

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NUMBER 81000999 CONTRACT NUMBER 1677
BLUE RIVER WASTEWATER TREATMENT PLANT FACILITY PLAN AND
IMPROVEMENTS DESIGN
WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and **Carollo Engineers, Inc.** (“Design Professional”). City and Design Professional agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this Agreement are for the following project (Project) and purpose:
 - 1. The Water Services Department wishes to contract with a **DESIGN PROFESSIONAL** to provide a Facility Plan and improvements design for the Blue River Wastewater Treatment Plant (WWTP) at 7300 Hawthorne Road, Kansas City, MO 64120.
 - 2. Project Background – The CITY, acting through the Water Services Department (WSD), is undertaking this project to develop a Facility Plan for its Blue River Wastewater Treatment Plant to address regulatory requirements and for improvements design. Detailed design for identified systems and equipment will also be included in this project.

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.

- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$3,430,000.00, as follows:

1. \$1,210,527.00 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G**. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

a. 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 \$2,019,585.00. The following are the reimbursable expenses that the City has approved: subcontractor direct costs and field work unit prices paid by Design Professional, outside reproduction of deliverables, local transportation in the project area, and public outreach materials. Travel may be allowed for special consultants to the Kansas City Metropolitan area when pre-approved by the City's Project Manager.

b. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$199,888.00 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.

c. 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.

d. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. Method of Payment.

a. 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. City, upon approving the invoice, shall remit payment.

B. 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, 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 Civil Rights & Equal Opportunity (CREO KC) Department.

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

City:

Water Services Department
Wes Minder, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0204
E-mail address: wes.minder@kcmo.org

Design Professional:

Carollo Engineers, Inc.
Wayne Miller, Vice President
903 E. 104th Street, Suite 230
Kansas City, MO 64131
Phone: (816) 326-6730
E-mail address: wmiller@carollo.com

Carollo Engineers, Inc.
Maya Turner, Associate Vice President
903 E. 104th Street, Suite 230
Kansas City, MO 64131
Phone: (816) 326-6716
E-mail address: mturner@carollo.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 – City-Licensed Geographical Information System Data

Attachment E – CREO KC Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Attachment H – Non-Construction Application for Payment

Attachment I – CREO 14 Affirmative Action Program Affidavit

Attachment J – CREO Contract Assurances Addendum

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

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

Sec. 12. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's

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

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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


Date: 7/31/2023

By: 

Name: Wayne Miller

Title: Vice President

Date: July 31, 2023

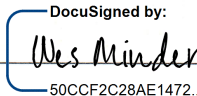
By: 

Name: Maya Turner

Title: Associate Vice President


KANSAS CITY, MISSOURI

Date: _____

By: 

Name: _____

Title: _____


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Assistant City Attorney

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

 8/17/2023
18F59B5A8EE444E...

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

\$1,000,000 accident with limits of:
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

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

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

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

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

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

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

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

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

Sec. 28. Affirmative Action.

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

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

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

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

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

Sec. 29. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law

(Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A - SCOPE OF SERVICES

Design Professional: Carollo Engineers, Inc.
Owner: City of Kansas City, Missouri
Project: 81000999 Blue River WWTP Facility Plan and Improvements
Design Contract No: 1677

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Section III – BASIC SCOPE OF SERVICES and Section IV – OPTIONAL SERVICES, to the extent authorized by the CITY, describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP). The general description of the WORK below is not intended to specify WORK that is not detailed in Section III and Section IV.

A. The Project. The Water Services Department wishes to contract with a DP to provide a Facility Plan and improvements design for the Blue River Wastewater Treatment Plant (WWTP) at 7300 Hawthorne Road, Kansas City, MO 64120. This Project will include, to the extent specified in Section III – Basic Scope of Services:

1. Project management and management of subcontractors for the work specified herein.
2. Review current process flow diagrams (PFD) in the consent decree and update with products developed by other contracts.
3. Provide input as directed for any consent decree modifications discussions by the CITY.
4. Provide input as directed for any Missouri DNR negotiations.
5. Review the 2017 Wastewater Master Plan's Technical Memorandum No. 4 (TM4) to update based on the work executed in this contract.
6. Provide up to 10% design and/or services for facility modifications.
7. Provide Blue River WWTP mechanical equipment condition assessments.
8. Assess and document electrical load evaluations.
9. Assess and document Blue River WWTP structural evaluations.
10. Assess and document Blue River WWTP telecommunications evaluation.
11. Develop an instrumentation master plan for current conditions.
12. Assess and document site stormwater drainage.
13. Assess and document building drain discharges.
14. Review and recommend changes to road and traffic plans.
15. Develop and provide BIM model updates.
16. Provide regulatory support as directed in coordination with other contracts.
17. Assess and provide grit system design and upgrades.
18. Develop cost effective project phasing incorporating active operations during any construction phase.

19. Develop updates to process and equipment PFD's and piping and instrumentation diagrams (P&ID's).

B. Background Information and General Description of Activities.

1. The CITY, acting through the Water Services Department (WSD), is undertaking this project to develop a Facility Plan for its Blue River WWTP to address regulatory requirements and for improvements design.
2. Detailed design for identified systems and equipment will also be included in this project.
3. Previous reports, including the 2017 Wastewater Master Plan's TM4, operations data, lab data, and as-built drawings shall be made available to the DP, as available.
4. DP shall use e-Builder document management system.
5. DP shall use a scheduling system such as Microsoft Project or P6.
6. DP shall provide an S curve with invoice.
7. DP shall submit meeting agendas and expected DP attendees at least 2 days prior to each meeting and distribute draft meeting minutes within two business days of the meeting.
8. DP shall review existing geotechnical reports and indicate if additional borings are necessary.
9. Any I&C work will be performed per WWTP I&C standards.
10. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.

C. Follow-On Phases. At the discretion of the CITY, and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Blue River WWTP and other associated locations.

D. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Department of Planning and Development, Storm Water Utility Engineering, MARC, potential industrial users, other utilities, City vendors, and City consultants contracted to complete other projects for the City that could impact the Blue River WWTP, potentially including Regulatory Compliance Assistance, the SCADA project, Blue River Biosolids, Blue River Screen House, the Smart Sewer Program Annual Contract, and CDM Smith on Birmingham WWTP alternatives development.

E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 – Project Management and Administration
2. Task Series 200 – Site Investigation, Review of Existing Work, and Review of Previous Projects
3. Task Series 300 – Facility Plan and Improvements Design
4. Task Series 400 – EnvisionTM Sustainability Design

5. Task Series 500 – Public Outreach

- F. Construction Procurement. 100% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. 60% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through its JOT/IDIQ process. Preliminary Design Documents (Facility Plan) shall be of sufficient detail for the CITY to obtain bids through the standard CITY fixed fee design-build process.
- G. Travel. DP shall request pre-approval of non-local travel expenses prior to travel. The CITY's Project Manager may approve or disprove the requested travel expense. Any travel request after the fact shall be denied.
- H. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- I. Closeout. Design Professional will provide deliverables and requested backup files. Civil Rights and Equal Opportunity (CREO) completion forms and other required documents will be submitted before final payment.
- J. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs. DP will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. DP will utilize O&M specialists in the development of the O&M model. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices or the DP offices where the cost estimating team is based. Project Work shall include the "below the line factors" for each estimate.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones

- 1. While the entire Project is awarded to the DP, the CITY will authorize work in Amendments aligned with the fiscal years (May 1 – April 30) as follows:

- Year 1 – Fiscal Year 2024
 - Year 2 – Fiscal Year 2025
 - Year 3 – Fiscal Year 2026
2. The DP assumes that the annual amendments will be approved in advance of the commencement of each annual period to provide continuity on the Project and minimize interruptions to DP services including execution of task orders for sub DPs. CITY recognizes delays with amendment approval can impact the performance of DP in meeting the MBE/WBE performance goals.
 3. Task Series 100 shall be completed within 1095 calendar days following the CITY's issuance of a Notice To Proceed, NTP, to the DP,
 4. Task Series 200 shall be completed within 550 calendar days following the CITY's issuance of a NTP.
 5. Task Series 300 shall be completed within 1095 calendar days of the CITY's issuance of a NTP.
 6. Task Series 400 shall be completed within 1095 calendar days following the CITY's issuance of a NTP.
 7. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 1095 calendar days of the written NTP. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
 8. DP may suggest schedule modifications to the scope of work

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DP in completion of the Work. The following management activities will be provided by DP during fiscal year 2024.

Task 101 Project Management Services

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

Task 102 Monthly Invoicing and Project Status Reports (PSRs)

Prepare and submit monthly invoices (showing, by task series, staff name including classification, direct hourly rate, multiplier, and hours worked) on a form acceptable to the CITY

and provide a monthly project status report which shall accompany the monthly invoice submittal. Invoice submittal hourly rates MUST match those submitted upon contract execution, annual update, or the latest Amendments, whichever is the most recent. If applicable, a list of the tasks in progress or completed shall be included in the monthly project status report (PSR) attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested. PSRs shall include a table containing the date of the most recent invoice from each subcontractor included in this invoice to the City. DP shall provide subcontractor reasoning for subcontractor invoices that include billing work performed greater than 50 days old, from date of subcontractor invoice. Updated Attachment C – Schedule of Position Classifications can be submitted to the CITY annually following NTP.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's CREO Department. Work Plan (see Task 106) should describe the DP's methods for subcontractor management. DP is encouraged to utilize task orders.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's draft Work Plan, and other logistics of project execution, including anticipated Project schedule, projected project S-curve, expected MBE/WBE utilization schedule, and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff 3 business days prior to the meeting and prepare and distribute the meeting minutes within 3 business days of the meeting date.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders (known at the time) and their contact information.

- Any major changes in personnel assignments from the proposal/interview should be noted and approved of by the CITY.
- b. A summary of the Project's scope of services.
 - c. Detailed cost-loaded schedule for performance of all work. A baseline S-curve for the contract and each subsequent amendment is sufficient to serve as the cost-loaded schedule.
 - d. Sustainable planning and design goals, objective and processes.
 - e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
 - f. DPs methods for subcontractor management and preventing subcontractor scope creep.
 - g. Section on cost estimating methods including “below the line factors for each planned estimated” and details on the utilization of parametric values.
 - h. Section on Data Management and coordination with City IT.
 - Include mobile condition assessment tool setup and data extraction.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format – PDF) within 7 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY’s comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY’s comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 107 Progress Meetings

Participate in up to 9 monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 2 days prior to each meeting and prepare/distribute meeting minutes within 2 business day of the meeting.

Task Series 100 Deliverables

- Monthly invoices and PSRs
- Meeting Agendas
- Meeting minutes
- Draft and Final Work Plan

TASK SERIES 200 - SITE INVESTIGATION, REVIEW OF EXISTING WORK, AND REVIEW OF PREVIOUS PROJECTS

Task 201 Flows and Loads Evaluation

DP will review the 2017 Wastewater Masterplan projections and compare the population projections to 2020 census data and expected consent decree peak flow requirements. DP will coordinate with the City to develop projections of high strength waste to be received at the Blue

River WWTP during the planning period. DP will coordinate with City Planning and Development and MARC projections, through the City’s PM, to understand the future build-out of the service area and status of planned developments and the status of these activities, including the Birmingham service area. DP shall utilize population projections as well as utilize expected land use for the project’s initial implementation stage (2035) and 20-year planning horizon (2045), based on information provided by the City, to develop forecasts of flow and loading to the Blue River WWTP, in 5-year increments. DP will review City’s internal regulatory timeline and provide commentary.

Task 202 Review Existing Documents and Drawings

Perform a compilation of available documents and review of existing documents pertinent to Year 1 including but not limited to: the 2017 Wastewater Master Plan’s TM4, CITY’s consent decree, schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotechnical reports, and other sources provided by the CITY. DP will perform a preliminary site visit of the proposed work site(s) with CITY staff.

Task 203 Site Investigations

For Fiscal Year 2024 (FY24) the work in Task 203 and its subtasks shall be limited to the Grit Building, grit channels, and grit removal processing piping and equipment in the Grit Building and grit channels.

DP shall perform site investigations including but not limited to: visual review of building condition, review of existing geotechnical reports, and to the extent specified in paragraphs below:

- utility and process piping surveys;
- piping and process equipment identification;
- determination of out of service piping and equipment;
- demolition plan for out of service piping and equipment;
- asset risk review and useful life determination, and
- review of existing drawings and site plans.

