiries that may arise during the project correction period.
 - f. Coordinate with FOMs to monitor the performance of RPR Services provided by DPs. Support the DP's RPR in confirming that the Contractor's work is completed in accordance with the Construction Contract Documents. Assist KC Water with evaluation of the qualifications of lead RPRs proposed by DPs and address performance issues.
 - g. Participate in a preconstruction meeting with the Contractor, RPR, FOM, PM, and DP for each SSP project. Support FOM in developing preconstruction conference agenda, identifying additional invitees, reviewing meeting materials and assisting FOM conduct preconstruction meeting.
 - h. Support FOM in the review of DP's review comments related to the Contractor's initial baseline construction schedule and monthly schedule updates. Review will be for general conformity to the requirements for scheduling defined in the construction contract documents. FOM will provide review comments from CAM related to each schedule submittal to DP for submittal to Contractor.
 - i. Support FOM in the review of DP's review comments related to the Contractor's schedule of values for each project.
 - j. Support FOMs in the review of RPR's review comments related to Contractor's monthly pay applications.

- k. If requested by FOM or City, participate in monthly Contractor progress meetings for projects under construction and periodic coordination meetings initiated by the Contractor, RPR, or PM.
- l. Monitor DPs, RPRs, and FOMs for timely review and completion of construction administration activities and workflow processes within the City's document management system.
- m. Assist FOM with the development of allowance authorizations, work change directives, and change orders.
- n. Support FOM with the development of formal correspondence to Contractor, including notification of defective work or punch list work not completed per the construction contract documents, and responses to Contractor claims.
- o. Work collaboratively with FOM, RPR, and the construction Contractor to resolve construction issues in a timely manner. Address defective work identified by RPR following the construction contract documents and established construction administration procedures.
- p. Support FOM and RPR efforts to evaluate and manage changes to construction scope of work, including schedule and construction cost impacts, Contractor claims, work change directives, and change orders. Seek input and support from PM as needed. Recommend changes to KC Water and once recommendation is accepted or direction is given by KC Water leadership, CAM will work with FOM and RPR, and DP and PM as needed, to document and process work changes and issue resolutions in a timely manner.
- q. Support FOM with review of record drawings submitted by DP and/or Contractor. Provide FOMs with guidance regarding the processing of post-construction deliverables.
- r. Assist FOM and PM with project closeout and quarterly data health check efforts to achieve timely completion.
- s. Provide review comments and recommendations to FOM and City regarding approval of Contractor's request for Achievement of Full Operation and Final Completion to KC Water management.
- t. Support KC Water with review and approval of resident project representative(s) qualifications proposed by DP and make necessary recommendation to KC Water regarding having acceptable qualifications and experience.

404 FIELD OPERATIONS MANAGERS

Program Manager will provide up to two full-time Field Operations Managers to monitor the performance of Resident Project Representatives on SSP Projects and assist the RPR and City with the resolution of construction issues that may arise on SSP projects. The FOM will also serve as the City's primary point of contact to the RPR and Contractor during construction and will facilitate timely decisions in consultation with the CAM and KC Water leadership. The FOMs will serve as the primary field resource to the CAM to

assist with the review of Contractor pay applications, the evaluation of work change directives, and change orders, assist CAM and RPR with resolving field construction issues, and evaluating Contractor claims and potential work change directives. FOMs will review the work change documents prepared by DP and RPR and support timely processing. FOMs will also monitor the performance of the DP's RPRs and verify they understand their roles and responsibilities as defined in the Design Professional's DPS Agreement and the SSP RPR Reference Manual, and are performing them to the City's satisfaction by focusing on the following items:

- a. RPR's role and responsibilities as liaison between DP and Contractor, between the DP and City, as well as between Contractor and City.
- b. Records and reporting maintained by the RPR. FOM to assist in standardizing reporting on all SSP projects, including daily signoff on work performed on a time and materials basis.
- c. RPR's role and responsibilities in upholding the requirements of the construction contract documents and conformance of the Contractor's work, interpretation of the contract documents, and review and processing of scope of work change requests.
- d. RPR's role and responsibilities in reviewing the Contractors' monthly schedule and monthly payment applications, and responsibilities to participate at Contractor's progress meetings. FOM to confirm that DP completes the preparation of construction progress meeting minutes and distributing for review to meeting attendees. Confirm DP is properly archiving meeting minutes within document management system.
- e. RPR and FOM to be primary points of contact to the public for assigned project areas. RPR's responsibility to provide assistance in preparing timely responses to 311 inquiries related to the SSP projects throughout construction.
- f. RPR's role and responsibilities in performing field observations of Contractor's work, pre-commissioning and start-up, punch list development, substantial & final completion inspections and project closeout services.
- g. RPR working collaboratively with FOM and CAM, and the construction Contractor to resolve construction issues in a timely manner and address defective work following established construction management procedures.
- h. RPR's role and responsibilities to monitor and observe the City's risk exposure.
 - FOM will collaborate with DP and Contractor to conduct a pre-construction meeting.
 - FOM will monitor project scope, schedule, budget, and City's potential risk exposure throughout construction phase and document status by maintaining up-to-date project risk registers and monthly project status reports.
 - FOM will attend Contractor's monthly progress meetings and public meetings for each assigned project.
 - FOM will monitor the development, review and execution of construction work change documentation by DP, RPR, CAM, and Contractor for proper and timely execution of the work in accordance with the construction contract documents.
 - FOM will participate in monthly PSR review meetings with CAM. For each project, discuss the status of work scope, schedule, and budget, action items for completion

by City, potential risk exposures and recommended risk mitigation action items, and current work activities.

- FOM will assist the City in providing timely responses to 311 inquiries related to the SSP projects.
- FOM will participate in quarterly data health check reviews and confirm timely work order closure and reconciliation related to project closeout.
- FOM will assist PMs review monthly progress reports and invoices from DPs on each project.
- FOM will assist PMs with monitoring DP's delivery of project construction phase administrative support services to achieve City project critical success factors within contracted budgets and schedules.
- FOM will conduct weekly SSP project site visits with the lead RPR on each project to observe construction progress to discuss the status of resolving known construction issues and to assist with resolving new emerging issues.
- FOM will also observe the RPR's construction monitoring and interaction with Contractors, the completed construction for general compliance with the City requirements specified in the construction contract documents, the RPR's record maintenance and on-sight document management practices and other RPR services defined in the DP's Design Professional Services Agreement for construction phase services.
- FOM will participate in monthly PSR meetings with the CAM to discuss the current status of project construction and review project controls and FOM's monthly project status report.
- FOM will also be responsible for maintenance of risk register items and monitoring of associated cost contingencies for construction risk exposures.

