DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 60810118/CONTRACT NO. 1704

FOR REGULATORY COMPLIANCE AND CAPITAL IMPROVEMENT PLANNING OPTIMIZATION

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:

Under this Design Professional Services (DPS) Agreement, the Program Manager will provide Consent Decree modification technical support services and collection system hydraulic modeling services to verify performance of completed projects and achievement of performance criteria for the 2024 Phase 1 Interim Milestone, as defined in the Consent Decree. Program Manager will also provide data management support services, green infrastructure post-construction performance monitoring and training services, and evaluation of alternative wet weather overflow control measures to optimize wastewater system performance and Consent Decree compliance.

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.

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 $4,600,000.00, as follows:

1. $3,024,590.00 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 $1,490,410.00. 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; public outreach materials; and $5.00 per staff hour technology fee. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $85,000.00 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 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 Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0304
Facsimile: (816) 513-0226
E-mail address: andy.shively@kcmo.org

Design Professional:

Burns & McDonnell Engineering Company, Inc.
John J. Pruss, P.E.
Director, Program Management
9450 Ward Parkway
Kanas City, MO 64114
Phone: (816) 627-4772
Facsimile: (816) 822-3452
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.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf

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.

Sec. 14. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

DocuSign Envelope ID: 4C4DE8F2-A511-409B-A3F6-C2C3A3343062

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date:_____

By: _____

Name: _____

Title: VICE PRESIDENT

KANSAS CITY, MISSOURI

Date: 9/13/2023

By: DocuSigned by: Andy Shively 5C2BE4AF648149C...

Name: Andy Shively, P.E.

Title: Deputy Director
Water Services Department

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by: Eric Clevenger 18F59B5A8EE444E... 9/25/2023

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. 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 Professioanl 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 provisions(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_1185221678150.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, refles 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: Regulatory Compliance and Capital Improvement Planning Optimization

City Project No: 60810118

City Contract No.: 1704

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 provide Consent Decree modification services and hydraulic modeling services to verify performance of completed projects and achievement of performance criteria for the 2024 Phase 1 Interim Milestone, as defined in the Consent Decree. Program Manager will also provide data management support services and green infrastructure implementation post-construction performance monitoring and training services through FY25.

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 – DATA MANAGEMENT

TASK SERIES 300 – SYSTEM PLANNING AND ASSESSMENT

TASK SERIES 400 – NOT USED

TASK SERIES 500 – WATER QUALITY MODELING ASSESSMENTS

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. Subtasks include:

a. 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.

b. 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.

102 PUBLIC COMMUNICATIONS AND OUTREACH

Assist the City with developing a NUCA CIP Rollout program as requested by KC Water.

103 CONSENT DECREE MODIFICATION STRATEGIC PLANNING

Program Manager will assist the City and its legal counsel in modification of the City's Consent Decree to enable biological nutrient removal (BNR) to be fully implemented at the Blue River Wastewater Treatment Plant by end of 2029. Consideration will be given to deferring select SSP Projects currently scheduled in the City's CIP to be contracted in years 2027 through 2035 to accommodate the additional regulatory compliance cost of BNR treatment process implementation without exceeding the City's total planned spend through 2035 as described in Appendix A of the Consent Decree. Assist City with updating its financial capability assessment; and revising the City's integrated long-term financial plan for Smart Sewer Program and KC Water Services wastewater CIP projects.

Participate in up to eighteen (18) meetings with regulatory agencies to present information and findings to support the City's proposed Consent Decree modification.

Prepare technical information in support of and inclusion in the City's Consent Decree modification, including proposed revised performance criteria at existing interim schedule milestones, overflow control measures and asset renewal projects, and all necessary figures and drawings. Revise draft documents based on comments received from City staff and prepare final documents for submittal to regulatory agencies.

Support Consent Decree modification negotiations during review of City's proposal by U.S. EPA, MDNR, and the United States DOJ. Support activities will include preparing briefing documents, participating in technical and financial negotiation meetings, and developing responses to information requests from these agencies on City's behalf.

104 PROJECT FUNDING APPLICATION ASSISTANCE

Program manager will provide staff augmentation to assist KC Water with identifying and completing applications for various State and Federal funding sources chosen by City to pursue, which may include CWSRF, BIL, USACOE Environmental Infrastructure Projects, EPA Sewer Overflow and Stormwater Reuse Municipal Grants Program, and FEMA Building Resilient Infrastructure and communities.

B. <u>TASK SERIES 200 – DATA MANAGEMENT</u>

201 UPDATE SYSTEMS OF RECORD

a. GIS System Updates. Assist KC Water with GIS system updates as requested by City by gathering information from SSP projects' initial system characterization, the end of the design phase and post construction.

b. Post-Construction Period Inspection. Assist KC Water with the creation of work orders to track post construction inspections performed by city maintenance staff for completed sewer collection system rehabilitation work during the correction period of each construction contract.
c. Assist KC Water develop SOP for performing GIS updates in KC Water GIS resulting from field inspections (manhole and CCTV).
d. Assist KC Water with cleanup of errors in City's Wincan CCTV database and prevent NASSCO extracts from being performed.
e. Aconex Archiving. Assist KC Water with archiving project data of thirteen active SSP projects currently stored in Aconex that have not yet had final payment. Work with Oracle to batch download documents, emails and workflows from Aconex and batch upload into the respective historical folder for each project in e-Builder.
f. SharePoint Archiving. Assist KC Water with archiving project data of SSP projects currently stored in City SharePoint or on Design Professional document management systems prior to the implementation of Aconex for document management. Create e-Builder project sites for SSP projects stored in SharePoint and move key project documents from City SharePoint and Design Professional document management systems to the appropriate e-Builder project folders. Batch upload all other documents stored in SharePoint or the Design Professional's document management system into the respective historical folder for each project in e-Builder.
g. e-Builder System Functionality. Identify needs for e-Builder functionality improvements to support SSP use cases. City will be responsible for workflow planning, development and implementation of new e-Builder functionality, and training system users on the use of new functionality to meet SSP needs.