203.1 – Inspections/Non-Destructive Testing

DP will perform a visual inspection and review of existing non-destructive testing and perform additional non-destructive testing where practical. Assets to be visually inspected and evaluated include mechanical, electrical, structural, architectural, and civil/site improvements. DP will use inspections and testing data to determine the remaining useful life of fixed and rotating assets and compare them to CITY’s asset standards. Specific subtasks include:

1. Field work Preparation:
 - a. Import data from CITY CMMS asset register for Blue River WWTP Assets
 - b. Review of as-built drawings
 - c. Review of maintenance records for Blue River Assets
 - d. Develop OCCPs in conjunction with CITY operations staff.
2. Field Preparation Workshop – DP will conduct a field preparation workshop with CITY staff to review existing Asset Management and/or condition protocols to incorporate into the field assessment. DP will also review any recommended additional testing for validation with CITY.

3. Mobile Tool Configuration and preparation – DP will configure the mobile condition assessment tool for field assessment.
4. Visual Condition Assessment utilizing mobile tool (CarolloAM).
5. Advanced non-destructive additional testing for the following equipment:
 - a. Infrared thermography on all medium voltage equipment.
 - b. Vibration testing on all pumps above 50 HP.
 - c. Oil test on pumps over 50 HP and over 20 years in age.
 - d. Additional testing deemed necessary as outcome of Field Preparation Workshop.
6. Post assessment preliminary findings workshop – DP will conduct with the CITY a workshop reviewing initial findings from the task. Photographs for worst condition assets as well as other significant findings will be reviewed and validated with the CITY.

203.2 – Determine Remaining Useful Life

DP will determine the remaining useful life of assets based on resulting condition assessment, installation and usage of assets, and CITY operations experience with the assets. DP will apply the industry standard design life and then adjust for condition to determine the remaining useful life.

203.3 – Utility Survey

This task will consist of a utility survey and a topographic survey. DP will perform a utility survey of CITY property in the immediate vicinity of the grit channels and grit processing structure. The utility survey will identify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer) both above and below grade. DP will map process piping both above and below grade. Utility survey data will be used to update the City’s basemap. The underground tunnel on the primary plant site will not be surveyed but will be shown as per as-builts, where it is located within the limits of the FY24 survey. DP will verify and establish project control for the site. Control to be tied to the Missouri State Plane Coordinate System of 1983 and vertical control will be NAVD 88.

203.3.1 Utility Survey

- DP will coordinate and survey utility locate marks provided by City. City to provide on-site staff to assist with identifying utility locations.
- In order to verify buried utility locations DP will complete up to 45 potholes and prepare a pothole summary log including: pothole number; coordinate location with ground elevation; depth to utility; anticipated utility size, depth, and material per Subsurface Utility Engineering SUE Level A, as described in ASCE/CI 38-02 publication. In the event all characteristics described above are not found the survey will be delivered at SUE Level C.
- Utilities surveyed within the project area will include existing storm sewer, sanitary, water and other utilities. An effort will be made to also include identification of top elevations, invert elevations, size and material included for sanitary and storm sewers/culverts and manholes where possible. Field conditions beyond the DP’s control may limit the collection of this information. Subsurface Utility Engineering (SUE) Level C, as described in ASCE/CI 38-02 publication will be provided for visible field surveys.

- DP will supplement missing utilities that could not be marked, or identified by potholing, by preparing an existing utility drawing based upon record drawings to be provided by the Owner. Subsurface Utility Engineering SUE Level D, as described in ASCE/CI 38-02 publication will be performed.

203.3.2 Topographic Survey

- DP will perform a topographic survey for above ground features including pavement, curb and gutter, trees, buildings, stairs, structures, vaults, manholes, meters, trees and features on the site utilizing a combination of traditional survey and LiDAR as specified in Task 207.

203.4 – Update City's GIS

DP will assist the CITY in transferring the Utility Survey data into the City’s GIS. DP will identify and document valves, meters, and sensors using existing as-builts and site sketches/drawings as a baseline to determine what assets exist and their general location. In addition, a comparison between the existing GIS and the Utility Survey task will be completed. Any differences will be incorporated into an updated GIS deliverable.

203.5 – Field Review Meeting

Conduct one on-site field review meeting with CITY staff to review existing conditions to confirm Task 203 investigations.

Task 204 Geotechnical Investigations

204.1 – Review Existing Geotechnical Reports

DP will review existing geotechnical reports to determine if they are sufficient for the immediate FPDB projects: Grit Improvements.

Task 205 Load Study and Electrical Work

DP will review feeds from Missouri Public Service Commission (PSC), Evergy, switchgear, substations, and MCCs. DP will update completed load study on each MCC, substation, transformers, other electrical equipment to a panelboard level (branch circuits not included), switchgear, and feeds. DP will update the Blue River WWTP one-line diagram with existing conditions. DP will use this information in developing phasing and recommended improvements in particular requirements to bring existing facilities up to current codes and maintain redundant feeds. DP will also analyze the SKM system, existing backup power generation, existing CITY power monitoring data, and interior lighting for future LED conversion.

- For smaller equipment such as panel boards, 80% loads will be estimated for the SKM model.

Task 206 BIM Development

LIDAR and BIM development for the Year 1 (FY24) authorization is limited to the grit channels, Grit Building and the immediate surrounding area.

After scanning the assets, DP will conduct a 4-hour workshop with CITY to confirm in-service/out-of-service status of equipment and verify the accuracy of what was found on record drawings. Upon conclusion of this workshop, DP will update the 3D model.

Out-of-service assets, and assets to be demolished will be placed on a separate layer. The same model may then be used to develop the Preliminary Design for each immediate delivery project by turning off the demolition layer, and placing new equipment, and major pipelines, and inline instrumentation in the model. The new items shown on the BIM will be tagged for identification purposes per KCMO standards as indicated in the data portion of the work plan. Further intelligence will not be added to these elements. Existing equipment, pipelines, valves, ducts, electrical panels and conduits that continue to be in service will not be tagged or converted to design elements.

At the end of this Sub-task, the BIM will be available for CITY's transmission to a Design-Builder or Designer in its native format.

The level of detail the BIM, at the time of delivery to the CITY, will be as follows:

- Process: All major equipment will be shown in the BIM as boxes. Major piping (4" and larger), along with major valves and inline instruments will also be shown. Flushing and drain connections, and smaller piping such as recirculation and bypass loops, etc., will not be shown. For utilities (e.g., service water, potable water), only the building entrance points will be shown. The smaller equipment and piping will be captured in the P&IDs.
- Limited number of 2D extractions will also be generated and annotated to further define the design intent.
- HVAC: Based on the anticipated heat loads, DP will size the major HVAC equipment (MAUs, AHU, ACCUs, etc.) and locate it in the BIM as boxes. HVAC duct routing will not be shown. However, the BIM will include reserved space for major ducts to avoid interference with process piping. 2D sketches will be created to show the interconnecting ductwork, anticipated sizes of the ducts, intake points, etc.
- Electrical: Based on motor list and approximate horse powers, the DP will size MCCs, VFDs, 480 VAC and 120 VAC power panels, and show them in the BIM as boxes.
- Automatic transfer switches, transformers, etc., will also be shown on the BIM as needed.
- The electrical details will be captured in 2D one-line diagrams and power wiring schematics as necessary. The conduit and raceway routing will not be shown. However, the BIM will include space reservation for major electrical raceways.
- I&C: The I&C design will be captured in P&IDs. The control panels will also be shown in the BIM as boxes.
- Structural: The BIM will include rough building sizing/envelope. Buildings and structures will be shown with correct geometry and located on the site plan with correct positioning to the plant or state plane coordinate system. 2D draft floor plans will be generated from the model.
- For new facilities, BIM will show the rough sizing and material for beams, columns, floor slabs, roof, etc., based on anticipated equipment weights. For existing facilities, area needing structural rehab/modifications will be identified on 2D extractions. For example,

this may include recommendations for additional beams or isolation platforms to support new equipment designed to 20% level.

Task 207 – LiDAR Scanning

Where specified above, High Definition Survey (HDS) 3D static laser scanning and drone scanning with imagery will be used. Project control points will be utilized to register the LiDAR scans. LiDAR will be captured at an accuracy to support a LOD 200 BIM model. Static LiDAR scans will be at an accuracy of +/- .125 inches. Drone accuracy is +/- .05 ft on hard surfaces and will be flown at a height of 200-300 ft above ground.

Task Series 200 Deliverables

- Autodesk Recap (including image bubble views and 3D point cloud)
- Drone LiDAR scan will be delivered in LAS format at 1/2” density
- Digital orthophotography tiled into manageable sections
- File geodatabase with locations of site piping including attribute information as verified from the survey or from the as built drawings.
- Standard drawing file in AutoCAD format at 1:20 scale, contours at a 1.0-foot interval but will exclude the grit building and basins that will be included in the LiDAR scan
- DTM in a LandXML format
- Standard text file of survey points
- Updated SKM model from load study
- Draft and Final Technical Memorandum: Flows and Loads Evaluation
- Draft and Final Technical Memorandum: Review of Existing Information
- The BIM model will be transmitted to the CITY at the end of the Facility Plan.

TASK SERIES 300 - FACILITY PLAN AND IMPROVEMENTS DESIGN

Task 301 Hydraulic and Process Capacity

301.1 – Hydraulic Profile Development and CFD Analysis

DP will develop a hydraulic profile model for the existing grit system facilities based on upstream and downstream control elevations established by other unit processes as well as a computational flow dynamics (CFD) model to assist in the evaluation of grit removal alternatives. Additionally, a limited hydraulic profile model will be developed for the liquid processes for comparison of the wet-weather option and the BNR option. These models will be developed based on information derived from As-built drawings provided by the CITY.

301.2 – Process Modeling and Influent Loading Conditions

DP will update the previously developed whole-plant model for use in the initial development of the wet-weather option and the BNR option. Modeling will be conducted sufficient to establish basic sizing and performance of unit processes associated with the selected representative option for wet weather and BNR. Refinement of the process model, input, and output in future FY 25 and FY 26 efforts may be required to establish additional detail and refinement for further refinement planning, design, and alternatives analysis. DP will develop plant influent loadings defining annual average, maximum month winter and peak day summer loading conditions based

on the evaluation of historical data provided by the City and the flow and loading projections developed by the DP. Design loading conditions will be defined for an initial improvement implementation stage (2035) and for the project’s planning horizon (2045). DP shall review the model and the influent loading assumptions with CITY.

301.3 – Sampling Plan

DP will review CITY’s current Sampling Plan and make recommendations for additional sampling to support FY 24 and future evaluation, sizing, and design of treatment alternatives. DP’s recommendations will be submitted to CITY as a Technical Memorandum for City review and discussion.

Task 302 Selected Initial Alternative Development

For the first authorization, covering FY24, alternatives development will be limited to development of one representative Consent Decree Wet Weather option and one 5-Stage BNR liquid treatment option. The wet weather option and the BNR liquid treatment option will be developed to a 3% facility plan design level and provided with an ACE Class 5 Opinion of Probable Project Cost. Development of each includes a 2-day Concentrated, Accelerated, Motivated, Problem-Solving (CAMP®). The two-day CAMP® integrated process will be used to help coordinate and accelerate conceptual design decisions. DP will provide or host the location for the CAMP® with transportation, lodging, and a per diem being budgeted for up to five DP attendees. Objectives of CAMP® will also include selection of alternatives to be evaluated for both sub-tasks and known CITY technical requirements for which each alternative must adhere.

Discipline	%	3% Facility Plan Level Definition
		Narrative
Process	30	<ul style="list-style-type: none"> • Prepare process flow diagram of initial alternatives • Prepare a site plan of major processes and structures • Prepare initial hydraulic profile • Perform initial process modeling or process calculations for preliminary process sizing • Develop a single plan drawing and a single section drawing for major process structures • Develop basic sketch up rendering of major process structures
Site Civil	2	Basic yard drawings showing initial routing of Major process piping (>36”), significant areas of grading, initial process tank and building locations and major new roadways
Geotechnical	3	<ul style="list-style-type: none"> • Review available geotechnical reports. • Develop detailed geotechnical scope to support planning
Structural	2	Identify initial foundation requirements based on existing geotechnical information. Provide initial estimate of wall and slab sized used for initial drawings and models No discrete deliverable.
Mechanical (process piping)	5	Major piping (>36”) shown on the site plan and process drawings.
HVAC	0	-
Plumbing	0	-
Architectural	0	

Discipline	%	3% Facility Plan Level Definition
		Narrative
Electrical and misc. I&C	2	Identify power sources. And initial space requirements for electrical distribution and major switchgear and MCC rooms. No I&C work associated with this level of development
P&IDs	0	-
Sequences of Operation, Control Block Description, Control Description Narrative	0	-
Floor Plans	0	-
Asset Management	0	-
Cost Estimate	5	Per AACE Class 5 Opinion of Probable Construction Cost

302.1 – Consent Decree Wet Weather Option

This option is intended to serve as the basis for strategy development, and potential negotiations with USEPA related to compliance with the Consent Decree requirements, and it is anticipated will include either:

Location of wet-weather facilities at the primary site as currently defined and the following components:

- a. New stub-up and valving for future primary clarifiers or high-rate treatment.
- b. Primary splitter and junction repairs or new junction if necessary.
- c. Additional primary clarifiers and new high-rate treatment as defined in the Consent Decree
- d. Blue River Pump Station upgrades.
- e. Disinfection system (assuming either peracetic acid or sodium hypochlorite/bisulfate)
- f. North ash lagoon land usage for flow equalization and storage.