405 NOT USED

406 RESIDENT PROJECT REPRESENTATIVE SERVICES

Program Manager will provide Resident Project Representative (RPR) Services as requested by City on the City-Wide Sewer Infrastructure Rehabilitation within Waterways Project and the City-Wide Sewer Cleaning and CCTV Inspections Project (budget allocation assumes 16/week for 12 months for CCTV contracts and 24 hours per week for 5 months for the Waterways contract); o verify construction is completed in accordance with the Construction Contract Documents prepared by others and City construction processes and procedures.

a. Limitation of Authority and Responsibilities:

The Program Manager's RPR(s) will observe the Contractor's work and perform the services listed below. The RPR shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment or personnel other than employees of the Program Manager. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Program Manager's RPR will not

supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto or for any failure of Contractor to comply with Laws or Regulations applicable to the furnishings or performance of the Work. Program Manager's RPR will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Construction Contract Documents.

b. General Responsibilities:

The Resident Project Representatives will be responsible for performing site observation and liaison tasks as applicable with the Contractor, City's Project Manager, Design Professional, public and other agencies. Tasks will involve attending monthly Contractor progress meetings, daily reporting and quantity tracking, document review and maintenance, punchlist development, and completion status and conducting substantial completion inspections and final completion inspections of the Work.

c. RPR Services Provided:

Program Manager's RPR(s) will perform the subtasks listed below. These services will be coordinated with and occur jointly with the Design Professional's field inspection services as contracted directly between Design Professional and City:

- Site Observations and Liaison with City, Design Professional and Contractor.
 - i. Conduct on-site observations of the general progress of the Work to assist Program Manager, City, and Design Professional in determining if performed work is in accordance with the Construction Contract Documents.
 - ii. Assist City's Project Manager, or Program Manger if requested by City, in serving as City's liaison with the Contractor when the Contractor's operations affect City's on-site operation.
 - iii. As requested by Program Manager or City Project Manager, assist in obtaining from City's staff or Design Professional additional details or information when required at the job site for proper execution of the Work. Report opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with construct contract drawings and authorized work changes to Program Manager, City's Project Manager, and Design Professional. Advice Design Professional, Program Manager, City's Project Manager, and the Contractor or its superintendent immediately of the commencement of any work requiring submittals or sample submission if the submission has not been reviewed and approved by Design Professional.
 - iv. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures and site-related utilities when such utilities are exposed) resulting from construction related activities.

- v. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions are encountered; document actual site conditions.
- vi. Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's operational activities.
- vii. Visually inspect materials, equipment and supplies delivered to the work site. Reject materials, equipment and supplies that do not confirm to the Construction Contract Documents.
- viii. Monitor field materials testing services performed by Contractor during construction. Copies of testing results will be forwarded to City for review and information.
- ix. Observe field-testing of equipment, structures and piping performed by Contractor or its subcontractors; review the resulting reports and submit comments to Design Professional and Program Manager as appropriate.
- Outside Liaison. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project. Record the names of inspectors and the results of the inspections and report to Program Manager and City's Project Manager.
- Meetings, Reports and Document Review and Maintenance.
 - i. Schedule and attend monthly progress meetings and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning each Smart Sewer Program Project.
 - ii. Submit to Program Manager and City's Project Manager a daily report of events at the job site, including the following information:
 1. Hours the Contractor worked on the job site.
 2. Contractor and subcontractor personnel on job site (Daily Labor Force Report received from Contractor).
 3. Construction equipment on the job site.
 4. Observed delays and potential causes.
 5. Weather conditions.
 6. Data relative to claims for extras or deductions.
 7. Daily construction activities and condition of the Work.
 8. Daily sign-off of quantities of work completed for unit price items.
 9. Observations pertaining to the progress of the Work. Materials received on job site.
 10. Construction issues and resolutions or proposed resolutions to issues.
- d. Consult on Contractor's Monthly Applications for Payment:

Program Manager's RPR(s) will consult with Program Manager and City's Project Manager regarding Contractor's monthly payment requests by observing the Work completed in compliance with the Construction Contract Documents and verifying the stored materials on site each month. City will be responsible for processing the Contractor's monthly payment applications.

e. Faulty or Defective Work Observed:

Conduct on-site observations of the Work in progress to assist City's Project Manager, the Program Manager and Design Professional in determining if the Work, in general, is in accordance with the Construction Contract Documents. Report to Program Manager, City's Project Manager, and Design Professional whenever Resident Project Representative believes that work is unsatisfactory, faulty or defective or does not conform to the Construction Contract Documents or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise Program Manager, City's Project Manager, and Design Professional when Resident Project Representative believes Work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection or approval.

f. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to Program Manager and City's Project Manager noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated into the Work.

g. Review certificates of inspections, tests and related approvals submitted by the Contractor as required by laws, rules, regulations ordinances, codes orders or the Construction Contract Documents (but only to verify that their content complies with the requirements of and the results certified indicate compliance with, the Construction Contract Documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with legal requirements.

h. Project Closeout:

The Program Manager's RPR will review, and file applicable documents required by City pertaining to the project and turn over required documents in the Resident Project Representatives' trailer. RPR will gather and consolidate its project files for long-term record storage.

E. TASK SERIES 500 – NOT USED

F. TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION

Below are specific green infrastructure tasks to be performed by Program Manager during the service period. Program Manager will provide additional green infrastructure implementation services as requested by KC Water and mutually agreed upon as Optional Services.

601 GREEN INFRASTRUCTURE PROGRAM MANAGEMENT

Program Manager will assist City with continued implementation of green infrastructure. This effort includes assisting the City as requested in supporting and participating in the following efforts:

- a. Green Infrastructure Implementation Support: Program Manager will assist City with programmatic planning and coordinating the implementation of green infrastructure throughout the combined sewer system. Program Manager will assist City in coordinating green infrastructure opportunity requests for current and planned projects by others, including coordination meetings with other City departments at the request of KC Water.
- b. Consent Decree Report – Green Infrastructure Project Plan 2 (GIPP 2): Program Manager shall develop the Green Infrastructure Project Plan for Green Infrastructure Project 2 as required by the Consent Decree which is due to the regulating agencies by December 31, 2025. Green infrastructure improvements anticipated to be included in the GIPP are proposed as part of the 63rd & Daniel Morgan Boone Park project. This GIPP will provide an overview of the project sites with cost-effective integration of a minimum of 160 green acres to meet achievement of the full operation goal by December 31, 2030. Program Manager will collaborate with the City and DP to develop a plan outline, and draft and final GIPP for submittal to regulatory agencies by City.
- c. Update to Regional Stormwater Standards Ordinance Development: Program Manager will continue to assist City with the development of a City Code ordinance for green infrastructure implementation in the combined sewer system in coordination with regional stormwater standard updates currently in development.
- d. Green Infrastructure Opportunity Planning. Assist City in evaluating the potential effectiveness of integrating green infrastructure on city property and land bank parcels in the combined sewer system upon request. Program Manager will provide desktop assessment of green infrastructure effectiveness on stormwater management and potential combined sewer overflow reduction for up to four (4) sites as requested by KC Water.

