



KC WATER
SMART SEWER PROGRAM

DATE: October 18, 2019

TO: D. Matt Bond, P.E., Chief Engineering Officer
Sean Hennessy, Chief Financial Officer

FROM: John Pruss
Director of Program Management

SUBJECT: Request to execute DPS Contract No. 1598 – Smart Sewer Program Green Infrastructure Implementation with Burns & McDonnell Engineering Company, Inc.

1. **Project Name:** Smart Sewer Program Green Infrastructure Implementation
2. **Project Number:** 60810023 **Contract Number:** 1598
3. **Design Professional:** Burns and McDonnell Engineering Company, Inc.
4. **Ordinance Required:** TBD **Effective Date:** TBD
5. **Cost Information:**
 - Budget Amount:** N/A
 - DPS Amount:** \$1,800,000.00
6. **Source of Funds:** 20-8110-801320-B-611040-60810023, Overflow Control Program
7. **MBE/WBE Goals:** MBE 15% WBE 10%
8. **Scope of Work:** The scope of services to be performed under this contract includes the following program management services:
 - Program administration services to manage, direct, and oversee each element of work identified and the subcontractors employed by Program Manager in completion of these professional services;
 - Green infrastructure implementation services as defined in the scope of services;
 - Public communications and outreach services to support the implementation of the City's Smart Sewer Program GSI projects.

Task Series Listing. The basic Scope of Services is organized under the following Task Series:

Task Series 100 – Program Management and Administration
Task Series 200 – Not Used
Task Series 300 – Not Used

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 60810023 CONTRACT NO. 1598
SMART SEWER PROGRAM
GREEN INFRASTRUTURE IMPLEMENTATION
WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

This project will provide for design professional services to assist the City in seeking modification of its existing Federal Consent Decree and developing alternative implementation strategies to reduce the overall cost of the City’s Smart Sewer Program for the remaining 17-year period of the Consent Decree, and to maintain a financially sustainable program.

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

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by

Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is **\$1,800,000.00**, as follows:
1. **\$989,000.00** for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed **\$711,000.00**. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional; reproduction of final: work products, contract administration documents, project delivery design and contract documents, training materials public outreach materials and associated meeting supplies and deliverables; local transportation in the project area and field trucks based on use of motor vehicles on a per miles basis using federal GSA rate; and travel expenses for special consultants as requested by the City.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$100,000.00** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

7. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

Sean Hennessy
Chief Financial Officer
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0410
Facsimile: (816) 513-0226
E-mail address: sean.hennessy@kcmo.org

Design Professional:

Burns & McDonnell Engineering Company, Inc.

John J. Pruss, P.E.

9400 Ward Parkway

Kansas 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.

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – HRD Documents

1. 000450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – 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-0487-GAF

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

web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

Attachment I – Non-Construction Subcontractors Listing

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

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

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

Sec. 24. Quality Services Assurance Act.

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

Section 25. Truth-In-Negotiation Certificate

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

Section 26. Consent Decree Project

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

hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work Products, provision of all services, and submission in a form acceptable to the City.

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

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

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

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: Burns and McDonnell Engineering Company, Inc.
Owner: City of Kansas City, Missouri
Project: Smart Sewer Program Green Infrastructure Implementation
City Project No: 60810023
City Contract No. 1598

I. GENERAL

The City of Kansas City, Missouri (City) is implementing the City’s Smart Sewer Program in accordance with a Federal Consent Decree and has selected the Design Professional to provide program management services as its Program Manager. Under this Design Professional Services (DPS) Agreement, Program Manager will provide program management services for GSI implementation and associated GSI public outreach to assist the City implement its Smart Sewer Program during FY 2020 through the Water Services Department.

- A. The Project.** Program Manager will provide staff resources to assist City in the development of program deliverables defined in this Scope of Services. It is understood by both City and Program Manager, that as an extension of City staff, deliverables defined in this Scope of Services will be developed jointly by City and Program Manager, not by Program Manager alone. It is also understood that due to the unknown nature of needs within the City over the term of this contract, that final work products or work activities may change, or extend beyond the activities defined in this Scope of Services as mutually agreed upon.
- 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 the Design Professional and its subconsultants and subcontractors.
- C. Follow-On Phases.** 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 or a new DPS Agreement as authorized by City. Predicated on continued satisfactory performance of Program Manager, the City may continue to contract with Program Manager annually under an Amendment to this Agreement or a new Agreement based on mutual agreement in accordance with City Ordinance 170375.

II. BASIC SCOPE OF SERVICES

The Basic Scope of Services to be provided by Design Professional as Program Manager under this DPS Agreement are described below and organized under the following Task Series:

TASK SERIES 100 – PROGRAM MANAGEMENT AND ADMINISTRATION

TASK SERIES 200 – NOT USED

TASK SERIES 300 – NOT USED

TASK SERIES 400 – GREEN INFRASTRUCTURE IMPLEMENTATION

TASK SERIES 500 – PUBLIC OUTREACH FOR GSI IMPLEMENTATION

A. DESCRIPTION OF BASIC SCOPE OF SERVICES

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

TASK SERIES 100 – PROGRAM MANAGEMENT AND ADMINISTRATION

101 PROGRAM MANAGEMENT AND ADMINISTRATION

Program Manager will manage, direct, and oversee each element of Work identified herein and the subcontractors employed by Program Manager in completion of these professional services. Program Manager will be responsible for oversight of all program management services to be performed by the Smart Sewer Program (SSP) Management Team under this Scope of Services, including quality assurance and quality control, timely completion of services, strategic planning, and monthly invoicing and project status reporting.