Or location of wet-weather facilities at the secondary site including the following components:

- a. Peak flow bypass after grit removal
- b. Hydraulic conveyance pipelines and pump stations for transfer of wet-weather peaks to secondary site
- c. Stub up for future primaries, or additional primary clarifiers, or conversion of secondary clarifiers to wet-weather primaries at secondary site. Consideration of dual use primaries for dry weather and wet weather
- d. High rate cloth media filtration of bypass wet weather flows in parallel or series with wet weather primary clarifiers. Consideration of dual use filters for secondary effluent treatment during dry weather and raw wastewater or primary effluent during wet weather
- e. Pump station upgrades, as necessary
- f. Disinfection of wet weather flows (assuming either peracetic acid or sodium hypochlorite/bisulfate)

After initial consultation and wet weather workshop the DP will be directed as to which alternate approach will be developed as the wet weather option to support the intent of the task.

302.2 – Biological Nutrient Removal (BNR) Liquid Treatment Option

Initial development of a conventional 5-stage BNR treatment option sized for future 2045 flows will be identified and developed for Blue River Secondary based on advice from CITY's Regulatory Compliance Consultant. This option is intended to serve as the basis for negotiations with MDNR related to regulatory compliance with new nutrient removal requirements. Additional alternatives such as intensified activated sludge, Aerobic Granular Sludge (AGS) or MBR may be evaluated and developed for future facility planning in FY25 and FY 26.

Task 303 – Joint Use Memorandum Update

Review Joint Use Memorandum (TM4).

Task 304 – Update PFD in Consent Decree

Review CITY's current process flow diagram, which is included in the consent decree, and update it for decisions made.

Task 305 Grit Upgrade System

The first-year authorization (FY24) includes development of the Grit System Upgrade to 10% design level, in preparation for completion of 20% design and procurement assistance in a subsequent authorization (FY25). The design of improvements to the Blue River Grit System shall be sized for the consent decree's maximum flow at the Blue River WWTP. The end-use of the 20% Design will be for inclusion in bridging documents for a Fixed Fee Design-Build Project while allowing alternative approaches. Three alternatives will be identified and advanced to a 3% level definition as described in Task 302. During a two-day CAMP®, the DP will assist the City in selecting one alternative to move forward to a 10% design.

305.1 – Grit System Upgrade 10% Design

The conceptual design will document the evaluation of the grit system at the Blue River WWTP and will incorporate related deliverables developed in Task Series 200. Upgrades will consider the condition of existing assets, remaining useful life, current performance and anticipated performance requirements.

Three grit system upgrade alternatives will be considered and evaluated based on ranked criteria identified by CITY personnel. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), operational complexity, sustainability, and other criteria deemed relevant. The evaluations will be compiled into a Conceptual Design TM and presented to the CITY.

DP will also conduct interviews with CITY operations staff and other key stakeholders to 1) identify and rank additional evaluation criteria and 2) identify preferences and requirements for the new grit system equipment and other related improvements, if any.

After CAMP®, DP will prepare a Conceptual Design TM that documents the investigations performed in Task Series 200 for the grit system. At a minimum, the Conceptual Design TM shall include the following:

- Executive summary;
- Introduction;
- Description of three alternatives considered to meet the Project requirements;
- Advantages/disadvantages/risks summary table;
- Process calculations;

- Initial selection of process and mechanical equipment included in each alternative
- Conceptual schematics for each alternative;
- Opinions of probable construction costs for each alternative; and
- Analysis of capital, O&M, and life cycle cost to support quadruple bottom line and Envision™ assessments
- Recommendation for advancement to preliminary design.

The following table illustrates the CITY’s definition of 10% Design level of detail for the FY24 authorization:

Discipline	%	10% Conceptual
		Narrative
Process	60	<ul style="list-style-type: none"> • Evaluate three alternatives for 1) rehab of existing grit basins and grit handling systems without construction of new tanks and structures, 2) complete replacement of both grit basins and grit handling systems with new tanks and structures, 3) hybrid of complete replacement of grit handling systems with new building and rehab of existing grit basins with new equipment. Select preferred approach. • Evaluate grit separation and grit handling process and equipment selections (eg Aerated, Modified aerated, vortex, or stacked tray). Select preferred equipment. • Prepare process flow diagram of selected alternative • Prepare a site plan of major processes and structures • Prepare initial hydraulic profile • Perform initial process calculations for preliminary process element sizing • Develop plan and section drawing adequate to convey the design concepts of major process structures • Develop basic sketch up rendering of major process areas and structures.
Site Civil	2	<ul style="list-style-type: none"> • Basic yard drawings showing initial routing of major process piping (>12”), • Identify and prepare initial plans for significant areas of grading, • Identify initial process tank and building locations and new roadways
Geotechnical	10	<ul style="list-style-type: none"> • Review available geotechnical reports. • Develop detailed geotechnical scope to support design • Develop Boring plan
Structural	2	<ul style="list-style-type: none"> • Identify areas of structural rehabilitation • Identify initial foundation requirements based on existing geotechnical information and preliminary site specific geotechnical investigation. • Provide initial estimate of wall and slab sized used for initial drawings and models • Commence with structural design of new buildings to support cost estimating

Discipline	%	10% Conceptual
		Narrative
Mechanical (process piping)	10	<ul style="list-style-type: none"> Major piping (>12") shown on the site plan and process drawings Select and initial sizing major process equipment.
HVAC	2	Identify areas to heat and cool, draft NFPA determination
Plumbing	1	Identify plumbing needs
Architectural	0	Drawings will not be provided but architectural requirements shall be defined using tables or specifications-
Electrical and misc. I&C	2	Power study of existing equipment and draft load table for equipment, SCADA connectivity method determine, physical radio path study complete if applicable
P&IDs	30	Draft PI&Ds with process equipment and instruments.
Sequences of Operation, Control Block Description, Control Description Narrative	0	-
Floor Plans	20	Draft floor plans and demolition
Asset Management	0	-
Cost Estimate	10	Per AACE Class 4 Opinion of Probable Construction Cost

Where feasible, environmentally sustainable design considerations shall be included in the Conceptual Design TM to identify sustainable design opportunities for the grit system upgrade.

The Conceptual Design TM shall include schematic drawings showing the general arrangement of the facility within each alternative on the available site along with known and potential future work as already identified by the CITY or DP. The estimated percent complete of the Conceptual Design is 10%.

After the submission of the Conceptual Design TM, DP shall present their findings in one meeting that includes both relevant WSD operations and management staff as identified by the CITY's PM. The CITY will identify their preferred grit system upgrade alternative to be carried into the FPDB project. The Conceptual Design TM will be revised to reflect the comments obtained.

Task 306 – QA of Birmingham WWTP Scenarios

Review and provide comments on documentation and technical memoranda provided by other CITY vendor regarding the elimination of the Birmingham Wastewater Treatment Plant. DP will coordinate directly with CITY's other vendor on cost estimating methodology employed in development of Birmingham WWTP scenarios.

Task Series 300 Deliverables

- Hydraulic and Process Capacity Technical Memorandum
- 3% Design and opinion of probable project cost for the Consent Decree Wet-Weather Option and the BNR Liquid Treatment Option
- Draft and Final Grit System Conceptual Design TM in electronic MS Word and PDF format

TASK SERIES 400 – ENVISION™ SUSTAINABILITY DESIGN

Task 401 Envision™ Credits

The DP shall review the predetermined Envision™ credits based on the appropriate project type as provided in the KC Water Sustainability Playbook. The DP shall evaluate the credits, along with the Project Manager, at each scoped phase of design and construction phase covered by the contract. The DP shall utilize the Conversation Guide and update the Sustainability Tracking Spreadsheet with each evaluation. Following the final evaluation, the DP shall provide a memorandum and the Sustainability Tracking Spreadsheet summarizing how the project met the sustainability goals set for the project and how the project increased sustainability using the selected Tier 1 credits. Envision™ certification is not included in this scope, but DP shall review the Envision™ credit support documentation requirements from the Envision Guidance Manual. If the CITY decides to move forward with Envision™ verification, additional DP support services will be provided as Optional Services. However, the DP shall be responsible for the Envision™ credit scores reported during this Project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP). After the selection of the design alternative to take to full design, the City shall determine the Envision™ tier for the project.

401.1 – Tier 1 Assessment

The ENV SP will utilize the standard KC Water Tier 1 Sustainability Tracking Spreadsheet to assess the project's overall sustainability and identify any potential area where sustainability can be increased.

401.2 – Conversation Guide

The ENV SP will utilize the KC Water Conversation Guide to facilitate sustainability related discussions with the various team members at each scoped phase of the project. The ENV SP will also update the Conversation Guide to reflect the outcomes of these conversations.

401.3 – Project Meetings

The ENV SP will attend the Project Kickoff meeting and monthly project meetings to follow project updates that will impact project sustainability, lead conversations regarding specific sustainability topics, and share project sustainability or Envision™ updates as necessary.

401.4 – Envision™ Memorandum

The ENV SP will develop an Envision™ Memorandum after the final credit evaluation to summarize sustainability information related to the project development and the conversations leading up to those design decisions.

Deliverables

- Updated Conversation Guide
- Tier 1 Project Assessment
- Envision™ Memorandum

TASK SERIES 500 – PUBLIC OUTREACH

Task 501 Public Involvement and Outreach Planning

DP's public outreach team will become engaged in Year 1 of the project by participating in meetings, assisting with CAMP® coordination arrangements, and preparing for providing assistance with public outreach in future years of the project.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of **\$199,888.00** for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- C. Special Consultants or independent professional associates requested or authorized by CITY.
- D. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology
- E. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.
- F. Creation of AutoCAD or BIM as-builts.
- G. Completing an additional Site Survey.
- H. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- I. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.

- J. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- K. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
- L. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond DP's control.
- M. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- N. Acceleration of the progress schedule involving services beyond normal working hours
- O. Further development and verification of Envision™ credits through conceptual to final design.
- P. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.
- Q. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- R. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- S. Assist the CITY in feasibility analysis and design of water reuse unit process and conveyance. Assist KC Water in setting up a water reuse utility.
- T. Assisting CITY with appraisal and/or acquisition of additional easements or re-zoning.
- U. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- V. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- W. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
- X. Any electrical site utilities located outside of the plant site or any special studies, arc flash calculations, reports or other items requested by governmental agencies are not provided as part of the Basic Scope of Services, but will be considered as Optional Services, should they be required and authorized by the City.
- Y. Commissioning and Startup Assistance
- Z. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. Method of financing or availability of funding;
- AA. Additional work necessary for WWTD to fulfill its commitments.

- BB. Assistance in evaluating and completing Developer RFI, development of project limits, and other development support.
- BB. Flood plain mitigation
- CC. Evaluation of odor control for equipment protection.
- DD. Additional DP support services to support Envision™ verification
- EE. 30% Design
- FF. Final Design
- GG. Bidding Service.
- HH. Construction Phase Services
- II. Site Investigations outside the immediate vicinity of the grit facilities.
- JJ. Geotechnical subsurface investigations and report.
- KK. Structural evaluation of the NEID surge tower.
- LL. Stormwater Flow Modeling and Assessments.
- MM. Additional Mechanical Equipment Assessments including the Blue River Pump Station priming system, Valve Evaluations, Classification Inspections, Trickling Filter Inspections, Plumbing inspections, and Process Mechanical Automation.
- NN. Existing conditions BIM development outside the immediate area of the grit facilities.
- OO. Boundary or ALTA survey
- PP. Easement preparation or review of title reports
- QQ. Large diameter sewer inspection.
- RR. Condition assessment evaluations and report outside the immediate area of the grit facilities.
- SS. Facility Plan development including alternatives development, cost estimating and final report.
- TT. Grit System Upgrade design beyond 10% design level.
- UU. Grit System FPDB Design Oversight and Grit System FPDB Construction Oversight.
- VV. NEID Sampler Replacement design.
- WW.SRF Loan Application Assistance and Environmental Permitting.
- XX. Primary effluent reuse evaluation and design.
- YY. Envision™ Memorandum.
- ZZ. Public Outreach development of templates project broadcasting.
- AAA. Emergency Backup Power 20% Design for FPDB.