C. TASK SERIES 300- SYSTEM PLANNING AND ASSESSMENT

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 models, including the following subtasks:

a. Pied Creek Basin. Program manager will complete the development of a pre-construction model network and complete model calibration and verification using data from up to 9 flow meters.
b. 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:

- NEID Green Infrastructure Pilot Project (3 Meters); Post-construction model validation and recalibration as needed.
- Relief Sewer: 45th St Project in Lower Basin; Post-construction review and incorporation into basin model and Year 1 of Post-construction flow data.
- 15th St Pump Station Upgrade and Sewer Separation Project in Lower Basin; Post-construction review and incorporation into basin model and Year 1 of Post-construction flow data.
- Town Fork Creek Baseline Project in Town Fork Creek Basin; Post-construction review and incorporation into basin model and Year 1 of Post-construction flow data.
- 31st and Broadway Sewer Separation Project in Turkey Creek Basin; Post-construction review and incorporation into basin model and incorporate Year 1 of Post-construction flow data.
- 40th Monroe Sewer Separation Project in Lower Blue River Basin; Post-design review to revise the sewer network to reflect major collection system design changes and incorporation into future conditions model.

Program Manager will prepare an executive summary of hydraulic assessment tasks conducted in this subtask.

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 and future conditions systemwide models at the completion of projects utilizing available post-construction performance data and the updated hydraulic models. This task is necessary to demonstrate the City's achievement of Consent Decree 2024 interim milestone performance criteria.

This includes the following subtasks:

a. The future conditions system-wide model for 2030 and 2035 capture conditions will be run one time in FY24 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.

b. Program Manager will update and recalibrate, as needed, the Middle Blue River and Blue River Central basin models using flow data from up to 53 meters to support system-wide model updates based on upstream basins being updated prior to downstream basins to eliminate uncertainties in downstream basin recalibrations. Model basin updates will include model enhancements based on collection system characterization, collection system sewer main extensions, and projects completed within each basin.

c. 2024 Interim CD Milestone Compliance Hydraulic Assessment. The Program Manager will use the 2024 interim conditions model to commence assessment of projects completed through December 31, 2024, utilizing available post-construction performance data and the updated hydraulic models for the 2024 CD interim milestone. Tasks include preparation of the integrated systemwide hydraulic model to assess the achievement of the 2024 CD interim milestone for the capture of wet weather flow in support of the CD Phase 1 Interim Percent Capture assessment. The systemwide hydraulic model will be used to assess CSO volumes at diversion structures for the typical year continuous simulation and I/I reduction at the basin level where I/I reduction projects have been completed.

This Task will include an assessment of completed control measures, percent captures, and model projected I/I reduction at the basin level in support of the 2024 CD interim milestone. Program Manager will document assessment in a technical memorandum to the CD in support of the 2024 CD interim milestone.

d. Program manager will assist the City with application of formal optimization technology to evaluate conveyance, storage, high-rate treatment, and I/I removal alternatives for the following Basins and design criteria.

- Program Manager will apply formal optimization technology to evaluate alternatives for the Northland basins (Line Creek, Rock Creek, and Birmingham). Determine the least-cost combination of capital improvements to resolve SSOs for the 2 year, 24 hours NOAA Atlas 14. Submit a technical memorandum summarizing the optimization methodology, assumptions and results from the analysis. Recommend high-priority capital improvement projects and additional investigation required in the northern basins.
- Application of formal optimization technology to evaluate alternatives for the Blue River Interceptor Sewer (Blue River South, Middle Blue River, Town Fork Creek, Brush Creek, Round Grove, Blue River Central, Gooseneck, and Lower Blue River). Determine the least-cost combination of capital improvements to resolve SSOs for the typical year NOAA Atlas 14, achieving a minimum of 85% in the combined sewer basins (Middle Blue River, Town Fork Creek, Brush Creek, Gooseneck, and Lower Blue River). Submit a technical memorandum summarizing the optimization methodology, assumptions and results from the analysis. Recommend high-priority capital improvement projects and additional investigation required along the Blue River Interceptor Sewer.

e. Program Manager will update and recalibrate, as needed, the Blue River North, Round Grove, and Lower Blue River basin models using flow data from up to 32 meters to

support system-wide model updates based on upstream basins being updated prior to downstream basins to eliminate uncertainties in downstream basin recalibrations. Model basin updates will include model enhancements based on collection system characterization, collection system sewer main extensions, and projects completed within each basin.

303 TEMPORARY FLOW AND RAINFALL MONITORING SERVICES

Smart Sensor Network Support: Provide staff augmentation to assist KC Water PM with monitoring and tracking the delivery of data deliverables, and development of scope and fee for the Smart Sensor Network. Collaborate with KC Water and DP of the Smart Sensor Network in effort to review data quality and minimize risk to the CITY. Assist PM upon request with analysis and review of Smart Sensor Network data and provide guidance when needed.

304 MANHOLE SURVEY PLANS

Program Manager will assist the City in developing a manhole and diversion structure survey plans for the NEID and Gooseneck Creek 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 25. These updated hydraulic models will be used for the development of the Further Measures Plan required by Consent Decree and the assessment of 2030 interim conditions, along with the schedule for basin model updates as defined in the FY23 Model Update Plan.

D. TASK SERIES 400 – Not Used

E. TASK SERIES 500 – WATER QUALITY MODELING ASSESSMENTS

501 INCREMENTAL IN-STREAM WATER QUALITY CHANGE

Through a subconsultant, Program Manager will assess the incremental change in stream water quality at select locations throughout the CSS at each Consent Decree interim milestone and final wet weather capture of 85 percent using CSO volumes derived from the SSP hydraulic model. Results will be documented in a technical memorandum and submitted to KC Water for review and comment. City review comments will be incorporated in a final technical memorandum submitted to the City.

F. TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION

601 POST-CONSTRUCTION PERFORMANCE MONITORING

a. Green Infrastructure Performance Monitoring: Program Manager will assist KC Water with continued performance monitoring of green infrastructure. Based on the 5-year monitoring plan, field support activities will include monitoring infiltration and performance testing. Modified Philip Dunne (MPD) infiltration testing at up to 190 locations and double ring infiltration testing at up to 17 locations, and permeable pavement percolation tests at up to 80 locations, as agreed to with City, and as

defined in the 5-Year Monitoring Plan. The field testing will evaluate the infiltration rates and performance of green infrastructure. Program Manager will provide support for testing and documentation of field test results. Program Manager will develop a draft and final performance monitoring report documenting the results of the performance testing.

b. Opti CMAC at Additional Sites: Program Manager will assist KC Water identify and evaluate up to four existing stormwater management sites for potential retrofits with Opti CMAC and assist City select six sites for Opti CMAC implementation FY24 and FY25. Work will include site visits to characterize the existing inflow and outflow configurations. Conceptual design for retrofitting or reconfiguring outlet structures will be developed to facilitate Opti CMAC technology deployment. An opinion of probable construction cost will be developed for each site. Upon approval by City to move forward with identified sites, Program Manager will develop design and construction documents for City to bid three sites. Program Manager will provide bid, construction administration, and Opti CMAC site commissioning support services as requested by the City.

c. Existing Green Infrastructure Troubleshooting/Retrofits: Program Manager will assist KC Water with green infrastructure troubleshooting for existing sites experiencing performance issues as requested by City. Assistance will include troubleshooting of issues and preliminary design of retrofit solutions. Detailed design and construction phase services will be provided as Optional Services. Program Manager will assist City with up to three (3) retrofit preliminary design solutions.

d. Establishment Period Inspections: Program Manager will assist KC Water with performing condition assessments of new green infrastructure installations during the plant establishment and contractor correction/maintenance periods for up to three (3) green infrastructure projects.

602 GREEN INFRASTRUCTURE TRAINING

a. Green Infrastructure Construction, Inspection and Maintenance Training: Program Manager will provide staff augmentation to assist KC Water develop green infrastructure construction, inspection, and maintenance training for contractors participating in the Green Space Operations and Maintenance Program. This training is intended to replace the former NGICP training that the City has facilitated in the past. The green infrastructure construction, inspection, and maintenance training will build on lessons learned from NGICP training and be catered to the specific audience that will be building, inspecting, and maintaining the City's green infrastructure assets.

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 $385,000.00 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:

1. Assist the City in developing tools for managing the City's Green Infrastructure O&M Program to meet the key performance indicators.
2. 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.
3. 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.
4. Task 302 Optimizations - Assist the City with application of formal optimization technology to evaluate conveyance, storage, high-rate treatment, and I/I removal alternatives for the following Basins and design criteria.
    a. Application of formal optimization technology to evaluate alternatives for the Systemwide Model. Determine the least-cost combination of capital improvements to resolve SSOs for the typical year NOAA Atlas 14, achieving a minimum of 85% in the combined sewer basins (Middle Blue River, Town Fork Creek, Brush Creek, Gooseneck, Turkey Creek, CID, NEID, and Lower Blue River). Recommend high-priority capital improvement projects and additional investigation required for the Systemwide Model.
    b. Application of multi-objective optimization to Systemwide optimization model to determine the sequence of project implementation that achieves maximum return on investment. The objective of this task is to apply formal optimization technology to prioritize capital improvements required to achieve Consent Decree compliance. Formulate Optimizer to include all recommended overflow control measure improvements from city-wide optimization and individual basin optimizations such that the optimization will evaluate and prioritize the sequence of implementing these control measures.

c. Adaptive Management Framework – Program Manager will assist City strategically drive overflow control program solution optimization including extensive utilization of green infrastructure in lieu of and in addition to structural controls, potential re-ordering, or substitution of projects in a manner to achieve interim and final wet weather flow capture requirements. Assist City with managing risk and formulate basis for strategic execution of adaptive management. Conduct coordination meetings with City staff 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. Develop 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.

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:

1. 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.
2. 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.
3. 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.
4. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by Program Manager.
5. 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.
6. City will provide Program Manager with flow monitoring data collected by others under the City's Smart Sewer Network Field Services Contract for approximately 20 monitoring locations for hydraulic model maintenance use.
7. 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.

(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
Regulatory Compliance and Capital Improvement Planning Optimization