602 GREEN INFRASTRUCTURE MAINTENANCE PROGRAM

- a. Program Management & Administration. Program Manager will serve as the City’s interim Project Manager for the green infrastructure maintenance contractors selected by City and the Green Stewards program contracted directly with City to perform regular and proactive maintenance of KC Water’s established green infrastructure assets. Program Manager will collaborate with City inspection staff and contractors to report, monitor, and track program progress. Program Manager will provide a part-time Field Operations Manager to support City inspection staff with confirming the maintenance contractors’ performance meets the City’s level of service expectations for each green infrastructure site. Field Operations Manager will work with City inspection staff to confirm KC Water Green Solutions crew responsibilities at green infrastructure sites.
- b. Long-Term Maintenance Program. Program Manager will assist KC Water with the expansion and implementation of its long-term green infrastructure maintenance program with additional green infrastructure sites as identified by KC Water. Program expansion will include identification, engagement, training and prequalification of additional local M/WBE/SLBE landscape maintenance firms that would contract

directly with the City and/or as a subcontractor to an existing KC Water landscape maintenance contractor to maintain green infrastructure at assigned KC Water sites. Assist City in developing contractor prequalification RFQ/P documents, conduct program introductory meeting and a preproposal meeting, evaluate contractor qualifications, solicit, and evaluate contractor pricing for various green infrastructure facility types, prequalify contractors and develop facility service agreements for each prequalified M/WBE/SLBE landscape firm. Assign maintenance of individual sites to each firm based on their available capacity and experience.

- c. Green Stewards Project Management: Program Manager will continue to provide project management services to manage the City's current Green Stewards program. Program Manager will provide a Project Manager to serve as the City's PM and be the primary point of contact to interface directly with non-profit that is contracted directly with the City. PM will be responsible for leading and managing delivery for the final year of the current program contract. Program Manager will assist City in evaluating the current Green Steward's Program success factors and recommend potential changes to optimize the Green Stewards program's impact on KC Water's long-term green infrastructure maintenance. Program Manager will assist City in developing contractor prequalification RFQ/P documents for new program advertisement, conduct program introductory meeting and a preproposal meeting, evaluate contractor qualifications and proposals, and recommend a contractor partner to KC Water for its consideration.

603 GREEN INFRASTRUCTURE TRAINING

- a. Regional Stormwater Standards Post-Adoption Support: Program Manager will assist KC Water with preparing up to two presentations for final ordinance adoption by City Council. Program Manager will assist City in outreach and educational efforts related to the newly adopted ordinance and standards. Support will include development of educational and training material for up to three (3) workshops to assist City staff and developers get familiarized with the expectations of the new policy and streamline the design and review process.
- b. Regional Green Infrastructure Training: Program Manager will continue to work with Mid-America Regional Council (MARC) on behalf of KC Water to support the development of regional training material and certification for green infrastructure maintenance. Program Manager will encourage the participation of KC Water Green Infrastructure Maintenance Program contractors in this regional training and certification program.

604 STORMWATER MANAGEMENT IN CSS

Program Manager will provide technical support as requested by KC Water for the review and evaluation of stormwater improvement projects within the combined sewer system. As requested by KC Water, Program Manager will attend meetings with other City departments to review and provide recommendations on stormwater management best practices within the CSS to help reduce CSOs. Program Manager will provide a summary of meeting discussions along with recommended next steps related to implementation of the proposed stormwater improvements. Any hydraulic modeling

updates that may be needed as a result of proposed stormwater improvements will be performed as Optional Services.

III. OPTIONAL SERVICES

Under this Contract, the City may request the Program Manager to provide a wide range of staff resources to supplement and support City Staff with utility operations and implementation of the City's Infrastructure Programs. Any work requested by City that is not specifically stated in one of the Basic Scope of Services listed above, or work requested beyond the quantity defined in the Basic Scope of Services will be classified as Optional Services. Program Manager's contract maximum upper limit for compensation includes a total allowance amount of \$300,000.00 for Optional Services not yet authorized by City that may be required throughout the course of the work. This allowance amount shall not be utilized by Program Manager unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Program Manager approved to utilize any of the allowance amount, unless the City provides written authorization to Program Manager that includes the scope of work and for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Anticipated Optional Services may include, but not limited to:

Task Series 100 Programmatic Activities:

- a. Related to Task 103 – Consent Decree Compliance and Reporting:
 - Supporting the City with development of the Sewer Extension Report.
- b. Related to Task 104 – Program and Project Controls:
 - Further the on-going development of the SSP Dashboard to achieve the following goals:
 - Development of additional reports/dashboard views of KPI's for each SSP Team service lane or other dashboard update requests by KC Water.
 - Add Green Infrastructure Monitoring Data Dashboard.

Task Series 200 Asset Management:

- a. Related to Task 204 – Annual Sewer Rehabilitation Support:
 - Conducting sewer stream crossing inspections consisting of external and/or internal condition assessments.
 - Perform a NASSCO PACP V8 Evaluation on what changes may impact KC Water inspections and system characterization efforts.

Task Series 300 System Planning and Assessment:

Protocol Updates - Supporting the continuous improvement efforts, Program Manager will update Hydraulic Modeling Protocol with model validation approach, GARR integration, and

distributed model approach, Hydraulic Model Update Plan with CD planning horizon model updates, Flow Data Analysis Protocol, and I/I Roadmap to incorporate RMC comments regarding EPA SSOAP.

a. Related to Task 301 – System Planning and Hydraulic Assessment:

- Assist City with the hydraulic model screening of basin green infrastructure opportunities and diversion structure performance in one CSS basin selected by City. Assist City with implementing strategies and tactics for an enhanced adaptive management framework including Combined Sewer Overflow (CSO) solution optimization in one basin with cost-effective alternatives integrating green infrastructure for stormwater management, realization of enhanced existing system storage/conveyance potential through real-time flow controls, and near surface storage/conveyance, or a combination thereof.
- Long-Term Planning Coordination. Program Manager will support the City with long-term system planning and alignment with other City wastewater system projects and initiatives to identify opportunities for adaptive management and potential impacts on cost-effective CSO reduction. Incorporate non-SSP projects into hydraulic model as appropriate and collaborate with City project teams working on other City projects not included in the Consent Decree and other projects that directly impact City system.
 - Blue River WWTP optimization for interim conditions and potential project postponement of Blue River HRT beyond 2030, due to CSO reductions achieved by multiple Turkey Creek in-line gates.
- Model Updates with Recent Survey and Flow Data. Program manager will use 2024 flow meter data and project survey data to validate models are representative of the current system conditions. Validation of previous model will include updating the model with additional survey data collected and review with 2024 flow meter data against calibration tolerances. Documentation will include a brief summary memorandum of the results and recommendations of necessary next steps.
 - CID Basin (2 meters and Santa Fe PS SCADA data)
 - Pied Creek basin (3 meters)

b. Related to Task 302 – Systemwide Hydraulic Model Maintenance and Management:

- The FY25 Model Update Plan. Assist City with development of System Wide Hydraulic Model Update Plan to define priority model update activities to be performed in FY25.

c. Related to Task 305 - Manhole Survey Plans:

- Streamline the integration between City's GIS and collection system hydraulic models. Establish the primary source of collection system information and assist City with update of GIS to accurately represent the most reliable system data available.