V. CITY'S RESPONSIBILITIES

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

- A. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.
- B. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- C. 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.
- D. CITY's Project Manager will coordinate meetings between City staff and the DP.
- E. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- F. Provide an electrician during field investigations to open electrical equipment and feeders to verify sizes where required.
- G. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.
- H. Provide DP with private property access agreements with current property owners to perform field investigations.
- I. CITY will coordinate underground utility location and provide DP with that information.
- J. City to provide on-site staff to assist with identifying utility locations.
- K. Notify CITY personnel of scanning activities.
- L. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Prepare agenda and conduct the pre-bid conference.
 - 2. Advertise project Construction Contract Documents, including addenda.
 - 3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
 - 4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

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

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

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

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

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

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

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

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

2. Submittal Specifications

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

3. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

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

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

ATTACHMENT C

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

**ATTACHMENT C
DESIGN PROFESSIONAL MANHOURS AND FEE ESTIMATE**

PROJECT TITLE: **KCMO Blue River Wastewater Treatment Plant Facility Plan**
PROJECT NO. **81000999**

Design Professional Services - Year 1 ⁽¹⁾	Labor (Hr)	Fees (\$)
<u>Engineering Services Labor</u> ⁽²⁾		
Task Series 100 - Project Management and Administration	1,442	\$ 374,075
Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Reports	6,740	\$ 1,175,755
Task Series 300 - Facility Plan & Improvements Design	7,045	\$ 1,454,893
Task Series 400 - Envision Sustainability Design	210	\$ 28,961
Task Series 500 - Public Outreach (Not Used)	0	\$ -
Total Engineering Services Labor	15,437	\$ 3,033,684
<u>Expenses</u> ⁽³⁾		
Travel	--	\$ 72,028
Other Direct Costs	--	\$ 124,400
Total Expenses		\$ 196,428
<u>Optional Services</u>		
Total Not-to-Exceed Project Fees		\$ 199,888
		\$ 3,430,000

NOTES:

1. Rate schedule (hourly billing rates) are based on Attachment C. Future contracts will be subject to escalation.
2. All subconsultants will be billed at cost with no additional markup. Costs are included in Engineering Services Labor and Expenses.
3. All expenses will be billed at cost with no additional markup.

**ATTACHMENT C
SCHEDULE OF POSITION CLASSIFICATIONS**

Contract NO. 1677 Blue River WWTP
PROJECT TITLE: Facility Plan and Improvements Design
PROJECT NO. 202359

Labor Category	Hourly Billing Rate Range	Hourly RAW Rate Range
Principal In Charge	\$258 - \$380	\$85 - \$125
Project Manager	\$182 - \$410	\$60 - \$135
Technical Advisor	\$258 - \$395	\$85 - \$130
Deputy Project Manager / Project Controls	\$197 - \$319	\$65 - \$105
Facility Plan Lead	\$228 - 334	\$75 - \$110
QC Lead III	\$273 - \$440	\$90 - \$145
QC Lead II	\$212 - \$410	\$70 - \$135
QC Lead I	\$136 - \$258	\$45 - \$85
Site Investigation Lead	\$273 - \$349	\$90 - \$115
Alternative Delivery Advisor/QC	\$273 - \$380	\$90 - \$125
Cost Estimator	\$197 - \$364	\$65 - \$120
Professional Advisor	\$228 - 364	\$75 - \$120
Senior Professional	\$197 - \$334	\$65 - \$110
Professional	\$167 - 273	\$55 - \$90
Assistant Professional	\$121 - \$243	\$40 - \$80
BIM/CADD Lead	\$182 - \$228	\$60 - \$75
Improvements Design Lead/DB Proc	\$197 - \$264	\$65 - \$87
Admin Assist/Document Control	\$66 - \$167	\$22 - \$55
Senior Technician	\$106 - \$273	\$35 - \$90
Technician	\$69 - \$152	\$23 - \$50
Senior Technical Advisor	\$334 - \$516	\$110 - \$170
Expert II	\$273 - \$410	\$90 - \$135
Junior Professional	\$106 - \$167	\$35 - \$55
Constructability Lead I	\$197 - \$300	\$65 - \$99
Mid-Level Professional	\$152 - \$212	\$50 - \$70
Senior Professional II	\$197 - \$300	\$65 - \$99
BIM/CADD Lead II	\$106 - \$167	\$35 - \$55
Senior Communications Specialist	\$106 - \$167	\$35 - \$55
Communications Coordinator	\$76 - \$121	\$25 - \$40
Marketing	\$106 - \$167	\$35 - \$55
Communications Manager	\$121 - \$182	\$40 - \$60
Asset Management Consultant	\$197 - \$319	\$65 - \$105
Maintenance & Reliability Specialist	\$152 - \$212	\$50 - \$70
Data/Acq/Scanning/LIDAR Lead	\$127 - \$197	\$42 - \$65
LiDAR Static Scan Tech	\$60 - \$106	\$20 - \$35
Flight Tech	\$91 - \$152	\$30 - \$50
Flight Pilot	\$76 - \$121	\$25 - \$40
Utility Coordinator	\$91 - \$152	\$30 - 50
Prof Land Surveyor	\$121 - \$197	\$40 - \$65
Project Engineer	\$109 - \$167	\$36 - \$55
Project Designer III	\$91 - \$136	\$30 - \$45
Survey Crew Chief	\$88 - \$136	\$29 - \$45
Survey Crew	\$167 - \$258	\$55 - \$85
GIS/Office/Survey Technician	\$97 - \$167	\$32 - \$55
Sr. Industry Specialist	\$197 - \$297	\$65 - \$98
Structural PM	\$136 - \$212	\$45 - \$70
Envision Lead	\$91 - \$136	\$30 - \$45
Site/Civil Engineer	\$136 - \$197	\$45 - \$65
Site/Civil Support	\$91 - \$136	\$30 - \$45
Structural Engineer	\$121 - \$182	\$40 - \$60
Structural Support I	\$85 - \$136	\$28 - \$45
Structural Support II	\$127 - \$197	\$42 - \$65
Engineering Tech	\$121 - \$182	\$40 - \$60
Principal	\$167 - \$243	\$55 - \$80
Resident Engineer	\$121 - \$197	\$40 - \$65
Senior Electrical	\$136 - \$212	\$45 - \$70
Senior Mechanical	\$136 - \$212	\$45 - \$70
Mech/Elec CADD	\$85 - \$127	\$28 - \$42
Project Assistant	\$66 - \$106	\$22 - \$35
Geotechnical Principal/Group Manager	\$167 - \$252	\$55 - \$83
Geotechnical Sr. Engineer	\$152 - \$228	\$50 - \$75
Geotechnical Engineer II	\$100 - \$152	\$33 - \$50
Geotechnical Engineer I	\$76 - \$121	\$25 - \$40
Geotechnical Admin	\$66 - \$88	\$22 - \$29
Constructability Lead I	\$121 - \$182	\$40 - \$60
Design Engineer	\$136 - \$197	\$45 - \$65
Architect PM/Senior Architect	\$152 - \$228	\$50 - \$75
Accountant	\$66 - \$228	\$22 - \$75
Project Architect	\$106 - \$197	\$35 - \$65
Architect CADD Tech	\$121 - \$197	\$40 - \$65
Electrical/I&C Engineer	\$197 - \$273	\$65 - \$90

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.

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Wayne R. Miller Jr., acting in my capacity as Vice President
(Name) *(Position with Firm)*
of Carollo Engineers, Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days <input type="checkbox"/>	75 days <input type="checkbox"/>	135 days <input type="checkbox"/>
30 days <input type="checkbox"/>	90 days <input type="checkbox"/>	150 days <input type="checkbox"/>
45 days <input type="checkbox"/>	105 days <input type="checkbox"/>	165 days <input type="checkbox"/>
60 days <input type="checkbox"/>	120 days <input type="checkbox"/>	180 days <input type="checkbox"/>
Other <u>1095 Days</u> (Specify)		

Throughout Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 34 % Middle 1/3 33 % Final 1/3 33 %

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

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


(Signature)

Vice President

(Position with Firm)

6/21/2023

(Date)





CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number Project No. 81000999 / Contract 1677

Project Title Blue River WWTP Facility Plan and Improvements Design

Blue River WWTP Facility Plan and Improvements Design
(Department Project)

Water Services
Department

Carollo Engineers, Inc.
(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

I, Wayne R. Miller Jr., of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are 14 % MBE and 14 % WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

1. **BIDDER/PROPOSER PARTICIPATION:** 14 % MBE 14 % WBE

1. **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ 3,230,111.19

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

Name of M/WBE Firm Taliaferro & Browne, Inc. (MBE)
 Address 1020 East 8th Street, Kansas City, MO 64106
 Telephone No. 816.283.3456
 I.R.S. No. 48-0758891



Additional MBE/WBE Firms

- g. Name of M/WBE Firm KMB Engineering, LLC (WBE)
Address 11412 West 114th Street, Overland Park, KS 66210
Telephone No. 913.707.0543
I.R.S. No. 87-4401810
- h. Name of M/WBE Firm McCurdy Engineers (WBE)
Address 9613 West 123rd Street, Overland Park, KS 66213
Telephone No. 816.868.4720
I.R.S. No. 27-3210878

Name of M/WBE Firm TREKK Design Group, LLC (WBE)
 Address 1411 East 104th Street, Kansas City, MO 64131
 Telephone No. 816.874.4655
 I.R.S. No. 43-1953275

Name of M/WBE Firm TSi Geotechnical, Inc. (MBE)
 Address 8248 NW 101st Terrace, #5, Kansas City, MO 64153
 Telephone No. 816.599.7965
 I.R.S. No. 43-1535463

Name of M/WBE Firm Custom Engineering, Inc. (MBE)
 Address 12760 East U.S. Highway 40, Independence, MO 64055
 Telephone No. 816.350.1473
 I.R.S. No. 43-1031915

Name of M/WBE Firm Environmental Advisors and Engineers, Inc. (WBE)
 Address 19211 West 64th Terrace, Shawnee, KS 66218
 Telephone No. 913.599.4326
 I.R.S. No. 43-1806626

Name of M/WBE Firm Parson + Associates, LLC (MBE)
 Address 1518 East 18th Street, Kansas City, MO 64108
 Telephone No. 816.216.6571
 I.R.S. No. 33-1169076

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Taliaferro & Browne, Inc.		\$ 172,031.00	\$ 172,031.00	5.33
TSi Geotechnical, Inc.		\$ 33,593.00	\$ 33,593.00	1.04
Custom Engineering, Inc.		\$ 210,981.00	\$ 210,981.00	6.53
Parson + Associates, LLC		\$ 35,611.00	\$ 35,611.00	1.10



TOTAL MBE \$ / TOTAL MBE %: \$ 452,216.00 14.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TREKK Design Group, LLC		\$ 281,580.00	\$ 281,580.00	8.70
Environmental Advisors and Engineers, Inc.		\$ 111,333.00	\$ 111,333.00	3.45
KMB Engineering, LLC		\$ 56,457.00	\$ 56,457.00	1.75
McCurdy Engineers		\$ 7,100.00	\$ 7,100.00	0.20
TOTAL WBE \$ / TOTAL WBE %:		\$ <u>456,470.00</u>		<u>14.10</u> %

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

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

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



6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Wayne Miller
 Address: 903 E 104th Street, Suite 230
Kansas City, MO 64131
 Phone Number: 816.326.6730
 Facsimile number: _____
 E-mail Address: wmiller@carollo.com

By: *Wayne Miller*
 Title: Vice President
 Date: 6/21/2023
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 21 day of June, 2023.