		Labor		Subconsultants													Summary Totals	
Task Number	Task Description	Total Hours	Total Labor Billings	3T-WBE/MBE (MBE/WBE)	Babette Macy-WBE	Dubois-MBE	HG -MBE	Lynchpin- WBE	Parson-MBE	T&B-MBE	Trekk-WBE	Limnotech	Vireo-WBE	NEER - MBE	HydroDigital	Total Subconsultants	Direct Expenses	Total Costs
Task Series 100: Programmatic Activities																		
101	Program Management and Administration	760	178,348	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ 11,410	$ 189,758
102	Public Communications & Outreach	16	2,800	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ -			$ 15,000	$ 80	$ 17,880
103	CD Modification Strategic Planning	3,064	818,052	$ -	$ -	$ -	$ -	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -			$ 50,000	$ 15,320	$ 883,372
104	Project Funding Application Assistance	336	68,525	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ 10,000	$ 1,680	$ 80,200
	100 Subtotal	**4,176**	**1,067,725**	**$ -**	**$ 10,000**	**$ -**	**$ -**	**$ 40,000**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 75,000**	**$ 28,490**	**$ 1,171,210**
Task Series 200: Data Management																		
201	Data Management Coordination	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
201	Update Systems of Record	1,561	242,740	$ 288,000	$ -	$ -	$ -	$ -	$ -	$ 45,000	$ 78,000	$ -	$ -			$ 411,000	$ 57,805	$ 711,545
	200 Subtotal	**1,561**	**242,740**	**$ 288,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,000**	**$ 78,000**	**$ -**	**$ -**	**$ -**		**$ 411,000**	**$ 57,805**	**$ 711,545**
Task Series 300: System Planning and Assessment																		
301	System Planning & Hydraulic Assessment	1,844	393,637	$ -	$ -	$ 110,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,500	$ -	$ 170,500	$ 9,220	$ 573,357
302	Systemwide Hydraulic Model Maintenance & Mgmt	3,883	789,100	$ -	$ -	$ 84,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,300	$ 150,000	$ 315,000	$ 19,415	$ 1,123,515
303	Temporary Flow and Rainfall Monitoring Services	528	82,512	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,640	$ 85,152
304	Manhole Survey Plans	224	36,012	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,600	$ -	$ 6,600	$ 1,120	$ 43,732
	300 Subtotal	**6,479**	**1,301,261**	**$ -**	**$ -**	**$ 194,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 147,400**	**$ 150,000**	**$ 492,100**	**$ 32,395**	**$ 1,825,756**
Task Series 400: Not Used																		
Task Series 500: Water Quality Modeling Assessments																		
501	Incremental In-Stream Water Quality Change	16	4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ -			$ 50,000	$ 80	$ 54,080
	500 Subtotal	**16**	**4,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,000**	**$ -**	**$ -**		**$ 50,000**	**$ 80**	**$ 54,080**
Task Series 600: Green Infrastructure Implementation																		
601	Post-Construction Performance Monitoring	2,044	319,352	$ -	$ -	$ -	$ 80,000	$ -	$ -	$ 80,000	$ 40,000	$ -	$ 110,000			$ 310,000	$ 11,720	$ 641,072
602	Green Infrastructure Training	604	89,512	$ -	$ 1,200	$ -	$ 8,600	$ -	$ -	$ 8,000	$ -	$ -	$ -			$ 17,800	$ 4,020	$ 111,332
	600 Subtotal	**2,648**	**408,864**	**$ -**	**$ 1,200**	**$ -**	**$ 88,600**	**$ -**	**$ -**	**$ 88,000**	**$ 40,000**	**$ -**	**$ 110,000**	**$ -**		**$ 327,800**	**$ 15,740**	**$ 752,404**
	Subtotal Task Series 100 - 600	**14,880**	**3,024,590**	**$ 288,000**	**$ 11,200**	**$ 194,700**	**$ 88,600**	**$ 40,000**	**$ 25,000**	**$ 133,000**	**$ 118,000**	**$ 50,000**	**$ 110,000**	**$ 147,400**	**$ 150,000**	**$ 1,355,900**	**$ 134,510**	**$ 4,515,000**
	Optional services																	**$ 85,000**
	Total	**14,880**	**$ 3,024,590**	**$ 288,000**	**$ 11,200**	**$ 194,700**	**$ 88,600**	**$ 40,000**	**$ 25,000**	**$ 133,000**	**$ 118,000**	**$ 50,000**	**$ 110,000**	**$ 147,400**	**$ 150,000**	**$ 1,355,900**	**$ 134,510**	**$ 4,600,000**

ATTACHMENT C

COMPENSATION SCHEDULE
(Effective Through 12/31/23)

Position Classification	Classification Level	Hourly Compensation Range
General Office*	5	$11.00 - $39.00
Technician*	6	$16.00 - $45.00
Assistant*	7	$18.00 - $55.00
	8	$19.00 - $60.00
	9	$23.00 - $70.00
Staff*	10	$24.00 - $77.00
	11	$25.00 - $82.00
Senior	12	$34.00 - $86.00
	13	$36.00 - $97.00
Associate	14	$42.00 - $105.00
	15	$56.00 - $112.00
	16	$61.00 - $123.00
	17	$71.00 - $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 $300 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, 2023 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 $100/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 60810118

Project Title Regulatory Compliance and Capital Improvement Planning Optimization

Smart Sewer Program Management (Department Project)

Water Services Department Department

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

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: $** 4,600,000.00

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 (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) 716-8153
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
DuBois Consultants, Inc.		$ 194,700.00	$ 194,700.00	4.20
HG Consult, Inc.		$ 88,600.00	$ 88,600.00	1.90
NEER Technologies, Inc.		$ 147,400.00	$ 147,400.00	3.20
Parson & Associates		$ 25,000.00	$ 25,000.00	0.50
3T Design & Development LLC		$ 100,800.00	$ 100,800.00	2.20
Taliaferro & Browne, Inc.		$ 133,000.00	$ 133,000.00	2.90

TOTAL MBE $ / TOTAL MBE %: $ 689,500.00 15.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Macy Consulting Services, Inc.		$ 11,200.00	$ 11,200.00	0.20
Lynchpin Ideas, LLC		$ 40,000.00	$ 40,000.00	0.90
TREKK Design Group, LLC		$ 118,000.00	$ 118,000.00	2.60
Patti Banks Associates LLC dba Vireo		$ 110,000.00	$ 110,000.00	2.40
3T Design & Development LLC		$ 187,200.00	$ 187,200.00	4.10

TOTAL WBE $ / TOTAL WBE %: $ 466,400.00 10.00 %

*"Subcontract Amount" refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

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

Bidder/Proposer primary contact: John Pruss
Address: 9450 Ward Parkway
Kansas City, Missouri 64114
Phone Number: (816) 349-6679
Facsimile number: _____
E-mail Address: jpruss@burnsmcd.com

By: John J Pruss
Title: Director, Program Management
Date: 6/8/2023
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 8th day of June, 2023.