Task Series 400 Project Delivery:

- Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.
- Provide a PM for the ASR: Waterways Inspections contract that is anticipated to be managed by the USACE.

Task Series 500 Private Inflow Reduction Implementation:

- a. Related to Task 501 - Private Inflow Reduction Implementation (Backflow Prevention Program Development Support):
 - Support KC Water in developing a City-Wide Backflow Prevention Program (CWBFP). This may include determining priority areas in both the CSS and SSS based on review of City's basement backup reporting information to identify property owners that have reported repeated basement backups and establishing eligibility requirements to identify property owners that qualify to participate in the BFPP. Synergies will be identified with Private Inflow Reduction Implementation.

Task Series 600 Green Infrastructure Implementation:

- a. Related to Task Series 600 Green Infrastructure Implementation:
 - Green Infrastructure Manual Updates. Updates to the KCMO Green Infrastructure Manual in coordination and alignment with ongoing regional stormwater standard updates.
 - Green Infrastructure Partnership Program Framework. Development of a green infrastructure partnership program framework to provide a consistent and standardized application process for other City departments and private developers to apply for SSP partnership funding to include green infrastructure within their projects.
 - Green Infrastructure Monitoring Data Dashboard. Development of a digital database of the SSP collected green infrastructure monitoring data. This database will be developed in coordination with the City and SSP dashboard development team so the data can be easily accessed on SSP Dashboard.
 - Development of project summary reports for completed green infrastructure pilot projects and additional green infrastructure projects.
 - Green Infrastructure Basin Implementation Plan: Develop basin green infrastructure implementation plan for one combined sewer basin selected by City. Task Series 300 model results will be used to evaluate watershed level green infrastructure opportunities consistent with the Brush Creek and Town Fork Creek Green Infrastructure Basin Implementation Plan process. Hydraulic modeling results that identify priority diversion structures within each CSS basin to integrate green infrastructure opportunities to optimize overflow control measures will be further evaluated in each basin plan using defined processes.

- Adaptive Management Plan Watershed Update: Complete updates to the 2018 Adaptive Management Plan to include the results of the new green infrastructure basin implementation plan for one CSS basin. Plan updates will include refining of green infrastructure opportunities listed in the original document to align with those identified in the new basin implementation plans. Plan update will be consistent in format and approach used for the FY 23 Adaptive Management Plan update to incorporate new Brush Creek and Town Fork Creek green infrastructure basin implementation plans. The new green infrastructure implementation plan for one CSS basin will be incorporated into the same Adaptive Management Plan Amendment document.
- Brush/Town Fork Creek 2D Modeling: Develop 2-dimensional model of Town Fork Creek and Brush Creek basins to establish surface flooding and flow conditions in the two priority basins for CSO reduction. The 2D model will assist in evaluating stormwater management and flooding issues as they relate to the combined sewer system. The model will also be used to support ongoing Bi-State Brush Creek improvement efforts with USACE.

IV. CITY'S RESPONSIBILITIES

City will furnish the following items, as required by the Basic Scope of Services, and not at the expense of the Program Manager:

- a. Provide to Program Manager available information pertinent to performance of the defined Basic Scope of Services, including GIS shape files of collection system asset inventory, collection system maintenance records, previous reports, drawings, specifications, wastewater system O&M records and any other data relative thereto.
- b. City will provide the services of at least one City employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- c. Manage collection system sensor network field services contracted by KC Water with others and provide information and data to Program Manager to support model refinements and updates, and to support other SSP projects.
- d. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by Program Manager.
- e. City will perform CCTV condition assessments of rehabilitated sewers during the correction period of SSP projects and identify defects to be corrected by Contractor.
- f. City's PMs will be responsible for managing the scope, schedule, budget, and potential risk exposure of each assigned project for them under SSP and to perform project management activities within the Project Delivery Task framework for the SSP.
- g. City will provide Program Manager with flow monitoring data collected by others under the City's Sensor Network Field Services Contract for approximately 20 monitoring locations for hydraulic model maintenance use.
- h. City will be responsible for maintenance and administration of City-provided project management system (e-Builder) and workflow planning, development and implementation of

new e-Builder functionality, and training system users on the use of new functionality to meet SSP needs.

- i. City will be responsible for providing gauge adjusted radar rainfall (GARR) data on a monthly basis. Continuous end of month GARR summary report documentation will be provided for events processed. Data sources, methodology, results, and statistical characterization will accompany the data. GARR data will be produced in gridded format (1x1 km) and at 5-min intervals. Coverage will consist of approximately 320 square miles as pixels and weighted basin averages. Approximately 75 rain gauges will be included in the analysis.

(End of Scope of Services)