My Commission Expires: 28 Sept. 2026 *Sara E McPhail*
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

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

Structural condition assessment of the existing grit removal facilities, structural and site civil conceptual engineering services for the Wet-Weather and BNR Options, and structural and site civil preliminary engineering services Grit Removal System Upgrade alternatives.

for an estimated amount of \$ 172,031 (or 5.3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June, 20 23

My Commission Expires: 28 Sept. 2026 Sara E McPhail
Notary Public

STAMP:



MWBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Browne, Inc. (MBE)

Hagos E, Andebrhan
Signature: Subcontractor
CEO
Title

Hagos E, Andebrhan
Print Name
06/20/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 20th day of June, 20 23

My Commission Expires: 03-07-2026 Eartha J. Taylor
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

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

Utility survey, LIDAR scanning, topographic survey, site civil engineering support

for an estimated amount of \$ 281,580 (or 8.7 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

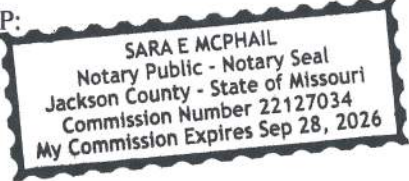
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June, 20 23

My Commission Expires: 28 Sept 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC. (WBE)

Justin Likes
Signature: Subcontractor
Associate Partner
Title

Justin Likes
Print Name
6/20/2023
Date

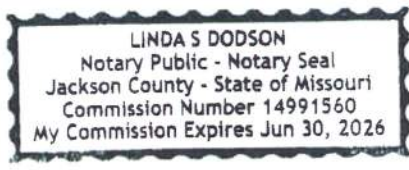
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of June 20th, 20 23

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

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

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

Review of existing geotechnical reports, geotechnical recommendations pertaining to immediate projects, and geotechnical recommendations pertaining to planned projects.

for an estimated amount of \$ 33,593 (or 1 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

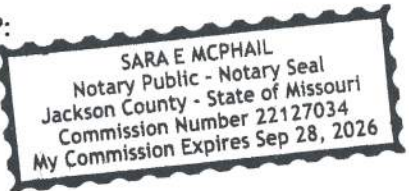
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June, 2023

My Commission Expires: 28 Sept 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Tech. Services to Go, Inc. (MBE)

Denise B. Hervey
Signature: Subcontractor
CEO
Title

Denise B. Hervey
Print Name
06/20/23
Date

State of Missouri)
County of St. Louis)

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

Subscribed and sworn to before me, a notary public, on this 20th day of June, 2023

My Commission Expires: 9/24/23 Molly K Harris
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

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

Condition assessment of Electrical, HVAC and plumbing systems, Electrical Load Study, 20% Design of Electrical, HVAC and plumbing systems for the Grit Removal System Upgrade alternatives, Conceptual Design of Electrical, HVAC and plumbing systems for the Wet Weather Option and the BNR Option.

for an estimated amount of \$ 210,981 (or 6.53 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June, 2023

My Commission Expires: 28 Sept. 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Custom Engineering, Inc. (MBE)

Joseph T. Davis
Signature: Subcontractor
CEO
Title

Joseph T. Davis
Print Name
06/20/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of June 20th, 2023

My Commission Expires: 1-19-2026 Erin Decker
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

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

Condition assessment of architectural systems at the existing Grit Removal Facility, conceptual design of architectural systems for the Wet Weather Option and BNR Option, and 20% Architectural Design for the Grit Removal System Upgrade alternatives

for an estimated amount of \$ 111,333 (or 3.45 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June, 2023

My Commission Expires: 28 Sept 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Environmental Advisors and Engineers, Inc.

Robert Bens
Signature: Subcontractor
Principal/VP
Title

Robert Bens
Print Name
6/20/2023
Date

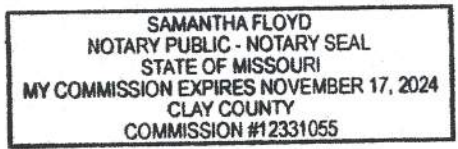
State of Missouri)
County of Clay)

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

Subscribed and sworn to before me, a notary public, on this 20th day of June, 2023

My Commission Expires: November 17, 2024 S FLOYD
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

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

Participation in, and assistance with, meetings and development of the public outreach plan.

for an estimated amount of \$ 35,611 (or 1.1 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June, 20 23

My Commission Expires: 28 Sept 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Parson and Associates (MBE)

Robert "Jason" Parson
Signature: Subcontractor
Pr. Lt
Title

Robert "Jason" Parson
Print Name
21 June 23
Date

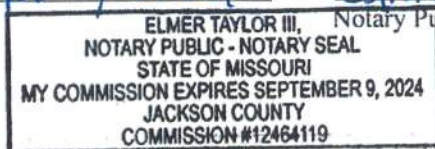
State of)
County of)

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

Subscribed and sworn to before me, a notary public, on this 21st day of June 20 23

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

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

PART 1: Prime Contractor Carollo Engineers, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor KMB Engineering LLC (WBE) who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Condition assessment of I&C systems at the existing Grit Removal Facility, I&C preliminary engineering design for the Grit Removal System Upgrade alternatives.

for an estimated amount of \$ 56,457 (or 1.75 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Signature: Prime Contractor Wayne R Miller, Jr.
Vice President Wayne R Miller, Jr.
Title Wayne R Miller, Jr.
Print Name Wayne R Miller, Jr.
Date 6/21/2023

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 2021st day of June, 20 23

My Commission Expires: 28 Sept. 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: KMB Engineering LLC

Signature: Subcontractor Kathleen M Buechler
Principal Kathleen M Buechler
Title Kathleen M Buechler
Print Name Kathleen M Buechler
Date 6/20/23

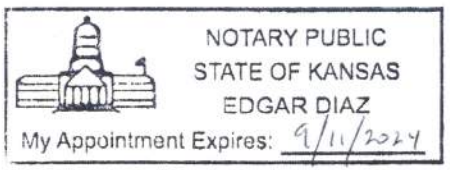
State of)
County of)

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

Subscribed and sworn to before me, a notary public, on this day of June 20th, 20 23

My Commission Expires: 9/11/2024 Edgar Diaz
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:
 Original LOI:
 Updated LOI:

Project Name/Title Blue River WWTP Facility Plan and Improvements Design

Project Location/Number Blue River WWTP / Proj. No. 81000999 / Contract 1677

PART 1: Prime Contractor Carollo Engineers, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor McCurdy Engineers, LLC (WBE) who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Participation in constructibility reviews.

for an estimated amount of \$ 7,100 (or 0.2 % of the total estimated contract value.)

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

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

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

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

(1) Company name: McCurdy Engineers

Full address: 420 W 123RD TERR KCMO 64145
Street number and name City, State and Zip Code

Primary contact: AMY McCURDY 816-868-4720
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Carollo Engineers, Inc.

Wayne R Miller, Jr.
Signature: Prime Contractor
Vice President
Title

Wayne R Miller, Jr.
Print Name
6/21/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 21 day of June, 20 23

My Commission Expires: 28 Sept. 2026 Sara E McPhail
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: McCurdy Engineers, LLC (WBE)

Amy L. McCurdy
Signature: Subcontractor
PRESIDENT
Title

Amy L. McCurdy
Print Name
6/20/2023
Date

State of Missouri)
County of Jackson County)

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

Subscribed and sworn to before me, a notary public, on this 20 day of ~~20~~, 20 23

June
My Commission Expires: 28 Sept. 2026 Sara E McPhail
Notary Public

STAMP:





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 1st day of August, 2023, before me appeared Wayne R. Miller Jr., personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

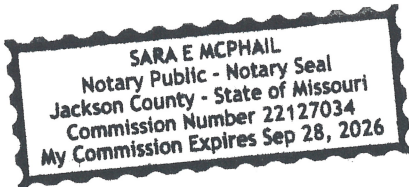
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

W. J. ...
Affiant's signature

Subscribed and sworn to before me this 1st day of August, 2023.

Sara E McPhail
Notary Public

My Commission expires:



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

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

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

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

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

B. INFORMATION SECURITY REQUIREMENTS

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

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

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

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

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

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Carollo Engineers, Inc. (Employer) hereby designates and appoints Tom Pennell (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:40635

Client Company ID Number:1491821

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print)	Title
Tom Pennell	
Signature	Date
Electronically Signed	January 16, 2020
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:40635

Client Company ID Number:1491821

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Carollo Engineers, Inc.
Company Facility Address	2795 Mitchell Drive Walnut Creek, CA 94598
Company Alternate Address	4600 E Washington St Suite 500 Phoenix, AZ 85034
County or Parish	Contra Costa
Employer Identification Number	86-0899222
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	46

Company ID Number:40635

Client Company ID Number:1491821

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

California	10
Texas	7
Virginia	1
Florida	7
Massachusetts	1
Wisconsin	1
Illinois	1
Colorado	3
Missouri	1
New Mexico	1
Idaho	1
Arizona	3
Washington	1
Hawaii	1
Oklahoma	1
Nevada	2
Oregon	1
Utah	1
Nebraska	1
New York	1

Company ID Number:40635

Client Company ID Number:1491821

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

Name	Angie Keezer
Phone Number	(602) 474-4236
Fax Number	
Email Address	akeezer@carollo.com

Name	Christian Varela
Phone Number	(602) 474-4287
Fax Number	
Email Address	cvarela@carollo.com

Company ID Number:40635

Client Company ID Number:1491821

Employer Carollo Engineers, Inc.	
Name (Please Type or Print) Angie Keezer	Title
Signature Electronically Signed	Date January 17, 2020
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Tom Pennell	Title
Signature Electronically Signed	Date January 17, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date January 17, 2020

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Taliaferro & Browne, Inc.</u> Email: <u>hagos@tb-engr.com</u>	Address: <u>1020 East 8th Street</u> <u>Kansas City, MO 64106</u> Phone: <u>(816) 283-3456</u> Fax: <u>(816) 283-0810</u>
2.	Name: <u>TREKK Design Group, LLC</u> Email: <u>krobinett@trekkdesigngroup.com</u>	Address: <u>1411 East 104th Street</u> <u>Kansas City, MO 64131</u> Phone: <u>(816) 874-4655</u> Fax: <u>(816) 874-4665</u>
3.	Name: <u>Tech. Services to Go, Inc., DBA</u> <u>TSi Geotechnical, Inc.</u> Email: <u>dhurvey@tsigeotech.com</u>	Address: <u>8248 NW 101st Terrace, #5</u> <u>Kansas City, MO 64153</u> Phone: <u>(816) 599-7965</u> Fax: <u>(314) 227-6622</u>
4.	Name: <u>Custom Engineering, Inc.</u> Email: <u>jtdavis@customengr.com</u>	Address: <u>12760 East US Highway 40</u> <u>Independence, MO 64055</u> Phone: <u>(816) 350-1473</u> Fax: <u>(816) 350-1579</u>
5.	Name: <u>Environmental Advisors and Engineers, Inc.</u> Email: <u>jbiesma@eaei.com</u>	Address: <u>19211 West 64th Terrace</u> <u>Shawnee, KS 66218</u> Phone: <u>(913) 599-4326</u> Fax: _____
6.	Name: <u>Parson & Associates, LLC</u> Email: <u>jason@parsonkc.com</u>	Address: <u>1518 E 18th St.</u> <u>Kansas City, MO 64108</u> Phone: <u>(816) 216-6571</u> Fax: _____
7.	Name: <u>KMB Engineering, LLC</u> Email: <u>kathy@kmb-eng.com</u>	Address: <u>11412 West 114th Street</u> <u>Overland Park, KS 66210</u> Phone: <u>(913) 707-0543</u> Fax: _____
8.	Name: <u>McCurdy Engineers, LLC</u> Email: <u>amccurdy@mccurdyengineers.com</u>	Address: <u>9613 West 123rd Street</u> <u>Overland Park, KS 66213</u> Phone: <u>(816) 868-4720</u> Fax: _____
9.	Name: <u>JD Solomon, Inc.</u> Email: <u>jdsolomoninc@outlook.com</u>	Address: <u>216 Stone Road Drive</u> <u>Clayton, NC 27520</u> Phone: <u>(919) 550-0061</u> Fax: _____
10.	Name: <u>Jacobs Engineering Group, Inc.</u> Email: <u>Melissa.Hoffmeister@jacobs.com</u>	Address: <u>2300 Main Street, Ste. 325</u> <u>Kansas City, MO 64108</u> Phone: <u>(618) 792-0086</u> Fax: _____

Contractor – Company Name: Carollo Engineers, Inc.,
Submitted By: Wayne Miller
Title: Vice President
Telephone No.: (816) 803-8735
Fax No.: (816) 326-6701
E-mail: wmiller@carollo.com
Date: July 31, 2023



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT H

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

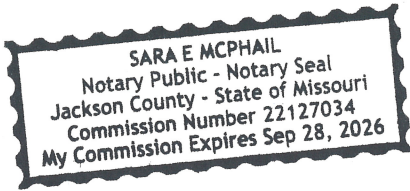
Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director or Designee Date: _____

W. J. P.
Affiant's signature

Subscribed and sworn to before me this 1st day of August, 2023.