My Commission Expires: 6/9/2024

Lisa Sturgeon
Notary Public

LISA STURGEON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 6/9/2024
COMMISSION # 20535239

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 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 61413

Telephone No. (816) 874-4655

I.R.S. No. 43-1953275

Name of M/WBE Firm Patti Banks Associates LLC dba 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

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor 3T Design & Development, 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 201 – Update systems of record associated with KC Water GIS and City's Wincan CCTV database.

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

for an estimated amount of $ 100,800.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/13/2023
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 13th day of June, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

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

Ruth Turner
Signature: Subcontractor

Ruth Turner
Print Name

Principal
Title

6/9/2023
Date

State of Missouri)

County of Jackson)

I, Colleen D Waddell, 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, 2023

My Commission Expires: 10/26/2026

Colleen D Waddell
Notary Public

STAMP:

Colleen Waddell
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Oct 26, 2026
Commission # 22168598

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor 3T Design & Development, 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 201 – Updating and archiving systems of record associated with Aconex, SharePoint, and e-Builder.

Work associated with these tasks will be counted toward **WBE** credit.

for an estimated amount of $ 187,200.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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 13th day of June, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

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

Ruth Turner
Signature: Subcontractor

Ruth Turner
Print Name

Principal
Title

6/9/2023
Date

State of Missouri)

County of Jackson)

I, Colleen D Waddell, 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, 2023

My Commission Expires: 10/26/2026

Colleen D Waddell
Notary Public

STAMP:

Colleen Waddell
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Oct 26, 2026
Commission # 22168598

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE 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 – System Planning & Hydraulic Assessment and Task 302 – Systemwide Hydraulic Model Maintenance & Management.

for an estimated amount of $ 194,700.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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 13th day of June, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Dubois Consultants, Inc.

Signature: Subcontractor

Cervante D. Sudduth
Print Name

President
Title

6/9/2023
Date

State of Missouri)

County of Jackson)

I, Dana Bartch, 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 9th day of June, 2023

My Commission Expires: 04-27-2027

Dana Bartch
Notary Public

STAMP:

DANA BARTCH
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 27, 2027
CLAY COUNTY
COMMISSION #23333566

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE 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 601 – Post-Construction Performance Monitoring and Task 602 – Green Infrastructure Training

for an estimated amount of $ 88,600.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [x] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: HG Consult, Inc.

Earl Harrison Jr
Signature: Subcontractor

Earl Harrison Jr
Print Name

President
Title

6/8/2023
Date

State of Missouri)

County of Clay)

I, Carol Allen, 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 8 day of June 2023

My Commission Expires: 8-17-24

Notary Public

STAMP:

CAROL ALLEN
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Aug. 17, 2024
Commission # 20746587

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE 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 102 – Public Communications & Outreach, Task 103 – Consent Decree Modification Strategic Planning

for an estimated amount of $ 40,000.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP: ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Lynchpin Ideas, LLC

Laura Lynch
Signature: Subcontractor

Laura Lynch
Print Name

Owner
Title

June 9, 2023
Date

State of Missouri)

County of Jackson)

I, Jeffrey L Curran 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 9th day of June 2023

My Commission Expires: 3/18/25

Notary Public

STAMP:

JEFFREY L CURRAN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My commission expires: March 18, 2025
ID. #15878511

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE 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 104 – Project Funding Application Assistance, Task 602 – Green Infrastructure Training

for an estimated amount of $ 11,200.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Macy Consulting Services, Inc.

Signature: Subcontractor

Babette Macy
Print Name

President
Title

June 9, 2023
Date

State of Kansas)

County of Johnson)

I, Babette Macy, 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 9 2023

My Commission Expires: 11-8-2025

Lauren Walker
Notary Public

STAMP:

LAUREN WALKER
Notary Public, State of Kansas
My Appointment Expires
11-8-2025

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor NEER 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 302 - Systemwide Hydraulic Model Maintenance & Management, Task 304 - Manhole Survey Plans.

for an estimated amount of $ $147,400.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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 13th day of June, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP: ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: NEER Technologies, Inc.

Elango
Signature: Subcontractor

Elango Thevar
Print Name

Founder & CEO
Title

06-12-2023
Date

State of Missouri)

County of Jackson)

I, Colleen Goucher, 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, 2023

My Commission Expires: 10/05/2026

Notary Public

STAMP:

COLLEEN GOUCHER
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 11185753
My Commission Expires Oct 5, 2026

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

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

Task 103 – Consent Decree Modification Strategic Planning

for an estimated amount of $ 25,000.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
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, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Parson & Associates

Signature: Subcontractor

Robert "Jason" Parson
Print Name

President
Title

8 June 23
Date

State of Missouri)

County of Cass)

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

Subscribed and sworn to before me, a notary public, on this 8th day of June 2023

My Commission Expires: September 9, 2024

Elmer Taylor III
Notary Public

STAMP:
ELMER TAYLOR III,
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 9, 2024
JACKSON COUNTY
COMMISSION #12381302

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE 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 201 – Update Systems of Record, Task 601 – Post-Construction Performance Monitoring, and Task 602 – Green Infrastructure Training

for an estimated amount of $ 133,000.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [x] 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

John Pruss
Print Name

Director of Program Management
Title

6/13/2023
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 13th day of June, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Browne, Inc.

Leonard J. Graham
Signature: Subcontractor

Leonard J. Graham
Print Name

President
Title

6.13.2023
Date

State of Missouri)

County of Jackson)

I, Cynthia Moton, 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 13th day of June, 2023

My Commission Expires: 11-26-2023

Cynthia Moton
Notary Public

STAMP:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

CYNTHIA MOTON
My Commission Expires
November 26, 2023
Jackson County
Commission #11266551

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

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

Task 201 – Update Systems of Record, Task 601 – Post-Construction Performance Monitoring

for an estimated amount of $ 118,000.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [x] 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

John Pruss
Print Name

Director of Program Management
Title

6/13/2023
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 13th day of June, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Signature: Subcontractor

Kimberly Robinett
Print Name

CEO / managing member
Title

6/12/2023
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 12th day of June, 2023

My Commission Expires: 6/30/2026

Linda S Dodson
Notary Public

STAMP:
LINDA S DODSON
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 14991560
My Commission Expires Jun 30, 2026

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	X
Updated LOI:	

Project Name/Title - Regulatory Compliance and Capital Improvement Planning Optimization

Project Location/Number - 60810118

PART I: Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Patti Banks Associates LLC dba Vireo, 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 601 – Post-Construction Performance Monitoring

for an estimated amount of $ 110,000.00 (or _____% of the total estimated contract value.)