Meeting agendas and review materials shall be submitted at least two business days prior to meetings. Draft meeting minutes shall be submitted two business days after meetings.

The program management activities to be undertaken are described below.

101.1 Monthly Invoicing and Progress Status Reporting. Prepare and submit monthly invoices for program management services rendered with supporting cost backup, monthly progress status reports, and M/WBE participation documentation in accordance with the payment application requirements defined in this Design Professional Services Agreement. The monthly project status report shall identify work performed by Program Manager, the work activities anticipated to be performed the next month, action items required by CITY, potential program management scope variances with corrective action, a general assessment of Program Manager's ability to meet M/WBE participation goals, and an estimate of work percent completion earned value calculation at the subtask level for the Basic Scope of Services as budgeted in Attachment C – Engineering Fee Summary based on the work completed compared against the invoiced amount.. A short narrative shall be provided to describe the work activity performed for each task and subtask.

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

TASK SERIES 200 – NOT USED

TASK SERIES 300 – NOT USED

TASK SERIES 400 – GREEN INFRASTRUCTURE IMPLEMENTATION

401 GREEN STORMWATER INFRASTRUCTURE PROGRAM MANAGEMENT

Program Manager will lead an integrated team of City staff and Program Management Team staff to provide both strategic and day-to-day oversight and direction for all green stormwater infrastructure (GSI) activities implemented under the City’s Smart Sewer Program. Host bi-weekly meetings with this integrated team to coordinate planning, design, construction, and maintenance activities.

Program Manager will represent the Smart Sewer Program in City Department meetings related to the implementation of green stormwater infrastructure (GSI). Host and/or participate in coordination meetings with other City departments as needed to implement GSI projects under the Smart Sewer Program. Report back to City management following these meetings as needed to coordinate Smart Sewer GSI activities.

Program Manager will provide GSI implementation support services for the Smart Sewer Program, including technical support and coordination on regional programs related GSI, land use, community development, parks and trails, and transportation.

402 GSI PLANNING AND INTEGRATION

Program Manager will assist in leading a City interdepartmental working group to continue to review existing City policies, procedures, and standards related to GSI and provide recommendations for updates in support of implementing the City’s Green Stormwater Infrastructure Manual. Facilitate up to six working group meetings and assist with development of technical materials to support recommendations of committee, including new and/or modified City Council resolutions and/or ordinances related to GSI implementation on both capital and private projects. Assist with interdepartmental and community engagement related to GSI implementation to support recommendations of the committee and requirements of the City.

Program Manager will provide an update, as requested, to the Green Stormwater Infrastructure Manual, incorporating and addressing recommendations of the committee in conjunction with comments received during interdepartmental and community engagement. Develop GSI signage templates for incorporation into the Green Stormwater Infrastructure Manual. Summarize key considerations for the retrofit of GSI, including lessons learned, cost, monitoring and maintenance.

Program Manager will assist as requested in implementation of a GSI staffing plan. Develop staffing needs for GSI over a projected timeframe, and a plan for implementation that correlates to fiscal year hiring plans.

403 GSI IMPLEMENTATION

Program Manager will provide coordination and technical support for City projects integrating stormwater management that are located within the combined sewer system. Meet monthly with Water Services Stormwater Division management staff to continue to develop GSI

implementation at three levels for the City. The GSI Implementation will be integrated into the annual selection and schedule for the implementation of overflow control measures and include implementation through the next one-year timeframe and a projection for the next five-year timeframe. GSI project lists for implementation will be updated quarterly.

Program Manager will develop GSI subbasin implementation plans for the next five-year fiscal year budget cycle. The GSI implementation plans will identify the different levels of GSI, the GSI technologies, the benefits, and the concept level costs. The draft GSI subbasin implementation plans will be review with other City departments to determine the highest priority areas for GSI implementation within each subbasin and by fiscal year.

For GSI Level I implementation, Program Manager will work with Water Services Stormwater Division to incorporate GSI into existing City programs. Develop a process for implementation of GSI Level I during next fiscal year with identification of next steps.

For GSI Level II implementation, Program Manager will perform technical reviews of reports, studies, modeling results, and design plans on City department projects that incorporate GSI. This coordination will also include working with City department Project Managers to implement GSI where appropriate to optimize the City's Smart Sewer Program capital investment and achieve additional water quality and stormwater control benefits. Develop a process for implementation of GSI Level II to work within the PIAC program in addition to capital and private projects. Evaluate existing GSI Public-Private Partnership Program(s) for application within the City's policies and for implementation as part of GSI Level I and/or II projects. Develop recommendations and next steps for GSI Public-Private Partnership implementation.

For GSI Level III implementation, Program Manager will facilitate interdepartmental and budgetary planning discussions to identify GSI Level III projects for implementation over a 5-year and 10-year planning period. These discussions will focus on leveraging city-wide initiatives and available funding to schedule projects that are meeting objectives of City Area Plans, Parks Master Plans, planned street reconstruction, and stormwater/combined sewer needs.