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

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

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

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

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

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

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

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

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

2. Submittal Specifications

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

3. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

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

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

ATTACHMENT C

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

KC Water Services		Subconsultants																Summary Totals					
Smart Sewer Program FY25 Program Management Services		Total Hours	Total Labor Billings	3T Design & Development, LLC (MBE)	3T Design & Development, LLC (WBE)	DuBois Consultants, Inc. (MBE)	HG Consult, Inc. (MBE)	LimnoTech, Inc.	Lynchpin Ideas, LLC (WBE)	Macy Consulting Services, Inc. (WBE)	NEER Technologies, Inc. (MBE)	Parson & Associates, LLC (MBE)	SE3 Group, LLC (MBE)	Talliaferro & Browne, Inc. (MBE)	TREKK Design Group, LLC (WBE)	Vireo (Patti Banks Associates LLC dba Vireo) (WBE)	Total Subconsultants	Direct Expenses	Total Costs				
Task Number	Task Description																						
Task Series 100 -Programmatic Activities																							
101	Program Management and Administration	6,298	1,272,842	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	46,490	\$	1,319,332	
102	Procurement Contract Administration	1,893	300,728	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	9,465	\$	310,193	
103	Consent Decree Compliance Reporting	394	77,700	\$	-	-	-	-	5,000	-	-	-	-	-	-	-	-	-	\$	5,000	\$	84,670	
104	Program and Project Controls	3,358	671,384	\$	-	-	-	-	-	-	-	-	-	-	-	15,841	-	-	\$	15,841	\$	706,615	
105	Public Communications and Outreach	1,346	275,979	\$	-	-	-	-	-	149,000	\$	12,400	\$	90,000	\$	-	-	-	\$	251,400	\$	534,109	
106	Risk Management	960	177,600	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	4,800	\$	182,400	
107	Integration of Public Infrastructure	660	137,456	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	3,300	\$	140,756	
	100 Subtotal	14,909	2,913,689	\$	-	-	-	-	5,000	149,000	12,400	90,000	-	-	15,841	-	-	272,241	\$	92,145	\$	3,278,075	
Task Series 200 -Asset Management																							
201	Data Management Coordination	587	128,640	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	2,935	\$	131,575	
202	Asset Data Management	5,150	980,265	\$	210,000	\$	140,000	\$	-	-	-	-	-	-	-	-	-	-	\$	350,000	\$	1,356,015	
203	Document Management Systems	306	65,140	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	1,530	\$	66,670	
204	Annual Sewer Rehabilitation Support	1,004	213,400	\$	-	-	-	-	-	-	-	-	-	-	200,000	-	-	-	\$	200,000	\$	418,420	
205	Sewer Manhole Inspections	360	67,650	\$	-	-	-	-	-	-	-	-	-	-	-	320,000	-	-	\$	320,000	\$	389,450	
	200 Subtotal	7,407	1,455,095	\$	210,000	140,000	-	-	-	-	-	-	-	-	200,000	320,000	-	-	870,000	\$	37,035	\$	2,362,130
Task Series 300 -System Planning and Assessment																							
301	System Planning & Hydraulic Assessment	2,332	607,534	\$	-	-	45,000	\$	-	-	99,000	\$	-	-	-	-	-	-	\$	144,000	\$	763,194	
302	Systemwide Hydraulic Model Maintenance & Mgmt	1,630	319,400	\$	-	-	60,000	\$	-	-	-	\$	-	-	-	-	-	-	\$	60,000	\$	387,550	
303	Temporary Flow and Rainfall Monitoring Services	2,740	507,560	\$	-	-	-	\$	-	-	72,000	\$	-	287,750	\$	-	367,750	-	\$	727,500	\$	1,306,260	
304	Rainfall and Flow Data Analyses	672	117,428	\$	-	-	-	76,800	\$	-	112,500	\$	-	-	83,200	\$	-	-	\$	272,500	\$	393,288	
305	Manhole Survey Plans	156	33,540	\$	-	-	11,000	\$	-	-	-	\$	-	-	-	-	-	-	\$	11,000	\$	45,320	
	300 Subtotal	7,530	1,585,462	\$	-	-	116,000	76,800	-	-	283,500	-	287,750	83,200	367,750	-	-	1,215,000	\$	95,150	\$	2,895,612	
Task Series 400 -Project Delivery																							
401	Design Administration Management	1,692	437,534	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	8,460	\$	445,994	
402	Project Management Services	2,000	494,960	\$	-	-	-	-	-	-	-	-	-	-	155,000	\$	53,000	-	\$	208,000	\$	712,960	
403	Construction Administration Management	888	197,230	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	4,440	\$	201,670	
404	Field Operations Managers	3,909	874,690	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	54,545	\$	929,235	
405	Not Used	0	0	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	\$	-	
406	Resident Project Representative Services	0	0	\$	-	-	-	-	-	-	-	-	-	-	150,000	\$	-	-	\$	150,000	\$	150,000	
	400 Subtotal	8,489	2,004,414	\$	-	-	-	-	-	-	-	-	-	305,000	53,000	-	-	358,000	\$	77,445	\$	2,439,859	
Task Series 500 -NOT USED																							
Task Series 600 -Green Infrastructure Implementation																							
601	Green Infrastructure Program Management	790	155,540	\$	-	-	-	-	-	-	-	-	-	-	20,000	\$	-	-	\$	20,000	\$	179,490	
602	Green Infrastructure Maintenance Program	920	191,486	\$	-	-	-	-	-	-	-	-	-	-	73,000	\$	-	117,120	\$	190,120	\$	386,206	
603	Green Infrastructure Training	424	97,568	\$	-	-	-	-	-	-	-	-	-	-	23,100	\$	-	-	\$	23,100	\$	122,788	
604	Stormwater Management in CSS & Support Services	160	35,040	\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	800	\$	35,840	
	600 Subtotal	2,294	479,634	\$	-	-	-	-	-	-	-	-	-	116,100	117,120	-	-	233,220	\$	11,470	\$	724,324	
	Subtotal Task Series 100 - 600	40,629	8,438,294	\$	210,000	140,000	116,000	76,800	5,000	149,000	12,400	283,500	90,000	287,750	704,300	756,591	117,120	2,948,461	\$	313,245	\$	11,700,000	
	Optional Services		\$ 245,000															\$ 55,000			\$	300,000	
	Total FY25	40,629	8,683,294	\$	210,000	140,000	116,000	76,800	5,000	149,000	12,400	283,500	90,000	287,750	704,300	756,591	117,120	3,003,461	\$		\$	12,000,000	

ATTACHMENT C

**COMPENSATION SCHEDULE
(Effective Through 12/31/24)**

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Compensation Range</u>
General Office*	5	\$12.00 - \$40.00
Technician*	6	\$16.00 - \$46.00
Assistant*	7	\$18.00 - \$55.00
	8	\$20.00 - \$60.00
	9	\$24.00 - \$70.00
Staff*	10	\$25.00 - \$77.00
	11	\$27.00 - \$82.00
Senior	12	\$35.00 - \$86.00
	13	\$37.00 - \$97.00
Associate	14	\$43.00 - \$105.00
	15	\$57.00 - \$112.00
	16	\$63.00 - \$123.00
	17	\$73.00 - \$133.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$315 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (*) will be based on 1.5 times the employee's hourly billing rate.

7. A charge will be applied at a rate of \$5.00 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
8. The services of contract/agency and/or any personnel employed in the United States by a subsidiary or affiliate of Burns & McDonnell Engineering Company, Inc. shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell Engineering Company, Inc.”
9. The hourly compensation ranges shown above are effective through December 31, 2024 and subject to revision thereafter.
10. The services of all personnel employed by Burns & McDonnell India, a subsidiary to Burns & McDonnell Engineering Company, Inc. will be billed to Owner at a standard billing rate of \$110 per hour.

ATTACHMENT D

**CITY-LICENSED GEOGRAPHICAL INFORMATION
SYSTEM DATA**

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.