M/WBE Vendor type:

- [X] 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:

- [X] 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

John Pruss
Print Name

Director of Program Management
Title

6/12/2023
Date

State of)

County of)

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, 2023

My Commission Expires: 3-14-24

Angie Yelton
Notary Public

STAMP:
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Patti Banks Associates LLC dba Vireo

Robin Fordyce
Signature: Subcontractor

Robin Fordyce
Print Name

Owner
Title

June 12, 2023
Date

State of Missouri)

County of Jackson)

I, Robin Fordyce, 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, 2023

My Commission Expires: Jan 3, 2026

Jessica Lee
Notary Public

STAMP:

JESSICA LEE
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22706670
My Commission Expires Jan 3, 2026

TIMETABLE FOR MBE/WBE UTILIZATION

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

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

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT
(Check one only)

15 days	☐	75 days	☐	135 days	☐
30 days	☐	90 days	☐	150 days	☐
45 days	☐	105 days	☐	165 days	☐
60 days	☐	120 days	☐	180 days	☐

Other 365 Days (Specify)

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

PLEASE NOTE: Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

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

John J Pruss
(Signature)

Director, Program Management
(Position with Firm)

6/8/2023
(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

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

Project Goals:	15 % MBE	10 % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

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

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

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

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

   perform the following scope of work: _____.
   (Scope of work of old firm)

   b. ☐ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

   _____ % MBE_____% WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

   TO

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

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

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

☐ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

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

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

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

☐ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

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

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

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

Dated:_____ _____
(Bidder/Proposer/Contractor)

_____
By: (Authorized Representative)

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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

3 (✓) ☐ Prevailing wage does not apply; or

(✓) ☐ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

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

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

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

DocuSign Envelope ID: CF07562F-6A3B-4EF2-A92A-60C48F7AB190

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR_____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, 689,500.00, before me

appeared _____, to me personally known to be the

_____of the_____,

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

_____ as its free act and deed.

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

My commission expires:

_____ _____
Notary Public

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐MBE ☐ WBE ☐ DBE ☐ NA
List certifications: _____

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

Business Entity Type:
(___) Missouri Corporation
(___) Foreign Corporation
(___) Fictitious Name Corporation
(___) Sole Proprietor
(___) Limited Liability Company
(___) Partnership
(___) Joint Venture
(___) Other (Specify)

Subcontractor's Legal Name and Address

_____

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

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

By: _____ _____
(Signature) (Print Name)

_____ _____
(Title) (Date)

NOTARY

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

My Commission Expires:_____ By_____

_____ _____
Print Name Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 27th day of June, 2023, before me appeared John Pruss, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

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

Affiant's signature

Subscribed and sworn to before me this 27th day of June, 2023.

Notary Public

My Commission expires: 3-14-24

ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

ATTACHMENT G

TRUTH-IN-NEGOTIATION CERTIFICATE

ATTACHMENT G

Truth-In-Negotiation Certificate

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

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

STATE OF MISSOURI)
) ss.
COUNTY OF JACKOSN)

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

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Smart Sewer Program Management Services.

2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.

3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.

John Pruss
Signature of affiant

On this 27th day of June, 2023 before me, Angie Yelton, a Notary Public in and for said state, personally appeared (John Pruss), 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.

ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

Angie Yelton
Notary Public My commission expires: 3-14-24

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.

John Pruss

Signature of affiant

On this 27th day of June, 2023 before me, Angie Yelton, a Notary Public in and for said state, personally appeared (John Pruss), 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.

Angie Yelton

Notary Public

My commission expires: 3-14-24

ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

ATTACHMENT I

NON-CONSTRUCTION SUBCONTRACTORS 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 78th Street, Kansas City, MO 64132 Phone: (816) 516-5977
2.	Company: Dubois Consultants, Inc. Contact: Cervente Sudduth, President Email: csudduth@duboisengrs.com	Address: 5737 Swope Parkway, Kansas City, MO 64130 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: HydroDigital, LLC Contact: Luis Montestruque, Ph.D. Email: luis.montestruque@HydroDigital.com	Address: PO Box 1243 South Bend, IN 46624 Phone: (574) 360-1093
5.	Company: LimnoTech Contact: Hans Holmberg Email: hholmberg@limno.com	Address: 7300 Hudson Blvd., Oakdale, MN 55128 Phone: (651) 330-6038
6.	Company: Lynchpin Ideas, LLC Contact: Laura Lynch, Owner Email: laura@lynchpinideas.com	Address: 7233 Jarboe Street, Kansas City, MO 64114 Phone: (816) 674-1724
7.	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
8.	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
9.	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
10.	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
11.	Company: TREKK Design Group, LLC Contact: Amy Gralap, Project Manager Email: agralapp@trekkdesigngroup.com	Address: 1441 E. 104th Street, Suite 105, Kansas City, MO 61413 Phone: (816) 874-4655 Fax: (816) 874-4665
12.	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

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 _____

Final Payment ☐

Application Number: _____ Date:_____

Ordinance Number: _____ Ordinance Date:_____

City PO Number: _____

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		
Unathorized 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:_____

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 1704 PROJECT NO. 60810118
REGULATORY COMPLIANCE AND CAPITAL IMPROVEMENT PLANNING

OPTIMIZATION

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Company, Inc. (Design Professional). The parties amend the Agreement entered into on September 25, 2023, as follows:

WHEREAS, City has previously entered into a contract dated September 25, 2023 in the amount of $4,600,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of $900,000.00, to amend the total contract amount to $5,500,000.00; and

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

A. Add the following section(s):
   a. Attachment A-Scope of Services, Sec. II.C-Task Series 300, Task 301 System Planning and Hydraulic Assessment, Subparagraph c.:

      c. 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 2030 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:

         - Brimingham I/I Reduction Area 2 (11 Meters): Post-construction model validation and recalibration as necessary.
         - 31st and Hardesty Relief Sewer (13 Meters): Post-construction model validation and recalibration as necessary.
         - Northern Basins Project 1 (Pied Creek) (5 Meters): Post-construction model validation and recalibration as necessary.
         - Sewer Separation Outfall 054 (2 Meters): Post-construction model validation and recalibration as necessary.
         - Outfall 055 (2 Meters): Post-construction model validation and recalibration as necessary.

b. Attachment A-Scope of Services, Sec. II.C-Task Series 300, Task 302 Systemwide Hydraulic Model Maintenance and Management, Subparagraph f.:

f. Program Manager will update and recalibrate, as needed, the basin models using flow data from up to 44 meters to support system-wide model updates based on upstream basins being updated prior to downstream basins to eliminate uncertainties in downstream basin recalibrations. Model basin updates will include model enhancements based on collection system characterization, collection system sewer main extensions, and projects completed within each basin.

- Gooseneck Basin (24 Meters); Basin update, diversion structure update to survey data, validation and recalibration, existing conditions evaluation, and documentation.
- Little Blue Valley Basin (12 meters); Model build, validation and calibration with pre-construction and post-construction flow data, existing conditions evaluation, and documentation.
- Middle Blue River Area 13 (5 meters); Basin update, validation and calibration with post-construction flow data, existing conditions evaluation, and documentation.

c. Attachment A-Scope of Services, Sec. II.C-Task Series 300, Task 302 Systemwide Hydraulic Model Maintenance and Management, Subparagraph g.:

g. 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.

- Coordination with KC Water and Design professionals on Blue River WWTP and Birmingham WWTP; this coordination includes model evaluation and collaboration on potential flow scenarios at Buckeye PS and Birmingham WWTP.
- Dykes Branch relief sewer coordination with Design Professional (DP).
- Mission Hills SSO Alternatives Analysis - Assumes 4 alternatives will be reviewed, including development of blanket I/I reduction to eliminate relief sewer.
- The City has also requested flow scenarios for Line Creek PS, this will be worked in coordination with the Westside WWTP flow balance.

- Continuation of negotiations with Satellite Communities (e.g., JCW contract negotiations Dykes Branch and Mission Hills) on flow contributions and impacts to downstream projects.
- Continuation of support to the City on non-SSP projects: NDA Project, Pied Creek Project, and Somera Road Development.

d. Attachment A-Scope of Services, Sec. II.C-Task Series 300, Task 304 Manhole Survey Plans:

Through a subconsultant, Program Manager will locate (where readily possible) and perform up to 80 diversion structure condition assessments and surveys to support further development and implementation of the hydraulic model updates as described in Task 302-Systemwide Hydraulic Model Maintenance and Management.

Diversion structure 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 set 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, surcharged conditions, 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, through a subconsultant, will perform survey and MACP condition assessments for the manholes that are accessible. Based on Program Manager's experience in FY2021, FY2022, FY2023, FY2024, and FY2025 for budgetary purposes it is assumed the cost for diversion structure field surveys will average $850 per manhole. These average costs are a blended rate based on previously completed condition assessments and field surveys. This will include the following subtasks:

a. Deliverables: Prepare and provide deliverables in accordance with City protocols. Prepare and provide an updated City ArcGIS geodatabase following City schema provided by City with updated attributes and updated pipe network connectivity.

b. CNL Manhole Action List: If the field crew spends a minimum of thirty minutes searching for a manhole and cannot locate it, the unfound manhole will be put on an Action List.

c. 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.

d. CNO Manhole Action List: Manholes that cannot be opened by Program Manager will be identified on an action list and provided to the City to be opened.

B. Delete and replace the following section:
   a. Delete Attachment A-Scope of Services, Sec. II.C-Task Series 300, Task 302 Systemwide Hydraulic Model Maintenance and Management, Subparagraph d and replace with the following Sec. II.C-Task Series 300, Task 302 Systemwide Hydraulic Model Maintenance and Management, Subparagraph d.:

      d. Not used.

   b. Delete Attachment A-Scope of Services, Sec. II.C-Task Series 300, Task 302 Systemwide Hydraulic Model Maintenance and Management, Subparagraph e and replace with the following Sec. II.C-Task Series 300, Task 302 Systemwide Hydraulic Model Maintenance and Management, Subparagraph e.:

      e. Program Manager will update and recalibrate, as needed, the Blue River North and Round Grove basin models using flow data from up to 23 meters to support system-wide model updates based on upstream basins being updated prior to downstream basins to eliminate uncertainties in downstream basin recalibrations. Model basin updates will include model enhancements based on collection system characterization, collection system sewer main extensions, and projects completed within each basin.

   c. Delete Attachment C-Engineering Fee Summary and Schedule of Positions and replace with the following Attachment C-Engineering Fee Summary and Schedule of Positions, attached herein.