Program Manager will continue to provide technical assistance for retrofit modifications of existing City GSI, including assessing performance, providing recommendations, and observing construction.

404 GSI BASIS OF DESIGN ANALYSIS

Program Manager will provide basis of design analysis to evaluate GSI feasibility and constructability for up to four GSI subbasin plan locations. These locations could include 1) in the corridor bordered by Prospect Avenue on the east, Troost Avenue on the west, Meyer Boulevard on the south, and generally E 60th Street on the north; 2) in the area generally between Main Street and JC Nichols Parkway in the Mill Creek basin of Brush Creek.

This shall be completed in conjunction with public and stakeholder outreach, also led under this task, to understand interdepartmental stakeholder needs and requirements, and community needs and requirements. The Program Manager will analyze the feasibility to construct different GSI levels within the project extents, develop existing conditions hydrology and hydraulic models to analyze existing conditions, develop up to three (3) alternative preliminary layouts, estimate preliminary level construction costs, and recommend a procurement process for final design and construction. The Program Manager will perform and verify utility locations and routing

throughout the project extents, assist with easement and title work, and complete a tree survey and removal plan. The Program Manager will identify a menu of amenity options with associated construction cost (bid alternatives) to be used during stakeholder outreach using the benefit tool developed by GI Exchange. The Program Manager will assist in facilitation of stakeholder meetings, including individual property owner meetings and neighborhood engagement.

As part of basis of design analysis, the Program Manager will create a digital terrain surface from City provided LiDAR data. The Program Manager will develop a hydrology and hydraulic (H&H) model of the city chosen alternative project boundary area using InfoWorks ICM, incorporating this digital terrain surface. A 2-D InfoWorks model will be developed to best represent the existing and proposed conditions with modeled stormwater network. The watershed model will be started from the most current Overflow Control Plan (OCP) InfoWorks ICM model. Program Manager will use available information to validate the stormwater model results using historical rainfall events that are greater than 3 inches of rainfall in 24 hours or have a peak hourly intensity of greater than 2 inches per hour. The existing condition model will be used with real rainfall data to simulate the historical events. Predicted areas of flooding will be compared to reported flooded areas.

Program Manager will use the Middle Blue River Basin Green Solutions Pilot Project Final Report to calibrate the Earth Economics Green Stormwater Infrastructure Valuation Tool for use in assessing the preliminary GSI sites and developing recommendations on interdepartmental benefits.

This preliminary design analysis will be summarized in a technical design report and an interdepartmental review workshop will be conducted to obtain City review and approval of recommended GSI preliminary design and procurement process.

405 GSI TRAINING

Program Manager will assist City with workforce development by developing training specific to maintaining City GSI. Develop half-day GSI training specific to contractors and resident project representatives that could be implemented through SSP University and facilitate this training as requested. Develop training specific to the Green Stormwater Infrastructure Manual for designers and City project managers to be implemented through SSP University and facilitate this training as requested.

406 GSI MAINTENANCE

Program Manager will develop City-wide recommendations to fund GSI maintenance as part of an overall strategy to anticipate and improve infrastructure maintenance needs. Models of how other communities are approaching this funding will be researched and compiled and compared to the GSI maintenance proposal that was submitted to City management by the KC Green Team committee. Various funding models will be evaluated, including impact fee and a percentage of capital project cost. The funding of maintenance activities and required level of staff and/or contractor to perform activities will be evaluated. Recommendations will be provided in a technical memorandum and presentation.

Program Manager will consider maintenance strategies utilizing city staff, contractors, workforce development initiatives, and volunteers. Program Manager will provide a framework for integrating and managing volunteer(s) and volunteer group(s) as part of a comprehensive GSI

maintenance strategy. The framework will outline the types of volunteer(s) and a strategy for integrating the volunteer into the City maintenance needs. Program Manager will detail the volunteer management plan into a technical report, that includes strategies for communication and training.

407 GSI CAPITAL AND PRIVATE CONSTRUCTION FUNDING PLAN

Program Manager will provide a framework for funding construction of both capital and private GSI in the City. The framework will identify external funding opportunities, including but not limited to Federal transportation grants and the City's existing PIAC, understand and delineate a plan for needed matching funds, identify specific resource needs for funding, and outline the steps and process from both the City perspective and private entity. Program Manager will detail the framework into a technical report.

TASK SERIES 500 - PUBLIC OUTREACH FOR GSI IMPLEMENTATION

501 PUBLIC COMMUNICATIONS AND OUTREACH

Program Manager will provide public communications and outreach services to support the implementation of the City's Smart Sewer Program GSI projects. Areas of focus will include the planning, development and delivery of strategic public communications for each GSI project, including stakeholder engagement, project outreach, community partnerships, media communications, development and expansion of information pieces, and programmatic assistance as described below.

501.1 Strategic Communications Planning & Branding for GSI Projects

1. Assist City with the development of content and collateral to support GSI project communications, including graphics, presentations, website content, and brochures. Program Manager will coordinate with KC Water Services communications staff to support established communications standards and protocols, and to incorporate City staff input and review comments through a collaborative effort.
2. Assist City with the development and implementation of GSI project specific community engagement plans that define key messages, goals and objectives, strategies and measurable tactics for multiple audiences, including City staff, City Council, and community stakeholders.
3. Measure and report on the effectiveness of communications methods used for GSI projects through citizen feedback, impressions and engagement.