Sara E McPhail
Notary Public

My Commission expires:



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

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1677 PROJECT NO. 81000999
BLUE RIVER WASTEWATER TREATMENT PLANT FACILITY PLAN AND
IMPROVEMENTS DESIGN
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Carollo Engineers, Inc.** (Design Professional). The parties amend the Agreement entered into on August 17, 2023, as follows:

WHEREAS, City has previously entered into a contract dated August 17, 2023 in the amount of \$3,430,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$3,999,932.00, to amend the total contract amount to \$7,429,932.00; and

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

Sec. 1. Section/Attachment Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Add Attachment A-1, Scope of Services for Amendment No. 1.
 - b. Add Attachment C-1, Engineering Fee Summary and Schedule of Position Classifications

- B. Delete and replace the following section:
 - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is **\$3,430,000.00**, as follows:
 - 1. **\$1,210,527.00** 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. The Approved

Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment G**. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

- a. 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 **\$2,019,585.00**. The following are the reimbursable expenses that the City has approved: subcontractor direct costs and field work unit prices paid by Design Professional, outside reproduction of deliverables, local transportation in the project area, and public outreach materials. Travel may be allowed for special consultants to the Kansas City Metropolitan area when pre-approved by the City's Project Manager.
- b. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$199,888.00 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.
- c. 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.

- d. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. Method of Payment.

- a. 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. City, upon approving the invoice, shall remit payment.

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

ATTACHMENT A1 – Amendment No. 1 SCOPE OF SERVICES

Design Professional: Carollo Engineers, Inc.
Owner: City of Kansas City, Missouri
Project: 81000999 Blue River WWTP Facility Plan and Improvements
Design Contract No: 1677

Contents

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Section III – BASIC SCOPE OF SERVICES and Section IV – OPTIONAL SERVICES, to the extent authorized by the CITY, describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP). The general description of the WORK below is not intended to specify WORK that is not detailed in Section III and Section IV.

A. The Project. The Water Services Department wishes to contract with a DP to provide a Facility Plan and improvements design for the Blue River Wastewater Treatment Plant (WWTP) at 7300 Hawthorne Road, Kansas City, MO 64120. This Project will include, to the extent specified in Section III – Basic Scope of Services:

1. Project management and management of subcontractors for the work specified herein.
2. Provide input as directed for any consent decree modifications discussions by the CITY.
3. Provide input as directed for any Missouri DNR negotiations.
4. Review the 2017 Wastewater Master Plan's Technical Memorandum No. 4 (TM4) to update based on the work executed in this contract.
5. Provide Owner's Advisor services for procurement and progressive design-build construction of the new fine screening and grit removal facilities.
6. Provide Blue River WWTP mechanical equipment condition assessments.
7. Assess and document Blue River WWTP structural evaluations.
8. Assess and document building drain discharges.
9. Develop and provide BIM model updates.
10. Provide regulatory support as directed in coordination with other contracts.
11. Assess and provide 20% design of new power pen at Primary Site.
12. Develop cost effective project phasing incorporating active operations during any construction phase.

B. Background Information and General Description of Activities.

1. The CITY, acting through the Water Services Department (WSD), is undertaking this project to develop a Facility Plan for its Blue River WWTP to address regulatory requirements, aging infrastructure, and Wet Weather Program Consent Decree and Nutrient Removal compliance.
2. Detailed design for identified systems and equipment may also be included in

this project.

3. Previous reports, including the 2017 Wastewater Master Plan's TM4, operations data, lab data, and as-built drawings shall be made available to the DP, as available.
 4. DP shall use e-Builder document management system.
 5. DP shall use a scheduling system such as Microsoft Project or P6.
 6. DP shall provide an S curve indicating scope progress and spending with all invoices.
 7. DP shall submit meeting agendas and expected DP attendees at least 2 days prior to each meeting and distribute draft meeting minutes within two business days of the meeting.
 8. DP shall review existing geotechnical reports and indicate if additional borings are necessary.
 9. Any I&C work will be performed per WWTP I&C standards.
 10. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.
- C. Follow-On Phases. At the discretion of the CITY, and after completion of the Project, the DP may be requested to provide other services, including Owner's Advisor (OA) support services, additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Blue River WWTP and other associated locations.
- D. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Department of Planning and Development, Storm Water Utility Engineering, MARC, potential industrial users, other utilities, City vendors, and City consultants contracted to complete other projects for the City that could impact the Blue River WWTP, potentially including Regulatory Compliance Assistance, the SCADA project, Blue River Biosolids, Blue River Screen House, the Smart Sewer Program Annual Contract, and CDM Smith on Birmingham WWTP alternatives development.
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects
 3. Task Series 300 - Facility Plan and Improvements Design
 4. Task Series 400 - Envision™ Sustainability Design
 5. Task Series 500 – Public Outreach
 6. Task Series 1000 – Optional Services
- F. Construction Procurement. Unless otherwise specified or determined, 100% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. 60% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through its JOT/IDIQ process. Preliminary

Design Documents (Facility Plan) shall be of sufficient detail for the CITY to obtain bids through the standard CITY fixed fee or progressive design-build process.

- G. Travel. DP shall request pre-approval of non-local travel expenses prior to travel. The CITY's Project Manager may approve or disprove the requested travel expense. Any travel request after the fact shall be denied.
- H. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- I. Closeout. Design Professional will provide deliverables and requested backup files. Civil Rights and Equal Opportunity (CREO) completion forms and other required documents will be submitted before final payment.
- J. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs. DP will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. DP will utilize O&M specialists in the development of the O&M model. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices or the DP offices where the cost estimating team is based. Project Work shall include the "below the line factors" for each estimate.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones

1. While the entire Project is awarded to the DP, the CITY will authorize work in Amendments aligned with the fiscal years (May 1 – April 30) as follows:
 - Year 1 – Fiscal Year 2024
 - Year 2 – Fiscal Year 2025
 - Year 3 – Fiscal Year 2026
2. The DP assumes that the annual amendments will be approved in advance of the commencement of each annual period to provide continuity on the Project and

minimize interruptions to DP services including execution of task orders for sub DPs. CITY recognizes delays with amendment approval can impact the performance of DP in meeting the MBE/WBE performance goals.

3. Task Series 100 shall be completed within 1095 calendar days following the CITY’s issuance of a Notice To Proceed, NTP, to the DP,
4. Task Series 200 shall be completed within 550 calendar days following the CITY’s issuance of a NTP.
5. Task Series 300 shall be completed within 1095 calendar days of the CITY’s issuance of a NTP.
6. Task Series 400 shall be completed within 1095 calendar days following the CITY’s issuance of a NTP.
7. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 1095 calendar days of the written NTP. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
8. DP may suggest schedule modifications to the scope of work

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Completion of Tasks and Subtasks under Task 305, defined herein, shall be completed in accordance with the PDB Procurement timeline agreed upon with the City and the Owner’s Advisor (OA) ¹ and upon approval and execution of this Contract Amendment No. 1, prior to August 15, 2024.	6
General Assumptions:	6
1. The DP assumes that the level of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment No. 1 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the work and corresponding workload, and may vary from the level of effort planned and budgeted. The DP will notify the CITY if ad when it becomes apparent that tasks are underfunded, and that additional budget may be required. The DP will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance not specified herein, if required and authorized in writing will be performed by the DP as an approved Optional Services authorization and/or Contract Amendment.	6
2. The DP/OA assumes that the Progressive Design Build (PDB) Procurement Services under the Task 305 Tasks and Subtasks will be completed as planned. The OA’s services are budgeted to cover fees through PDB Negotiations, based on the level of effort expressed in the fee spreadsheet accompanying this Scope of Services. Extensions to the Procurement Process and/or PDB Baseline will result in additional effort for which the OA will be compensated via Optional Services authorization and/or Contract Amendment.	6

3. The OA assumes that annual contract amendments will be approved each year through duration of the design, construction and commissioning phase of the Project. Annual amendments will be approved in advance of this annual period to provide continuity on th Project and minimize interruptions to OA services.....6

4. Design Professional will coordinate with the City and its contractors as it pertains to providing data for the City’s integrative planning efforts, as well as, reviewing feasibility and cost effectiveness of project sequencing6

1. Design Professional (DP) NTP was issued on 08/29/2023. OA services added in this Amendment No. 1. 6

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Coordinate with CDM Smith in relation to the Birmingham Wet Weather Feasibility Study Project. Coordination with CDM Smith shall include coordinating on combined monthly progress meeting agenda, content and minutes; report formatting; cost estimating impact at Blue River WWTP for Birmingham WWTP alternatives; and overall project development.....7

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Blue River WWTP Facility Plan Project

Contract Amendment No. 1 Scope of Services

Contract Amendment No. 1 Milestones

Refer to original contract.

Completion of Tasks and Subtasks under Task 305, defined herein, shall be completed in accordance with the PDB Procurement timeline agreed upon with the City and the Owner's Advisor (OA)¹ and upon approval and execution of this Contract Amendment No. 1, prior to August 15, 2024.

General Assumptions:

1. The DP assumes that the level of effort for all the Tasks and Subtasks contained in this Scope of Services for Contract Amendment No. 1 will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the work and corresponding workload, and may vary from the level of effort planned and budgeted. The DP will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The DP will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance not specified herein, if required and authorized in writing will be performed by the DP as an approved Optional Services authorization and/or Contract Amendment.
2. The DP/OA assumes that the Progressive Design Build (PDB) Procurement Services under the Task 305 Tasks and Subtasks will be completed as planned. The OA's services are budgeted to cover fees through PDB Negotiations, based on the level of effort expressed in the fee spreadsheet accompanying this Scope of Services. Extensions to the Procurement Process and/or PDB Baseline will result in additional effort for which the OA will be compensated via Optional Services authorization and/or Contract Amendment.
3. The OA assumes that annual contract amendments will be approved each year through duration of the design, construction and commissioning phase of the Project. Annual amendments will be approved in advance of this annual period to provide continuity on the Project and minimize interruptions to OA services.
4. Design Professional will coordinate with the City and its contractors as it pertains to providing data for the City's integrative planning efforts, as well as, reviewing feasibility and cost effectiveness of project sequencing.

1. Design Professional (DP) NTP was issued on 08/29/2023. OA services added in this Amendment No. 1.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DP under Amendment No. 1 to the Contract.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

DP shall continue to provide Project Management services as defined in the original contract Scope of Service for Task Series 100 (Tasks 101-107, excluding Task 105-Kick Off Meeting) for a 12-month period. Activities under this task include up to 12 additional Monthly Progress Reports, Monthly Invoices, Earned Value estimates, and up to (24) Bi-Weekly Management Meetings. It includes continuation of Subcontract oversight, administration, Quality Control, and work planning updates; and M/WBE tracking, utilization planning, and reporting, as required.

In addition to continuation of Task Series 100 activities, Task 101.1 is added as a subtask to Task 101 Project Management:

Task 108 Coordination with CDM Smith

Coordinate with CDM Smith in relation to the Birmingham Wet Weather Feasibility Study Project. Coordination with CDM Smith shall include coordinating on combined monthly progress meeting agenda, content and minutes; report formatting; cost estimating impact at Blue River WWTP for Birmingham WWTP alternatives; and overall project development.

TASK SERIES 200 - SITE INVESTIGATION, REVIEW OF EXISTING WORK, AND REVIEW OF PREVIOUS PROJECTS

201.1 – Validate Projections in 2017 Master Plan

DP will perform a validation of flow, load, and population projections presented in the 2017 Master Plan to update the values accordingly. DP shall update the population, flow and load projections relative to any updates made from this validation.

Task 202 Review Existing Documents and Drawings

Perform a compilation of available documents and review of existing documents pertinent to Year 2 including but not limited to: the 2017 Wastewater Master Plan's TM4, CITY's consent decree, schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotechnical reports, and other sources provided by the CITY. DP will perform a preliminary site visit of the proposed work site(s) with CITY staff.

Task 203 Site Investigations

For Fiscal Year 2025 (FY25) the work in Task 203 and its subtasks shall include existing facilities and structures as outlined in the table below.