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

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

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

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

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

Date:_____ By: _____

Title: _____

KANSAS CITY, MISSOURI

Date:_____ By:_____
Name: Andy Shively, P.E.
Title: Deputy Director
Smart Sewer & Stormwater Divisions

Approved as to form:

_____
Assistant City Attorney

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

_____
Director of Finance (Date)

				Subconsultants												Summary Totals			
Task Number	Task Description	Total Hours	Total Labor Billings	3T-WBE/MBE (MBE/WBE)	Babette Macy-WBE	Dubois-MBE	HG -MBE	Lynchpin-WBE	Parson-MBE	T&B-MBE	Trekk-WBE	Limnotech	Vireo-WBE	NEER - MBE	Total Subconsultants	Total Labor Billings	Total Subconsultants	Direct Expenses	Total Costs
Task Series 100: Programmatic Activities																			
101	Program Management and Administration	898	199,976	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	199,976	$ -	$ 12,104	$ 212,080
102	Public Communications & Outreach	21	4,200	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -		$ 25,000	4,200	$ 25,000	$ 105	$ 29,305
103	CD Modification Strategic Planning	3,941	977,985	$ -	$ -	$ -	$ -	$ 15,000	$ 25,000	$ -	$ -	$ -	$ -		$ 40,000	977,985	$ 40,000	$ 19,707	$ 1,037,692
104	Project Funding Application Assistance	337	61,350	$ -	$ 18,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 18,500	61,350	$ 18,500	$ 1,685	$ 81,535
	100 Subtotal	**5,197**	**1,243,511**	**$ -**	**$ 18,500**	**$ -**	**$ -**	**$ 40,000**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 83,500**	**1,243,511**	**$ 83,500**	**$ 33,601**	**$ 1,360,613**
Task Series 200: Data Management																			
201	Update Systems of Record	1,088	201,196	$ 288,000	$ -	$ -	$ -	$ -	$ -	$ 45,000	$ 69,500	$ -	$ -		$ 402,500	201,196	$ 402,500	$ 55,439	$ 659,135
	200 Subtotal	**1,088**	**201,196**	**$ 288,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,000**	**$ 69,500**	**$ -**	**$ -**	**$ -**	**$ 402,500**	**201,196**	**$ 402,500**	**$ 55,439**	**$ 659,135**
Task Series 300: System Planning and Assessment																			
301	System Planning & Hydraulic Assessment	3,842	762,370	$ -	$ -	$ 143,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 192,000	$ 335,000	762,370	$ 335,000	$ 19,208	$ 1,116,578
302	Systemwide Hydraulic Model Maintenance & Mgmt	6,306	1,232,652	$ -	$ -	$ 111,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,000	$ 191,700	1,232,652	$ 191,700	$ 31,529	$ 1,455,881
303	Temporary Flow and Rainfall Monitoring Services	565	90,840	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	90,840	$ -	$ 2,823	$ 93,663
304	Manhole Survey Plans	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 82,000	$ -	$ -	$ 7,000	$ 89,000	0	$ 89,000	$ -	$ 89,000
	300 Subtotal	**10,712**	**2,085,862**	**$ -**	**$ -**	**$ 254,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 82,000**	**$ -**	**$ -**	**$ 279,000**	**$ 615,700**	**$ 2,085,862**	**$ 615,700**	**$ 53,559**	**$ 2,755,121**
Task Series 400: Not Used																			
	400 Subtotal	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$ -**	**$ -**	**$ -**
Task Series 500: Water Quality Modeling Assessments																			
501	Incremental In-Stream Water Quality Change	23	6,797	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ -		$ 50,000	6,797	$ 50,000	$ 113	$ 56,910
	500 Subtotal	**23**	**6,797**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,000**	**$ -**	**$ -**	**$ 50,000**	**6,797**	**$ 50,000**	**$ 113**	**$ 56,910**
Task Series 600: Green Infrastructure Implementation																			
601	Post-Construction Performance Monitoring	938	181,033	$ -	$ -	$ -	$ 80,000	$ -	$ -	$ 80,000	$ 40,000	$ -	$ 110,000		$ 310,000	181,033	$ 310,000	$ 6,189	$ 497,221
602	Green Infrastructure Training	244	47,210	$ -	$ 1,200	$ -	$ 8,600	$ -	$ -	$ -	$ -	$ -	$ -		$ 9,800	47,210	$ 9,800	$ 2,221	$ 59,231
	600 Subtotal	**1,182**	**228,243**	**$ -**	**$ 1,200**	**$ -**	**$ 88,600**	**$ -**	**$ -**	**$ 80,000**	**$ 40,000**	**$ -**	**$ 110,000**	**$ -**	**$ 319,800**	**228,243**	**$ 319,800**	**$ 8,410**	**$ 556,453**
	Subtotal Task Series 100 - 600	**18,201**	**3,765,609**	**$ 288,000**	**$ 19,700**	**$ 254,700**	**$ 88,600**	**$ 40,000**	**$ 25,000**	**$ 125,000**	**$ 191,500**	**$ 50,000**	**$ 110,000**	**$ 279,000**	**$ 1,471,500**	**3,765,609**	**$ 1,471,500**	**$ 151,121**	**$ 5,388,230**
	Optional services		$ 111,770																$ 111,770
	Total Reg Compliance Supp Services		$ 3,877,379																$ 5,500,000

Amendment Summary:

$ 585,545	Labor
$ 274,000	Subconsultants
$ 13,685	Expenses
$ 26,770	Additional Optional Services
$900,000.00	**Total Amendment No. 1**

Contract Summary

$ 4,600,000	Original Contract value including Optional Services
$ 900,000	Amendment No. 1
$5,500,000.00	**Total value of contract including Optional Services**

ATTACHMENT C

COMPENSATION SCHEDULE
(Effective Through 12/31/25)

Position Classification	Classification Level	Hourly Compensation Range
General Office*	5	$13.00 - $41.00
Technician*	6	$17.00 - $48.00
Assistant*	7	$19.00 - $56.00
	8	$20.00 - $60.00
	9	$25.00 - $70.00
Staff*	10	$26.00 - $78.00
	11	$28.00 - $83.00
Senior	12	$36.00 - $87.00
	13	$39.00 - $97.00
Associate	14	$45.00 - $105.00
	15	$59.00 - $112.00
	16	$63.00 - $123.00
	17	$75.00 - $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 $325 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 parent, subsidiary, affiliate or related or associated entity 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, 2025 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 $120 per hour.