501.2 Public Outreach

1. Provide GSI project information to City for inclusion in internal and external communication efforts.
2. Coordinate with KC Water Services communications staff to prepare and provide social media posts and information about GSI projects, and about stormwater water quality best management practices. KC Water Services communications staff will be responsible for approving the responses prepared by Program Manager before being posted to address resident comments via the City's social media channels.

3. Assist KC Water Services Smart Sewer program social media channels and respond to resident inquires as needed.
4. Assist the City in obtaining and organizing original photography of program milestones and project work for GSI projects.
5. Prepare fact sheets for GSI projects to communicate the scope of infrastructure improvements, project objectives, and work progress to stakeholders.
6. Assist City with the development of GSI public outreach training materials and logistics for Smart Sewer Program team project managers and construction resident project representatives provided by design professionals.
7. Perform public outreach services for GSI implementation and integration with other City public infrastructure projects consisting of up to 15 stakeholder meetings.
8. Assist the City in engagement efforts with neighborhood leaders and other key stakeholders to coordinate GSI project presentations and special events in GSI project areas.

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 in 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 will be classified as Optional Services. Program Manager's contract maximum upper limit for compensation includes a total allowance amount of \$100,000 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 for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Assistance with bid protests and re-bidding.
- B. Review and correct errors and inaccuracies in City's GIS data to extent needed to implement Smart Sewer Program projects.
- C. Extracting sewer installation date, size, and material from sewer permits for City's sewer asset management and rehabilitation program.
- D. Assist City with development and implementation of other public infrastructure programs and capital projects to be integrated with the Smart Sewer Program, including program management, program controls, data management, project delivery, construction management support services, and public outreach assistance.
- E. Perform constructability reviews during design phase of Smart Sewer Program projects and provide constructability recommendations to City and Design Professional.
- F. Develop and implement a value-engineering program to help achieve cost-effective designs of individual projects by Design Professionals.

- G.** Support City staff in utility operations beyond the tasks defined in the Basic Scope of Services and implementation of other City infrastructure programs.
- H.** Assist City with securing funding for GSI level I and/or II opportunities through City PIAC program.
- I.** Identification of external programming funding opportunities for community enhancements at GSI sites.
- J.** Project management services for design and construction contracts of projects that provide community enhancements at GSI sites and are PIAC funded.

IV. CITY'S RESPONSIBILITIES

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

- A.** City's Project Manager will provide the services of at least one City employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- B.** KC Water Services communications staff will be responsible for approving the responses prepared by Program Manager before being posted to address resident comments via the City's social media channels.
- C.** City will manage the design and construction contracts for projects that provide community enhancements at GSI sites and are PIAC funded.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

ATTACHMENT C

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

Task Series	Task Description	Classification Level					Total Hours	Labor billings	Subcontractors								Total Subcontractors	Direct Expenses	Total Cost		
		Level 16-17	Level 14-15	Level 12-13	Level 10-11	Level 7-9			3T	Babbette Macy	Dubois	HG	G&H	Lynchpin	Parson	Phronesis				T&B	TREKK
Task Series 100 - Program Management and Administration																					
101	Program Management	100	-	50	200	-	350	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 73,000
Subtotal Program Management		100	-	50	200	-	350	70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 73,000
Task Series 400 - Green Infrastructure Implementation																					
401	Green Stormwater Infrastructure Program management	20	350	-	200	-	570	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ -	\$ -	\$ 17,000	\$ 3,000	\$ 135,000	
402	GSI Planning and Integration	-	80	40	140	300	560	\$ 76,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 16,000	\$ 20,000	\$ -	\$ 56,000	\$ -	\$ 132,000	
403	GSI Implementation	-	400	40	-	200	640	\$ 116,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,000	\$ -	\$ -	\$ 94,000	\$ -	\$ 210,000		
404	GSI Basis of Design Analysis	-	600	200	750	900	2,450	\$ 418,000	\$ -	\$ -	\$ -	\$ 130,000	\$ -	\$ -	\$ 80,000	\$ 30,000	\$ 70,000	\$ 310,000	\$ -	\$ 728,000	
405	GSI Training	-	80	-	150	-	230	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 1,000	\$ 61,000		
406	GSI Maintenance	-	80	-	60	-	140	\$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 39,000		
407	GSI Capital and Private Construction Funding Plan	-	20	-	520	-	540	\$ 78,000	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 23,000	\$ 10,000	\$ -	\$ 43,000	\$ -	\$ 121,000	
Subtotal Green Infrastructure Implementation		20	1,610	280	1,820	1,400	5,130	\$ 867,000	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ -	\$ 230,000	\$ 80,000	\$ 85,000	\$ 555,000	\$ 4,000	\$ 1,426,000	
Task Series 500 - Public Outreach																					
501.1	Strategic Communications Planning & Branding for GSI	-	-	175	-	-	175	\$ 26,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 26,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 66,000	\$ 1,000	\$ 93,000
501.2	Public Outreach	-	-	175	-	-	175	\$ 26,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 26,000	\$ 15,000	\$ 13,000	\$ -	\$ -	\$ 79,000	\$ 3,000	\$ 108,000
Subtotal Public Outreach		-	-	350	-	-	350	52,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 52,000	\$ 30,000	\$ 13,000	\$ -	\$ -	\$ 145,000	\$ 4,000	\$ 201,000
Subtotal Task Series 100 - 500		120	1,610	680	2,020	1,400	5,830	989,000	-	50,000	-	160,000	-	52,000	30,000	243,000	80,000	85,000	700,000	11,000	1,700,000
Optional Services																					\$ 100,000
Total Contract Maximum Upper Limit								\$ 989,000											\$ 700,000	\$ 11,000	\$ 1,800,000