Primary Site	Secondary Site
NEID Pump Station*	Secondary Plant Pump Station
Blue River Diversion Chamber*	Flow Meter Manholes (4)
Influent Rock Box*	Biotowers (4)*
Parshall Flume*	Biotower Effluent Splitter Box (2)*
Blue River Screen House*	Final Clarifiers (4)*
EID Screen House*	Final Clarifier Pump Stations (2)
Blue River Pump Station*	Effluent Flow Metering Vaults (2)
Primary Clarifiers (4)*	Effluent Junction Box*
Clarifier Process Water Pumping Stations (2)	Sample Manhole and Sample Structure
Distribution Chamber/Division Box*	Stormwater Junction Box
Primary Effluent Junction Box*	Effluent Pump Station*
Primary Effluent Valve Chamber	Chemical Feed Building
Flow Tunnels (5)*	Chemical Storage (North of Electrical Substation)
Sludge House (2)	Electrical Substation
Sludge Thickener Basins (3)*	Odor Incinerator and Stack System
Sludge Holding Tanks (2)**	
Thickener Sludge Pumping Stations (2)	
Biosolids Digesters (2)*	
Digester Control Building ⁺	
Biosolids Piping Corridors (2)	
* Water Bearing Structure +Modified as part of Biosolids Project	

DP shall perform site investigations including but not limited to: visual review of building condition, review of existing geotechnical reports, and to the extent specified in paragraphs below:

- utility and process piping surveys
- piping and process equipment identification
- determination of out of service piping and equipment
- demolition plan for out of service piping and equipment (only for facilities identified for a 10% design improvement project)
- asset risk review and useful life determination, and
- review of existing drawings and site plans.

203.1 - Inspections/Non-Destructive Testing/Condition Assessments

DP will perform a visual inspection and review of existing non-destructive testing and perform additional non-destructive testing where practical. DP will complete an assessment of assets for mechanical, electrical, structural, instrumentation and controls disciplines in the locations specified herein. The asset discipline evaluations are identified below based on the manufacturers’ or industry standards’ performance criteria relevant to each equipment item to inform how well the equipment is functioning and delivering its desired outcome. Evaluation criteria by discipline type are:

Condition Assessment Questions

Assigned by Discipline	Condition Q1	Condition Q2	Condition Q3	Condition Q4	Condition Q5	Condition Q6	Condition Q7	Condition Q8	Condition Q9
Instrumentation	General Condition	Deterioration	Wiring / Cable Condition	Enclosure	Equipment	Functionality	Fasteners, Belts, Caps, Washers, etc.		
Mechanical	General Condition	Corrosion	Exterior	Vibration	Functionality	Elements	Temperature	Piping	Fasteners, Belts, Caps, Washers, etc
Structural	General Condition	Foundation	Movement	Joints	Coating/Lining/Paint	Safety Components	Silt (Existing)	Interior Coating (Existing)	Exterior Coating (Existing)
Electrical	General Condition	Deterioration	Wiring / Cable Condition	Enclosure	Equipment	Functionality	Fasteners, Belts, Caps, Washers, etc.		
HVAC	General Condition	Corrosion/ Exterior	Vibration	Temperature	Components				
Civil	General Condition	Safety Concerns							

The evaluated criteria will be determined based on the asset type, function, and application. Performance tests will be conducted, as applicable, to measure and record the appropriate performance criteria under different operating conditions and scenarios.

The findings from these assessments will be presented in the Condition Assessment TM.

Specific subtasks include:

1. Field work Preparation:
 - a. Coordinate with City’s asset taxonomy update
 - b. Import data from CITY CMMS asset register for Blue River WWTP Assets
 - c. Review of as-built drawings
 - d. Review of maintenance records for Blue River Assets
 - e. Develop OCCPs in conjunction with CITY operations staff.
 - f. Establish Performance Criteria:
2. Field Preparation Meeting – DP will conduct a field preparation meeting with CITY staff to review existing Asset Management data and/or condition protocols to incorporate into the field assessment, logistics, City Staff to support the field work, methodology, and expected results. DP will also review any recommended additional testing for validation with CITY and establish performance criteria.
 - a. Prior to performing testing of the equipment, DP shall meet with Operations and Maintenance Staff to determine the appropriate criteria for evaluating the assets and establish baseline values/ranges based on the use, purpose, and environment for the following equipment. Following the testing, the data collected will be compared against the baseline values to identify any performance gaps and recommend improvements for implementation.
3. Mobile Tool Configuration and preparation – DP will configure the mobile condition assessment tool for field assessment.
4. Visual Condition Assessment utilizing mobile tool (CarolloAM).
5. Advanced non-destructive additional testing for the following equipment:
 - a. Infrared thermography on all medium voltage equipment.
 - b. Vibration testing on all pumps above 50 HP.
 - c. Oil test on pumps over 50 HP and over 20 years in age.
 - d. Additional testing deemed necessary as outcome of Field Preparation Workshop.
6. Post assessment preliminary findings workshop – DP will conduct with the CITY a

workshop reviewing initial findings by discipline from the task. Photographs for worst condition assets as well as other significant findings will be reviewed and validated with the CITY.

Specific assessments to be performed as part of this work includes:

203.1.1 – Specific Structural Evaluations

DP shall conduct a preliminary, visual structural investigation to assess the concrete behavior, condition, and existing performance of the structures identified below. The preliminary investigation shall include field observation, and measurements of the structure to survey condition and conformance to documents. Local sampling or testing may be recommended as an optional service. CITY shall provide access to all available documents and drawings related to the structures for DP's use in this evaluation.

DP will provide recommendations, as appropriate for a detailed investigation to more thoroughly evaluate the concrete structure depending on the proposed objective for the structure.

1. NEID Surge Tower: DP shall perform structural evaluation of Northeast Industrial District (NEID) surge tower as described above.
2. Other Water-Bearing Structures and Gates: DP will perform structural evaluation, as accessible, for the water-bearing structures on the WWTP site identified in the table above. DP assumes CITY Staff will be responsible for draining the structures prior to inspection.

203.1.2 – Blue River Pump Station Priming System

Conduct performance evaluation of the priming system for the existing pumps at the Blue River Pump Station.

203.1.3 – Valve Evaluations and List

Identify and assess the physical condition and operability of, and recommend electric actuation and controls as appropriate, for the following:

- All valves at biotowers
- All valves at both IPS's
- All knife gate valves
- All critical and failing valves 8-inch in diameter and greater, excluding newly installed valves less than 5 yrs old

Personnel from Operations or Maintenance shall escort DP to all valve locations, and actuate the valves, as feasible, for assessing their condition.

Replacement of valves will be recommended as appropriate. Consideration for valve replacement includes: physical condition, criticality, accessibility of valve, and current practice for actuating the valve.

203.1.4 – NFPA and HVAC Classifications Inspections

Conduct an inspection of all enclosed facilities on the WWTP site to review the existing HVAC and fire and explosion protection systems in place against the appropriate NFPA

820 standards. This includes a review of ventilation, air exchanges, physical separation within enclosed areas, equipment ratings, gas detection, warning systems, fire extinguishers, hydrants, and fire detection systems.

DP will assess the applicable classification for each area, and recommend improvements, as applicable, to improve personnel safety.

203.1.5 – Evaluation of Secondary Treatment Pipe Sizing

DP will review the current flow schematic and operating strategy for the pumping and piping systems to and from the biotowers to identify any possible bottle necks or imbalance in flow splitting. A desktop hydraulic analysis will be performed to assess any possible improvements to the operating strategy, pumping operation, piping layouts, or valve type to improve operation and flow split between the biotowers.

203.1.6 – Assess Mechanical Components of Existing Biotowers

DP shall perform an inspection of the specified components of the existing biotowers to identify any indication of abnormal operation and determine if improvements may be required to maintain continued operation of the equipment as defined by the City.

Normal operation of the articulating arms and upper and lower bearings of each biotower will be observed and checked for speed uniformity, vibration, level, and flow pattern of the diffusers, as well as the physical condition of the associated components. City shall be responsible for confirming that any accumulated solids on the diffusers is cleared prior to the inspection.

203.1.7 – Review Automation of Mechanical Equipment

DP will review existing SCADA, P&IDs, control descriptions, and meet with Operations and Maintenance Staff on operating preferences to determine what automation is existing, what is desired, and develop recommendations for I&C improvements to achieve the desired level of automation and controls.

203.1.8 – Plumbing Inspection

DP will inspect the floor drain and plumbing systems in the applicable facilities identified in Task 203.

203.2 – Determine Remaining Useful Life

DP will determine the remaining useful life of fixed and rotating assets based on resulting condition assessment, installation and usage of assets, and CITY operations experience with the assets. DP will apply the industry standard design life and then adjust for condition to determine the remaining useful life.

203.3 - Utility Survey

This task will consist of a utility survey and a topographic survey inside the fence line of the primary and secondary sites at the Blue River WWTP limited to selected project area for the proposed future BNR facilities. The utility survey will identify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer) both above and below grade. DP will map

process piping both above and below grade. Utility survey data will be used to update the City's basemap. DP will verify and establish project control for the site. Control to be tied to the Missouri State Plane Coordinate System of 1983 and vertical control will be NAVD 88.

203.3.1 Utility Survey

- DP will coordinate and survey utility locate marks provided by City. City to provide on-site staff to assist with identifying utility locations.
- In order to verify buried utility locations DP will complete up to 80 potholes and prepare a pothole summary log including: pothole number; coordinate location with ground elevation; depth to utility; anticipated utility size, depth, and material per Subsurface Utility Engineering SUE Level A, as described in ASCE/CI 38-02 publication. In the event all characteristics described above are not found the survey will be delivered at SUE Level C.
- Utilities surveyed within the project area will include existing storm sewer, sanitary, water and other utilities. An effort will be made to also include identification of top elevations, invert elevations, size and material included for sanitary and storm sewers/culverts and manholes where possible. Field conditions beyond the DP's control may limit the collection of this information. Subsurface Utility Engineering (SUE) Level C, as described in ASCE/CI 38-02 publication will be provided for visible field surveys.
- DP will supplement missing utilities that could not be marked, or identified by potholing, by preparing an existing utility drawing based upon record drawings to be provided by the Owner. Subsurface Utility Engineering SUE Level D, as described in ASCE/CI 38-02 publication will be performed.

203.3.2 Topographic Survey

DP will perform a topographic survey for above ground features including pavement, curb and gutter, trees, buildings, stairs, structures, vaults, manholes, meters, trees and features on the site. Topo survey will be limited to 8.5 acres on the primary site, and 74 acres total on the secondary site, including unimproved lands.

203.4 – Update City's GIS

DP will provide the Utility Survey data collected as part of this Project for incorporation into the City's GIS (by Others) via standard City process utilized for water main replacement work. DP will identify and document valves, meters, and sensors using existing as-builts and site sketches/drawings as a baseline to determine what assets exist and their general location.

203.5 – Renewal and Replacement Recommendations Workshop

Conduct one on-site R&R Recommendations Workshop with CITY staff to review draft recommendations for near-term and long-term CIP based on findings from Tasks 203, 205, 208 and 209.

203.6 – NOT USED

203.7 – Condition Assessment of 72-inch Primary Effluent Conduit

Conduct internal inspection using a Multi Sensor Investigation (MSI) Technology, comprised of CCTV, Sonar, and LiDAR of the 72-inch conduit that runs between the primary clarifier effluent

junction box and, tentatively, the valve structure at the secondary site to assess the existing condition and capacity of the pipe. DP shall coordinate with Operations Staff for accessing the pipe while it is in service.

This task assumes Operations will be able to lower the water level in the conduit to half full. Cleaning of the pipeline prior to testing, if needed, would be an optional service not included as part of this scope.

Task 204 Geotechnical Investigations

204.1 - Review Existing Geotechnical Reports

DP will review existing geotechnical reports to determine if they are sufficient for use in evaluating the projects defined within this scope of services, for FY25. Any geotechnical borings required as part of the Project will be performed as an Optional Service.

Task Series 200 Deliverables

- Digital orthophotography for the topographic survey shall be tiled into manageable sections
- File geodatabase with locations of site piping including attribute information as verified from the survey or from the as built drawings.
- Standard drawing file in AutoCAD format at 1:20 scale, contours at a 1.0-foot interval but will exclude the grit building and basins that will be included in the LiDAR scan
- DTM in a LandXML format
- Data exports to City's CMMS from the condition assessment
- Standard text file of survey points
- Draft and Final Technical Memorandum: Flows and Loads Evaluation
- Draft and Final Technical Memorandum: Facility Condition Assessment

TASK SERIES 300 - FACILITY PLAN AND IMPROVEMENTS DESIGN

Task 301 Hydraulic and Process Capacity

301.1 - Hydraulic Profile Development and CFD Analysis

DP will develop a hydraulic profile model for the wastewater treatment facilities at Blue River WWTP based on upstream and downstream control elevations established by other unit processes and the 100-yr flood elevation of the discharge streams. This model will be developed based on information derived from As-built drawings provided by the CITY in combination with new facilities recommended by the Facility Plan. The hydraulic profile model will be developed based on the final recommended processes for preliminary/primary treatment, wet weather treatment, secondary treatment, and tertiary treatment and disinfection.