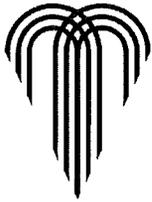
Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

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: Contractor Utilization Plan & 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 60810092

Project Title Smart Sewer Program Management Services (FY25)

Smart Sewer Program Management
(Department Project)

Water Services Department
Department

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

STATE OF Missouri)

COUNTY OF Jackson) ss

I, John Pruss, 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 15 % 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: 15 % MBE 10 %
WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 12,000,000.00

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 3T Design & Development, LLC (MBE/WBE)

Address 1838 B 78th Street, Kansas City, MO 64132

Telephone No. (816) 516-5977

I.R.S. No. 43-1953275



Name of M/WBE Firm DuBois Consultants, Inc. (MBE)
 Address 5737 Swope Parkway, Kansas City, MO 64130
 Telephone No. (816) 333-7700
 I.R.S. No. 43-1494206

Name of M/WBE Firm HG Consult, Inc. (MBE)
 Address 10512 N Euclid Ave., Kansas City, MO 64155
 Telephone No. (816) 912-4270
 I.R.S. No. 27-1675196

Name of M/WBE Firm Lynchpin Ideas, LLC (WBE)
 Address 7233 Jarboe Street, Kansas City, MO 64114
 Telephone No. (816) 674-1724
 I.R.S. No. 48-6781795

Name of M/WBE Firm Macy Consulting Services, Inc. (WBE)
 Address 6141 Walnut Street, Kansas City, MO 64113
 Telephone No. (816) 716-815
 I.R.S. No. 84-2322146

Name of M/WBE Firm NEER Technologies, Inc. (MBE)
 Address 3541 Jefferson Street, Kansas City, MO 64111
 Telephone No. 913-669-6411
 I.R.S. No. 84-1733924

(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>DuBois Consultants, Inc.</u>	<u></u>	<u>\$ 116,000.00</u>	<u>\$ 116,000.00</u>	<u></u>
<u>HG Consult, Inc.</u>	<u></u>	<u>\$ 76,800.00</u>	<u>\$ 76,800.00</u>	<u></u>
<u>NEER Technologies, Inc.</u>	<u></u>	<u>\$ 283,500.00</u>	<u>\$ 283,500.00</u>	<u></u>
<u>Parson & Associates</u>	<u></u>	<u>\$ 90,000.00</u>	<u>\$ 90,000.00</u>	<u></u>
<u>SE3 Group, LLC</u>	<u></u>	<u>\$ 287,750.00</u>	<u>\$ 287,750.00</u>	<u></u>
<u>Taliaferro & Browne, Inc.</u>	<u></u>	<u>\$ 734,300.00</u>	<u>\$ 734,300.00</u>	<u></u>
<u>3T Design & Development LLC</u>	<u></u>	<u>\$ 210,000.00</u>	<u>\$ 210,000.00</u>	<u></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: John Pruss
 Address: 9450 Ward Parkway

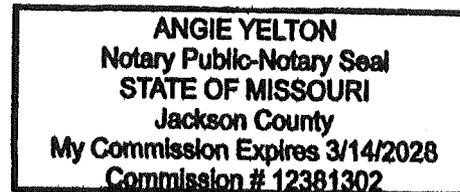
 Phone Number: 816-349-5679
 Facsimile number: _____
 E-mail Address: jjpruss@burnsmcd.com

By: *John Pruss*
 Title: Director, Program Mgmt
 Date: 6/13/24
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 13th day of June, 2024.

My Commission Expires: 3-14-28 *Angie Yelton*

 Notary Public



Additional MBE/WBE Firms:

Name of M/WBE Firm Parson & Associates (MBE)

Address 1518 E. 18th Street, Kansas City, MO 64108

Telephone No. (816) 216-6571

I.R.S. No. 33-1169076

Name of M/WBE Firm SE3 Group, LLC (MBE)

Address 8401 East Blue Parkway Drive, Suite 222, Kansas City, MO 64133

Telephone No. (816) 824-7266

I.R.S. No. 87-3361433

Name of M/WBE Firm Taliaferro & Browne, Inc. (MBE)

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 TREKK Design Group, LLC (WBE)

Address 1441 E. 104th Street, Suite 105, Kansas City, MO 64113

Telephone No. (816) 874-4655

I.R.S. No. 43-1953275

Name of M/WBE Firm Vireo (WBE)

Address 929 Walnut Street, Kansas City, MO 64106

Telephone No. (816) 756-5690

I.R.S. No. 43-1714841



LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services-FY25

Project Location/Number 60810092

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

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor 3T Design & Development, LLC (MBE) 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.]

Task 202-Asset Data Management – GIS support for the Smart Sewer Program (SSP) which may include maintenance of SSP project boundaries and coordination with other capital projects, assisting with GIS updates resulting from SSP projects.

Work associated with these tasks will be counted toward MBE credit.

for an estimated amount of \$ 210,000.00 (or % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
4/12/24
Date

State of Missouri

County of Jackson

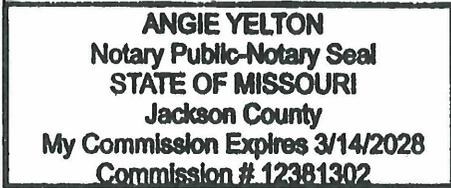
I, John Pruss, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 12th
day of June, 2024.

My Commission Expires: 3-14-28

Angie Yelton
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: 3T Design & Development, LLC

W. Ruth Turner
Signature: Prime Contractor
Principal
Title

W. Ruth Turner
Print Name
6/8/2024
Date

State of Missouri)

County of Jackson)

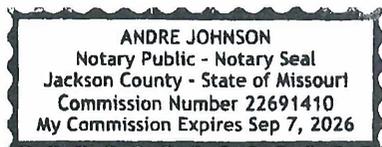
I, Andre Johnson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th
day of June, 2024.

My Commission Expires: Sept 7, 2026

[Signature]
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services-FY25
 Project Location/Number 60810092

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

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor DuBois Consultants, Inc 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.]
Task 301-SystemPlanning & Hydraulic Assessment, Task 302-Systemwide Hydraulic Model Maintenance & Management, Task 305-Manhole Survey Plans

for an estimated amount of \$116,000.00 (or _____% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: _____



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Smart Sewer Program Management Services-FY25

Project Location/Number 60810092

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor HG Consult, Inc. 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.]

Task 304-Rainfall and Flow Data Analyses

for an estimated amount of \$ 76,800.00 (or _____% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

State of Missouri

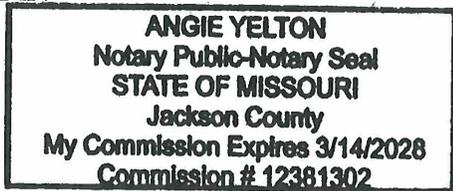
County of Jackson

I, John Pruss, 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 12th
day of June, 2024.

My Commission Expires: 3-14-28 Angie Yelton
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: HG Consult, Inc.