ATTACHMENT C

**COMPENSATION SCHEDULE
(Effective Through 12/31/19)**

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Compensation Range</u>
General Office*	5	\$8.00 - \$31.00
Technician*	6	\$12.00 - \$36.00
Assistant*	7	\$14.00 - \$47.00
	8	\$17.00 - \$52.00
	9	\$20.00 - \$62.00
Staff	10	\$22.00 - \$68.00
	11	\$25.00 - \$73.00
Senior	12	\$30.00 - \$78.00
	13	\$40.00 - \$88.00
Associate	14	\$45.00 - \$99.00
	15	\$55.00 - \$109.00
	16	\$60.00 - \$120.00
	17	\$70.00 - \$130.00

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 \$265 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2019 and subject to revision thereafter.

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS



HRD Contractor Utilization Plan Approval

Date: August 5, 2019 (REV 8/20/19)

To: Mr. Phillip Yelder
Human Relations Department

From: Tara Klick
Smart Sewer Program

Subject: Contract/Project No.: 60810023/1598
Project Title: Expanded Consent Decree Program Compliance Services

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE/DBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹ - Grant _____
	<input type="checkbox"/> Other:		
Contract	<input type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair
Category:	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Concession <input type="checkbox"/> Other:
Bid/Proposal Closing Date:	00/00/00		No. of Bidders/Proposers: 00
Recommended Bid/Proposal²: \$4,529,000.00			
Company:	Burns & McDonnell Engineering Co		
Contact:	John Pruss		
Contact Email:	jjpruss@burnsmcd.com		Address: 9001 State Line Rd- Suite 200, Kansas City, MO 64114
		Phone: 816-627-4722	
		Fax: 816-822-3452	
Additional Information:			

cc: Project Manager, Andy Shively, CA-Leona Walton, Tara Klick

FOR HUMAN RELATIONS DEPARTMENT USE ONLY		The Request for Best Faith Efforts Waiver is:	
The attached Contractor Utilization Plan is:		<input type="checkbox"/> Approved	
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	
<input type="checkbox"/> Disapproved		<input type="checkbox"/> Not Applicable	
Contractor Utilization Plan Participation: <u>15</u> % MBE & <u>10</u> % WBE		or _____ % DBE	
Human Relations Department		Date <u>08/23/19</u>	

FOR GRANTING AGENCY USE ONLY³	<input type="checkbox"/> N/A
Approved by: _____	_____
	Date

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.

Inter-Departmental Communication

Date: August 22, 2019

To: Teresa Loar, Chair: Transportation, Infrastructure & Operations Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #

CONTRACTOR: Burns & McDonnell Engineering Co.
Address: 9400 Ward Parkway
Kansas City, MO 64114
Contract #: 1598 / 60810023 – Smart Sewer Program
Management Services for Consent Decree
Modification Support Services, Renewal 1
Contract Amount: \$4,529,000.00
MBE Goal: 15%
WBE Goal: 10%
Total MBE Achieved: 15%
Total WBE Achieved: 10%

MBE SUBCONTRACTORS:

Name: DuBois Consultants, Inc.
Address: 5737 Swope Parkway
Kansas City, MO 64130
Scope of Work: Contract Administration / Data Management
Dollar Amount: \$278,000
Ownership: Webster, Ajamu
Structure: African-American Male Code 15

MBE SUBCONTRACTORS:

Name: Hg Consult, Inc.
Address: 9111 NE 79th St.
Kansas City, MO 64158
Scope of Work: Technical Assistance / Design Analysis
Dollar Amount: \$112,000
Ownership: Harrison, Earl Jr.
Structure: African-American Male Code 15

MBE SUBCONTRACTORS:

Name: Taliaferro & Browne, Inc.
Address: 1020 E. 8th St.
Kansas City, MO 64106
Scope of Work: Project Management / Technical Assistance
Dollar Amount: \$250,000
Ownership: Andebrhan, Hagos
Structure: African-American Male Code 15

MBE SUBCONTRACTORS:

Name: Parson & Associates
Address: 1518 E. 18th St.
Kansas City, MO 64108
Scope of Work: Public Outreach
Dollar Amount: \$40,000
Ownership: Parson, R. Jason
Structure: African-American Male Code 15

WBE SUBCONTRACTORS:

Name: G & H Consulting, LLC
Address: 14405 E. 96th St.
Kansas City, MO 64139
Scope of Work: Training Program Development Assistance
Dollar Amount: \$20,000
Ownership: Holliday, Gayle
Structure: African-American Female Code 23

WBE SUBCONTRACTORS:

Name: 3T-Design & Development, LLC
Address: 1838-B E. 78th St.
Kansas City, MO 64132
Scope of Work: Data Management Assistance
Dollar Amount: \$166,000
Ownership: Turner, W. Ruth
Structure: African-American Female Code 19

WBE SUBCONTRACTORS:

Name: Trekk Design Group, LLC
Address: 1411 E. 104th St.
Kansas City, MO 64131
Scope of Work: Smoke Testing / Surveying / GIS
Dollar Amount: \$190,000
Ownership: Robinett, Kimberly
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Macy Consulting
Address: 6141 Walnut St.
Kansas City, MO 64113
Scope of Work: Public Outreach
Dollar Amount: \$60,000
Ownership: Macy, Babette
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Lynchpin Ideas, LLC
Address: 7233 Jarboe St.
Kansas City, MO 64114
Scope of Work: Public Outreach
Dollar Amount: \$50,000
Ownership: Lynch, Laura
Structure: Caucasian Female Code 27

Comments:

First renewal of contract #1539.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project/Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Smart Sewer Program Management
(Department Project)

Office of the City Manager
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 goals are **15% MBE** and **10% WBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15% MBE 10% WBE

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

a. Name of M/WBE Firm: 3T Design and Development, LLC (WBE)

Address: 1838B E. 78th St., Kansas City, MO 64132

Telephone No.: (816) 516-5977

I.R.S. No.: 27-2054935

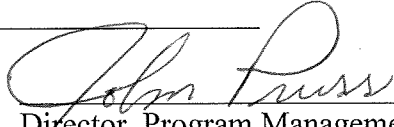
- b. Name of M/WBE Firm: DuBois Consultants, Inc. (MBE)
 Address: 5737 Swope Parkway, Kansas City, MO 64130
 Telephone No.: (816) 333-7700
 I.R.S. No.: 43-1494206
- c. Name of M/WBE Firm: G&H Consulting, LLC (WBE)
 Address: 14405 East 96th Street, Kansas City, MO 64139
 Telephone No.: (816)347-0605
 I.R.S. No.: 43-1777326
- d. Name of M/WBE Firm: HG Consult, Inc. (MBE)
 Address: 10512 N. Euclid Ave., Kansas City, MO 64155
 Telephone No.: (816) 912-4720
 I.R.S. No.: 27-1675196
- e. 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
- f. Name of M/WBE Firm: Lynchpin Ideas, LLC (WBE)
 Address: 7233 Jarboe Street, Kansas City, MO 64114
 Telephone No.: (816) 674-1724
 I.R.S. No.: 486781795
- g. Name of M/WBE Firm: Parson & Associates (MBE)
 Address: 1518 E. 18th St., Kansas City, MO 64108
 Telephone No.: (816) 216-6571
 I.R.S. No.: 33-1169076
- h. Name of M/WBE Firm: Taliaferro & Browne, Inc. (MBE)
 Address: 1020 East 8th Street, Kansas City, MO 64106
 Telephone No.: (816) 283-3456
 I.R.S. No.: 48-0758891
- i. Name of M/WBE Firm: TREKK Design Group, LLC (WBE)
 Address: 1441 East 104th Street, Suite 105, Kansas City, MO 64131
 Telephone No.: (816) 874-4655
 I.R.S. No.: 43-1953275

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:

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: 9400 Ward Parkway, Kansas City, MO 64114
Phone Number: (816) 627-4772
Facsimile number: (816) 822-3414
E-mail Address: jjpruss@burnsmcd.com

By: 
Title: Director, Program Management
Date: 8/2/19
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 2nd day of August, 2019

My Commission Expires: 7/12/21 Tara Klick
Notary Public

TARA KLICK
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires July 12, 2021
Commission # 17032286

CITY OF MOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with 3T Design & Development, LLC. (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$166,000.00:

Data Management – Assist with data management services for various elements of the Smart Sewer Program which may include field operations, annual sewer rehabilitation program, private I/I reduction, public outreach, and asset data management.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management 8-1-19
Title Date

Signature: M/W/DBE Subcontractor

Ruth Turner
Print Name

President
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Dubois Consultants, Inc. (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$278,000.00:

Project Delivery – Assist with contract administration support services for Smart Sewer Program projects including pre-design, contracting and project delivery.

Data Management – Assist with data management services for various elements of the Smart Sewer Program which may include field operations, annual sewer rehabilitation program, private I/I reduction, public outreach, and asset data management.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management 8-2-19
Title Date

Signature: M/W/DBE Subcontractor

Ajamu K. Webster
Print Name

President 8-2-19
Title Date

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT


Project/Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into an agreement with G & H Consulting, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$20,000.00:

Work Force Development – Assist with the development and implementation of training programs for project management, field construction inspection services and the design and construction of green infrastructure on Smart Sewer Program projects (SSP University).

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


Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management 8-1-19
Title Date


Signature: M/W/DBE Subcontractor

Gayle Holliday
Print Name

President 8-1-19
Title Date



LETTER OF INTENT TO SUBCONTRACT

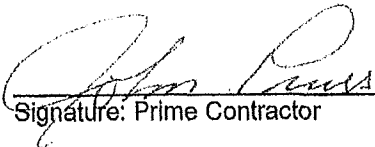
Project/Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with HG Consult, Inc. (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$112,000.00:

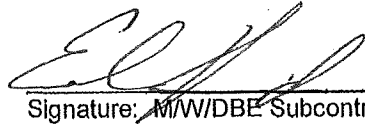
Green Infrastructure Implementation– Provide technical assistance in the conceptual design of green infrastructure control measures, including the integration of green infrastructure in other City public infrastructure improvement projects, the performance of a basis of design analysis to evaluate the feasibility and constructability of green stormwater infrastructure, and green infrastructure implementation and maintenance.