James M. Alexander
Signature: Prime Contractor
Associate Vice President
Title

James M. Alexander
Print Name
6/10/24
Date

State of Missouri)

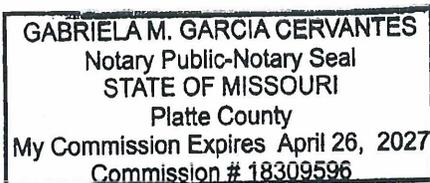
County of Platte .)

I, James M. Alexander, 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
day of 6-10, 2024.

My Commission Expires: 4-26-2027 Gabriela M. Garcia Cervantes
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services-FY25

Project Location/Number 60810092

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

PART 1: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Lynchpin Ideas, 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.]
Task 105 - Public Communications & Outreach

for an estimated amount of \$ 149,000.00 (or _____% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

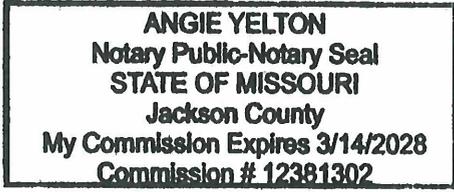
State of Missouri
County of Jackson

I, John Pruss, 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 12th
day of JUNE, 2024

My Commission Expires: 3-14-28 Angie Yelton
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Lynchpin Ideas, LLC

Laura J. Lynch
Signature: Prime Contractor
Owner
Title

Laura J. Lynch
Print Name
6/10/24
Date

State of Kansas)
County of Johnson)

I, Julianne Waters, 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 10th
day of JUNE, 2024

My Commission Expires: 10/31/2027 Julianne Waters
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Smart Sewer Program Management Services-FY25

Project Location/Number 60810092

PART 1: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Macy Consulting Services, Inc. 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.]
Task 105-Public Communications & Outreach

for an estimated amount of \$ 12,400.00 (or _____% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

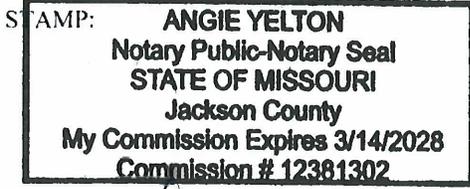
State of Missouri
County of Jackson

I, John Pruss, 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 12th
day of June 2024

My Commission Expires: 3-14-28

Angie Yelton
Notary Public



MWBE SUBCONTRACTOR BUSINESS NAME: Macy Consulting Services, Inc.

Babette May
Signature: Prime Contractor
President
Title

Babette May
Print Name
June 12, 2024
Date

State of Kansas)
County of Johnson)

I, Nicholas Ryan Border, 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
day of June 12, 2024

My Commission Expires: April 15, 2028

Nicholas Ryan Border
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title - Smart Sewer Program Management Services-FY25

Project Location/Number - 60810092

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor NIER Technologies, Inc. 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.]

Task 301 – System Planning & Hydraulic Assessment, Task 303 - Temporary Flow and Rainfall Monitoring Services, Task 304 - Rainfall and Flow Data Analyses

for an estimated amount of \$ \$283,500.00 (or _____% of the total estimated contract value.)

- M/W/DBE 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

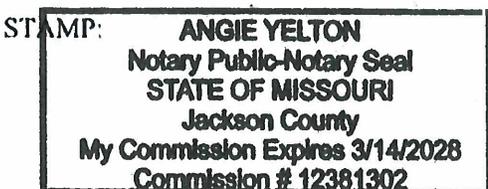
John Pruss
Print Name
6/12/24
Date

State of Missouri)
County of Jackson)

I, John Pruss, 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 12th
day of June, 2024

My Commission Expires: 3-14-28 Angie Yelton
Notary Public



MWDBE SUBCONTRACTOR BUSINESS NAME: NEER Technologies, Inc.

Burns
Signature: Subcontractor
Founder & CEO
Title

Elangoran Thevar
Print Name
06-08-2024
Date

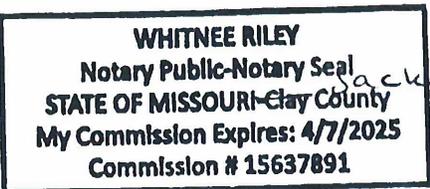
State of Missouri)
County of Jackson)

I, Whitnee Riley, 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
day of 8th, 2024
June

My Commission Expires: 4-7-25 Whitnee Riley
Notary Public

STAMP:



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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

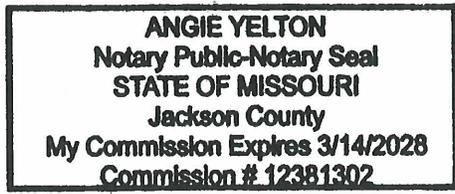
State of Missouri
County of Jackson

I, John Pruss, 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 12th
day of June, 2024

My Commission Expires: 3-14-28 Angie Yelton
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Parson & Associates

Robert "Jason" Parson
Signature: Prime Contractor
Robert
Title

Robert "Jason" Parson
Print Name
12 June 24
Date

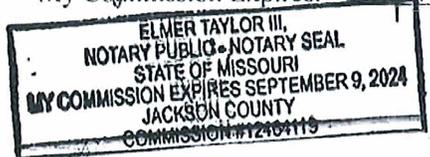
State of Missouri
County of Jackson

I, Robert Jason Parson, 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 12th
day of June, 2024

My Commission Expires: Sept 9, 2024 Elmer Taylor
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services-FY25

Project Location/Number 60810092

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

PART 1: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor SE3 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.]

Task 303 – Temporary Flow and Rainfall Monitoring Services

for an estimated amount of \$ 287,750.00 (or _____ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

State of Missouri

County of Jackson

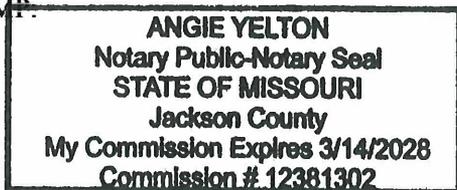
I, John Pruss, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 12th
day of June, 2024

My Commission Expires: 3-14-28

Angie Yelton
Notary Public

STAMP:



MWDB SUBCONTRACTOR BUSINESS NAME: SE3 Group, LLC

LeRon Fields
Signature: Prime Contractor
Vice President
Title

LeRon Fields
Print Name
06/10/2024
Date

State of Missouri)

County of Jackson)

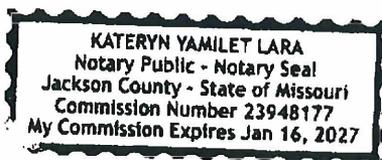
I, Kateryn Yamilet Lara, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 10th
day of June, 2024

My Commission Expires: 01/16/2027

Kateryn Yamilet Lara
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services- FY25

Project Location/Number 60810092

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

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Taliaferro & Browne, Inc. 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.]
Task 204 – Annual Sewer Rehabilitation Support, Task 304- Rainfall and Flow Data Analysis, Task 402- Project Management Services, Task 406 – Resident Project Representative Services, 601 – Green Infrastructure Program Management, Task 602 – Green Infrastructure Maintenance Program, Task 603 – Green Infrastructure Training, Owner Controlled Optional Service Authorization(s)

for an estimated amount of \$ 734,300.00 (or _____% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

State of Missouri
County of Jackson

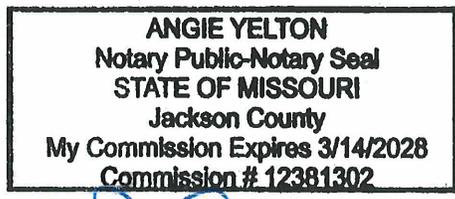
I, John Pruss, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 12th
day of June, 2024.

My Commission Expires: 3-14-28

Angie Yelton
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Browne, Inc.

Leonard Graham
Signature: Prime Contractor
President
Title

Leonard Graham
Print Name
6-11-2024
Date

State of Missouri)
County of Jackson)

I, Eartha J. Taylor, 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 11th
day of June, 2024.

My Commission Expires: 03-27-2026

Eartha J. Taylor
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:
 Original LOI:
 Updated LOI:

Project Name/Title Smart Sewer Program Management Services-FY25

Project Location/Number 60810092

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 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.]
Task 104 - Program and Project Controls, Task 205 – Sewer Manhole Inspections, Task 303 – Temporary Flow and Rainfall Monitoring Services, Task 402 – Project Management Services, Owner Controlled Optional Service Authorization(s)

for an estimated amount of \$ 781,626.00 (or _____ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle 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: Burns & McDonnell Engineering Company, Inc.

John Pruss
Signature: Prime Contractor
Director of Program Management
Title

John Pruss
Print Name
6/12/24
Date

State of Missouri
County of Jackson

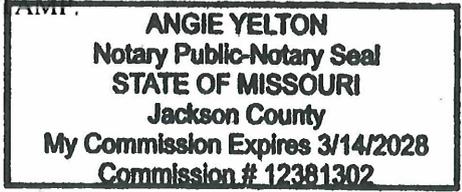
I, John Pruss, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 12th
day of June, 2024

My Commission Expires: 3-14-28

Angie Yelton
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Kimberly Robinett
Signature: Prime Contractor
CEO / Managing Member
Title

Kimberly Robinett
Print Name
6/10/24
Date

State of Missouri)
County of Jackson)

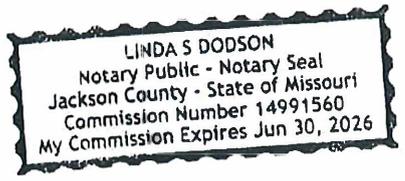
I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 10th
day of June, 2024.

My Commission Expires: 6/30/2026

Linda S Dodson
Notary Public

STAMP:



ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT G

TRUTH-IN-NEGOTIATION CERTIFICATE

ATTACHMENT H

**AFFIDAVIT OF COMPLIANCE WITH THE
FEDERAL CONSENT DECREE**

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

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

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, John Pruss, having full authority to act on behalf of Burns & McDonnell Engineering Company, Inc., do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: <https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Signature of affiant

On this ____ day of _____, 2024 before me, _____, a Notary Public in and for said state, personally appeared (_____), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Notary Public

My commission expires: _____

ATTACHMENT I
NON-CONSTRUCTION SUB LISTING

ATTACHMENT I

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.	Company: 3T Design & Development, LLC Contact: Ruth Turner, Principal Email: rturner@3t-kc.com	Address: 1838 B 78 th Street, Kansas City, MO 64132 Phone: (816) 516-5977
2.	Company: Dubois Consultants, Inc. Contact: Cervente Sudduth, President Email: csudduth@duboisengrs.com	Address: 7611 State Line Road, Kansas City, MO 64114 Phone: (816) 333-7700 Fax: (816) 333-7722
3.	Company: HG Consult, Inc. Contact: Earl Harrison Jr., President Email: eharrison@hgcons.com	Address: 10512 N Euclid Ave., Kansas City, MO 64155 Phone: (816) 912-4270
4.	Company: LimnoTech Email: hholmberg@limno.com	Address: 7300 Hudson Blvd, Ste 295, Oakdale, MN 55128 Phone: (651) 219-4071
5.	Company: Lynchpin Ideas, LLC Contact: Laura Lynch, Owner Email: laura@lynchpinideas.com	Address: 7233 Jarboe Street, Kansas City, MO 64114 Phone: (816) 674-1724
6.	Company: Macy Consulting Services, Inc. Contact: Babette Macy, President Email: babette.macy@link2built.com	Address: 6141 Walnut Street, Kansas City, MO 64113 Phone: (816) 716-8153
7.	Company: NEER Technologies, Inc. Contact: Elango Thevar, Founder & CEO Email: elango@neer.ai	Address: 3541 Jefferson Street, Kansas City, MO 64111 Phone: (913) 669-6411
8.	Company: Parson & Associates Contact: Robert 'Jason' Parson, President Email: jason@parsonkc.com	Address: 1518 E. 18th Street, Kansas City, MO 64108 Phone: (816) 216-6571
9.	Company: Patti Banks Associates LLC dba Vireo Contact: Robin Fordyce, Owner Email: robin@bevireo.com	Address: 929 Walnut Street, Suite 700, Kansas City, MO 64106 Phone: (816) 756-5690
10.	Company: SE3 Group, LLC Contact: LeRon Fields, Vice President Email: lfields@se3group.us	Address: 8401 East Blue Parkway Dr. Ste 222, Kansas City, MO 64133 Phone: (816) 824-7266
11.	Company: Taliaferro & Browne, Inc. Contact: Leonard Graham, President Email: lgraham@tb-engr.com	Address: 1020 E. 8th Street, Kansas City, MO 64106 Phone: (816) 283-3456 Fax: (816) 283-0810
12.	Company: TREKK Design Group, LLC Contact: Amy Gralap, Project Manager Email: agralapp@trekkdesigngroup.com	Address: 1441 E. 104th Street, Suite 105, Kansas City, MO 64143 Phone: (816) 874-4655 Fax: (816) 874-4665
13.		

Contractor – Company Name: Burns & McDonnell Engineering Company, Inc.
 Submitted By: John Pruss
 Title: Director of Program Management
 Telephone No.: (816) 627-4772
 Fax No.: (816) 822-3452
 E-mail: jjpruss@burnsmcd.com
 Date: June 26, 2023

ATTACHMENT J
NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

Application Number: _____ Final Payment
Ordinance Number: _____ Date: _____
City PO Number: _____ Ordinance Date: _____

Design Professional/Contractor:

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

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
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 Payments	[8]	_____	\$0.00
PAYMENT DUE CONTRACTOR (7-8)	[9]	_____	\$0.00

Instructions to Design Professional/Contractor:

1. 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.
2. If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. 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**).
4. 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: _____