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


Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management 8-2-19
Title Date


Signature: M/W/DBE Subcontractor

Earl Harrison
Print Name

President 8/2/19
Title Date

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into an agreement with Lynchpin Ideas, LLC, (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$50,000.00:

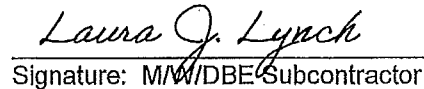
Public Outreach - Assist with strategic communications, branding, messaging, copy writing and layout design for the City's Smart Sewer Program. Assist with developing and/or implementing community engagement plans and communication tools to support the implementation of Smart Sewer Program projects.

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


Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management 8-1-19
Title Date


Signature: M/W/DBE Subcontractor

Laura Lynch
Print Name

Owner 08/01/19
Title Date



LETTER OF INTENT TO SUBCONTRACT

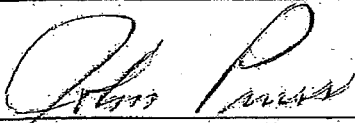
Project/ Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Macy Consulting Services, Inc.(WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$60,000.00:

Public Outreach – Assist with development and/or implementation of community engagement plans and communication tools to support implementation of Green Stormwater Infrastructure projects. Also assist with engagement of developers to support codification of City stormwater planning policy.

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

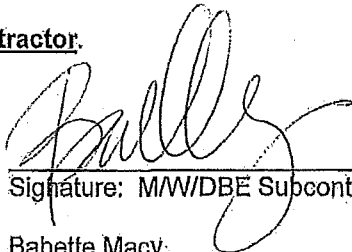


Signature: Prime Contractor

John Prüss

Print Name

Director of Program Management 8-1-19
Title Date



Signature: M/W/DBE Subcontractor

Babette Macy

Print Name

President 8-1-19
Title Date

CITY OF MOUNTAIN
HEART OF THE NATION



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Parson and Associates LLC, (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$40,000.00:

Public Outreach - Assist with developing and/or implementing community engagement plans and communication tools to support the implementation of Smart Sewer Program projects.

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


Signature: Prime Contractor

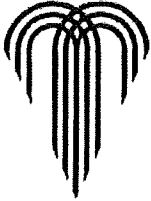
John Pruss
Print Name

Director of Program Management 8-1-19
Title Date


Signature: M/W/DBE Subcontractor

Jason Parson
Print Name

President 1 Aug 19
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

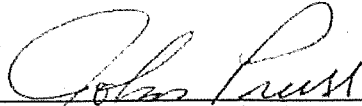
Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Tallaferro and Browne, Inc. (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$250,000.00:

Project Delivery – Assist with providing project management services on Smart Sewer Program projects.

Green Infrastructure Implementation – Provide technical assistance in the conceptual design of green infrastructure control measures, including the integration of green infrastructure in other City public infrastructure improvement projects, the performance of a basis of design analysis to evaluate the feasibility and constructability of green stormwater infrastructure, and green infrastructure implementation and maintenance.


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



Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management 8-2-19
Title Date



Signature: M/W/DBE Subcontractor

Leonard J. Graham
Print Name

President 8-5-2019
Title Date

CITY OF KANSAS
HEART OF THE NATION



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Expanded Consent Decree Program Compliance Services

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into an agreement with TREKK Design Group LLC. (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$190,000.00:

Project Delivery – Perform smoke testing of the separate sanitary system in Brookside Neighborhood to identify sewer defects and prohibited inflow sources on private property.

Green Infrastructure Implementation – Provide assistance with topographic survey for the development of GIS sub-basin plans.

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




Signature: Prime Contractor

John Pruss

Print Name

Director of Program Management 8-1-19

Title Date



Signature: M/W/DBE Subcontractor

Kimberly R. Robinett

Print Name

Managing Member 8/1/19

Title Date

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 Co., 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 (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 Human Relations Department in advance of the change.

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

John Pruss
(Signature)

Director, Program Management
(Position with Firm)

8/2/19
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: Burns & McDonnell Engineering Company Inc.

ADDRESS: 9400 Ward Parkway, Kansas City, MO 64114

PROJECT NUMBER OR TITLE: 60810023 Contract No. 1598 Smart Sewer Program Green Infrastructure Implementation

AMENDMENT/CHANGE ORDER NO: (if applicable) Scope of Services Revision Prior to Contract Execution Requested by KC Water Services

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

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

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

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

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

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

TO

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

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

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

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

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

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

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

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

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

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

The contract value will be reduced from \$4,600,000.00 to \$1,800,000.00 prior to contract execution based on changes in the Scope of Services requested by KC Water Services. Burns & McDonnell still plans to meet the project goals of 15% MBE and 10% WBE for the revised Scope of Services requested, however, the level of participation by each M/WBE firm will change as indicated in the attached Letters of Intent to Subcontract.

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

Dated: _____

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

By: _____
(Authorized Representative)



LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with 3T Design & Development, LLC. (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$166,000.00):

Scope of work originally anticipated in CUP has been eliminated by the City.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Ruth Turner
Print Name

President
Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Dubois Consultants, Inc. (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$278,000.00):

Scope of work originally anticipated in CUP has been eliminated by the City.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Ajamu K. Webster
Print Name

President
Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into an agreement with G & H Consulting, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$20,000.00):

Scope of work originally anticipated in CUP has been eliminated by the City.

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

Signature: Prime Contractor

John Pruss

Print Name

Director of Program Management

Title

Date

Signature: M/W/DBE Subcontractor

Gayle Holliday

Print Name

President

Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with HG Consult, Inc. (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$48,000.00:

Green Infrastructure Implementation – Provide technical assistance in the conceptual design of green infrastructure control measures, including the integration of green infrastructure in other City public infrastructure improvement projects, the performance of a basis of design analysis to evaluate the feasibility and constructability of green stormwater infrastructure, and green infrastructure implementation and maintenance.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Earl Harrison
Print Name

President
Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into an agreement with Lynchpin Ideas, LLC. (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of \$2,000.00:

Public Outreach – Assist with public communications and outreach services to support the implementation of the City's Smart Sewer Program GSI projects.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Laura Lynch
Print Name

Owner
Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Macy Consulting Services, Inc.(WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$10,000.00):

Scope of work originally anticipated in CUP has been decreased by the City.

Public Outreach – Assist with public communications and outreach services to support the implementation of the City's Smart Sewer Program GSI projects.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Babette Macy
Print Name

President
Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Parson and Associates LLC, (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$10,000.00):

Scope of work originally anticipated in CUP has been decreased by the City.

Public Outreach – Assist with public communications and outreach services to support the implementation of the City's Smart Sewer Program GSI projects.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Jason Parson
Print Name

President
Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/ Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro and Browne, Inc. (MBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$170,000.00):

Scope of work originally anticipated in CUP has been decreased by the City.

Green Infrastructure Implementation – Provide technical assistance in the conceptual design of green infrastructure control measures, including the integration of green infrastructure in other City public infrastructure improvement projects, the performance of a basis of design analysis to evaluate the feasibility and constructability of green stormwater infrastructure, and green infrastructure implementation and maintenance.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management

Title

Date

Signature: M/W/DBE Subcontractor

Leonard J. Graham
Print Name

President

Title

Date



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

Burns & McDonnell Engineering Company Inc. ("Prime Contractor") agrees to enter into an agreement with TREKK Design Group LLC, (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract for an estimated amount of (\$105,000.00):

Scope of work originally anticipated in CUP has been decreased by the City.

Green Infrastructure Implementation – Provide assistance with topographic survey for the development of GIS sub-basin plans.

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

Signature: Prime Contractor

John Pruss
Print Name

Director of Program Management
Title

Date

Signature: M/W/DBE Subcontractor

Kimberly R. Robinett
Print Name

Managing Member
Title

Date



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

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

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

3. (✓) ___ Prevailing wage does not apply; or

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

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

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number: 60810023/1598

Project Title: Smart Sewer Program Green Infrastructure Implementation

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

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 _____ day of _____, 20____.

Notary Public

My Commission expires:

ATTACHMENT G

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan (“OCP”)

Civil Action No. 4:10-cv-0487-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

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

Signature of affiant

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

Notary Public

My commission expires: _____

Attachment H

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

Civil Action No. 4:10-cv-0487-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

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

Signature of affiant

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

Notary Public

My commission expires: _____

Attachment I

Non-Construction Subcontractors Listing

Project/Contract No.: 60810023/1598

Project Name: Smart Sewer Program Green Infrastructure Implementation

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Phronesis, LLC Email: tim@phronesis-design.com	Address: 1427 W. 9 th Street, Suite 301, Kansas City, MO 64101 Phone: 816-214-0896 Fax: 816-817-0420
2.	Name: TREKK Design Group, LLC Email: krobinett@trekklc.com	Address: 1441 E. 104 th Street, Suite 105, Kansas City, MO 64114 Phone: 816-874-4656 Fax: 816-874-4665
3.	Name: Taliaferro & Browne, Inc. Email: lgraham@tb-engr.com	Address: 1020 E. 8 th Street, Kansas City, MO 64106 Phone: 816-283-3456 Fax: 816-283-0810
4.	Name: H G Consult, Inc. Email: eharrison@hgcons.com	Address: 10512 N. Euclid Avenue, Kansas City, MO 64155 Phone: 816-918-1114
5.	Name: Parson and Associates LLC Email: jason@parsonkc.com	Address: 1601 E. 18 th Street, #211, Kansas City, MO 64108 Phone: 816-216-6571
6.	Name: Macy Consulting Services, Inc. Email: babette.macy@link2built.com	Address: 6141 Walnut Street, Kansas City, MO 64113 Phone: 816-716-8153
7.	Name: Lynchpin Email: laura@lynchpinideas.com	Address: 7233 Jarboe Street, KCMO 64114 Phone: 816-674-1724

Contractor – Company Name: Burns & McDonnell Engineering Company, Inc.
Submitted by: John Pruss
Title: Smart Sewer Program Manager
Telephone No.: 816-627-4772
Fax No.: 816-822-3414
E-mail: jjpruss@burnsmcd.com
Date: October 18, 2019