301.2 – Process Modeling and Influent Loading Conditions

DP will update the previously developed whole-plant model for use in the initial development of the wet-weather option and the BNR option. Modeling will be conducted sufficiently to establish basic sizing and performance of unit processes associated with the selected representative option

for wet weather and BNR. Refinement of the process model, input, and output in FY 26 efforts shall be incorporated to establish additional detail and refinement for further planning, design, and alternatives analysis. DP will develop plant influent loadings defining annual average, maximum month winter and peak day summer loading conditions based on the evaluation of historical data provided by the CITY, sampling plans (Task 301.2) initiated in FY24, and the flow and loading projections developed by the DP in Task 201. Design loading conditions will be defined for an initial improvement implementation stage (2035) and for the project’s planning horizon (2045). DP shall review the model and the influent loading assumptions with CITY.

Task 302 Alternatives Development

For the second authorization covering FY25/26, alternatives development will include development of up to two additional alternatives for Consent Decree Wet Weather option, up to two additional alternatives for a BNR liquid treatment option, and three alternatives, each, for other (defined below) major WWTP process improvements. Each of the alternatives will be developed to a 3% facility plan design level and provided with an ACE Class 5 Opinion of Probable Construction Cost (OPCC). Development of alternatives for each option will include an in-person, 4-hr alternative review workshop (minimum of 3) to review preliminary process selections, layouts, and equipment preferences. DP will provide or host the location for each workshop with transportation, lodging, and a per diem being budgeted for up to six out-of-town DP attendees. Objectives of the workshops will include review and confirmation of technical requirements for which each alternative must adhere.

Discipline	%	3% Facility Plan Level Definition
		Narrative
Process	30	<ul style="list-style-type: none"> • Prepare process flow diagram of initial alternatives • Prepare a site plan of major processes and structures • Prepare initial hydraulic profile • Perform initial process modeling or process calculations for preliminary process sizing • Develop a single plan drawing and a single section drawing for major process structures • Develop basic sketch up rendering of major process structures
Site Civil	2	Basic yard drawings showing initial routing of Major process piping (>36”),significant areas of grading, initial process tank and building locations and major new roadways
Geotechnical	3	<ul style="list-style-type: none"> • Review available geotechnical reports. • Develop detailed geotechnical scope to support planning
Structural	2	Identify initial foundation requirements based on existing geotechnical information. Provide initial estimate of wall and slab sized used for initial drawings and models No discrete deliverable.
Mechanical (process piping)	5	Major piping (>36”) shown on the site plan and process drawings.
HVAC	0	-
Plumbing	0	-
Architectural	0	-

Electrical and misc. I&C	2	Identify power sources. And initial space requirements for electrical distribution and major switchgear and MCC rooms. No I&C work associated with this level of development
P&IDs	0	-
Sequences of Operation, Control Block Description, Control Description Narrative	0	-
Floor Plans	0	-
Asset Management	0	-
Cost Estimate	5	Per AACE Class 5 Opinion of Probable Construction Cost

302.1 – Consent Decree Wet Weather Treatment Option

As part of the FY25 evaluation of Wet Weather Treatment Alternatives, the DP will assess options for enhancing the reference solution alternative (from FY24) in addition to the two additional alternatives. The two additional alternatives for wet weather treatment will include an evaluation of wet-weather facilities at the secondary site as well as one alternative technology for high-rate treatment on either site. These three assessments include:

1. 130-mgd of primary clarification and cloth media filters at Primary Site.
2. 70-mgd and 130-mgd primary clarification and Actiflo® (or other HRT option to match the conclusion of the Birmingham HRT analysis) at the Primary Site.
3. 40-mgd dual use primaries and 30- or 90-mgd dual use cloth media filters at the Secondary Site.

The following components will also be assessed as part of this evaluation:

- a. Wet weather flow treatment capacity of 70 mgd and 130 mgd.
- b. Peak flow bypass to wet weather treatment after grit removal
- c. Hydraulic conveyance pipelines and pump stations for transfer of wet-weather peaks to secondary site
- d. Stub up for future primaries, or additional primary clarifiers, or conversion of secondary clarifiers to wet-weather primaries at secondary site. Consideration of dual use primaries for dry weather and wet weather
- e. High-rate cloth media filtration of wet weather flows in parallel or series with wet weather primary clarifiers. Consideration of dual use filters for secondary effluent treatment during dry weather and raw wastewater or primary effluent during wet weather
- f. Pump station upgrades, as necessary
- g. Disinfection of wet weather flows (assuming either peracetic acid or sodium hypochlorite/bisulfate)

302.2 – Biological Nutrient Removal (BNR) Liquid Treatment Option

The two additional alternatives for meeting anticipated future nutrient removal requirements will include intensified activated sludge, Aerobic Granular Sludge (AGS), and/or membrane bioreactors (MBR).

Evaluation of the BNR Options will also include a wetland delineation study (Task 302.2.11) on the Blue River Secondary site limited to determining the existence and physical limits of potential wetlands in the area of the site. The outcome of this study could be a factor in the site layout proposed for any new facilities proposed as part of this Project on the secondary site.

Task 305 Grit Upgrade System

305.2 - OA Services - PDB Procurement

DP will serve as Owner's Advisor (OA) to the City during the procurement and construction process for the Grit Upgrade System that was designed to 10% in FY24.

305.2.1 – RFQ Process

Scope for this task authorized in OS #1.

305.2.2 – SOQ Review

Upon the CITY's receipt of SOQs from candidate Grit Removal and Fine Screens Project progressive design-build teams, the DP will provide assistance to the CITY in its review of documents for compliance with established requirements. DP will provide a matrix summary of strengths and weaknesses but will not participate in ranking or selection of the shortlisted teams invited to submit proposals. DP will facilitate one four-hour SOQ review workshop to discuss the findings of the CITY's evaluation of the SOQ submittals. It is assumed that no more than six SOQs will be reviewed by the DP. If CITY desires, DP will participate in up to six two-hour interviews over the period of two days of the prospective Grit Removal and Fine Screens Project progressive design-builder teams that submit an SOQ.

305.2.3 – RFP Process

DP shall assist the CITY in developing an RFP and supporting documents (together the RFP Package) for the Grit Removal and Fine Screens Project progressive design-builder teams to use in guiding preparation of their proposals/bids. The RFP Package will provide an outline of the requirements for the Project and will include the Project Technical Requirements developed in sub-task 305.1.

The RFP Package will include additional supporting documents as follows:

- Progressive Design Build (PDB) Contract - Provided by the CITY
- General Conditions - Provided by the CITY
- General Requirements (Division 01 Specifications) – DP shall assist the CITY in modifying its existing General Requirements documents as appropriate for a PDB project and basis for competitive and contractual pricing.
- Preconstruction Services scope - DP shall assist the CITY in development of the preconstruction services scope will serve as a basis for competitive and contractual pricing of the PDB project and basis of the first phase of design-build services.
- Project Technical Requirements (TM and related reference documents including performance requirements and drawings) – Developed by the DP with input and review by the CITY (see sub-task 304.1).

The DP will provide assistance with developing the strategic approach for evaluating both technical and cost proposals. This includes facilitation of a half-day in-person DB Selection Strategy

Workshop that will allow for key City stakeholders to inform the selection process.

The DP will provide a draft of the RFP to the CITY for review and comment prior to finalizing. The DP will also provide Confidential Meeting guidelines to the CITY for review and comment.

DP will facilitate one four-hour RFP workshop attended by CITY staff (and other project stakeholders as required) to review and discuss the draft RFP document. DP will incorporate comments and necessary revisions on the draft RFP into a final RFP document and provide to the CITY in electronic format for advertising, posting and distribution as necessary.

DP shall assist the CITY in distribution of the RFP to shortlisted Grit System Upgrades design-build teams, if requested.

DP shall assist the CITY in developing responses to inquiries from shortlisted proposers, maintaining a log of questions and responses, and issuing up to five addenda, in conformance with CITY standards, as appropriate to interpret, clarify, or expand on the information contained within the RFP Package.

The CITY may elect to conduct confidential meetings with each shortlisted Grit Removal and Fine Screens Project progressive design-build team prior to the proposal submittal. These meetings would be focused on proposed technical approaches to project implementation as well as potential deviations from the draft Grit Removal and Fine Screens Project Progressive Design-Build Contract provided in the RFP. The DP will participate in up to three (3) pre-proposal confidential meetings per team, each lasting up to three hours. It is assumed that these meetings will be scheduled to occur over two consecutive days. Up to four members of the DP team may participate in the confidential meetings including an operability specialist and process engineer. The DP shall assist CITY in preparing for these confidential meetings and attend each meeting, if requested.

It is expected that the CITY will conduct individual interviews with some or all of the shortlisted Grit Removal and Fine Screens Project progressive design-build teams following the proposal submittal. These interviews would be focused on the proposed project team and its approach to project implementation. DP will participate in up to three post-proposal interviews, each lasting up to four hours. Up to four members of the DP team may participate in the interviews. It is assumed that these meetings will be scheduled to occur over a three-day period. The DP shall assist the CITY in preparing for these interviews and will participate in each of the interviews in an advisory capacity, if requested.

305.2.4 – RFP Review/Selection

Upon receipt of proposals from shortlisted Grit Removal and Fine Screens Project progressive design-build teams, DP shall provide assistance to the CITY in the review of documents for basic compliance with established requirements and will help identify deviations from the Indicative Design. The CITY will make its assessment of each proposer's approach to project execution. The submittals will be scored and ranked by the CITY based on the criteria contained in the RFP.

It is anticipated that the DP will review up to three proposals against the following criteria and will provide the CITY with a memorandum summarizing key differences in the proposed approaches to each of these criteria:

- Risk – DP shall review the project approaches with the goal of identifying areas where the risk profile of the proposed project may differ from the Indicative Design and provide a summary of key risk considerations associated with the proposed approach.
- Cost – DP shall, in cooperation with the CITY's PM, review the Technical Proposals and catalogue significant deviations from the Indicative Design that may significantly impact the total cost of the project.

Following opening of the Grit Removal and Fine Screens Project Technical Proposals, the DP will also review the separately sealed Grit Removal and Fine Screens Project Cost Proposals submitted by each shortlisted proposer for conformance with the RFP requirements. The DP's assistance with cost evaluation is solely to assist the CITY with evaluating the differences between the cost proposals received and does not include analysis regarding the accuracy or appropriateness of the Grit Removal and Fine Screens Project Cost Proposals received. The Grit Removal and Fine Screens Project PDB teams are solely responsible for the accuracy and content of their proposals. The DP will provide other cost review support and analysis, as requested and specifically agreed between the CITY and the DP, as an Optional Service.

Based upon the evaluation conducted in the prior task, the CITY will score each proposal. It is anticipated that the CITY will lead and perform any Grit Removal and Fine Screens Project progressive design-builder selection activities. If the CITY requires a justification memorandum to support its selection (e.g., lowest ultimate cost), the DP, at the request of the CITY, will provide support information developed in previous subtasks to the CITY for inclusion in its recommendation documentation, but will not write or provide direct input into the justification memorandum.

It is anticipated that the CITY will conduct contract negotiations with the selected progressive design-builder for the Grit Removal and Fine Screens Project . The DP will provide support to the CITY in its review of documents for basic compliance with established requirements. DP will also participate in up to three two-hour CITY pre-negotiation strategy meetings via Teams. It is anticipated that there will be up to three contract negotiation meetings, each lasting up to two hours.

Task 306 – QA of Birmingham WWTP Scenarios (Additional Scope)

DP will review impact and timing of accepting wet weather flows and loads from Birmingham to the biotowers prior to construction of the BNR facilities. DP will present findings from this analysis to the City in a project memo.

Task 309 – SRF Loan Application and Permitting Assistance – Grit System Upgrade only

309.1 – SRF Application

Complete SRF Program Application for assistance on behalf of City. The City shall provide financial information, as required, to complete the application.

309.2 – Interim Facility Plan

Prepare and submit an abbreviated Facility Plan report, based on information developed from Task 305.1 and information in the 2017 Master Plan, to support the SRF Application for Progressive Design Build procurement of the Grit Removal and Fine Screens Project .

Task 310 – Facility Plan Report

DP will begin initial efforts and task assignments for development of the Facility Plan Report in FY26. Informal meetings will be conducted with the City on identification of additional process design alternatives to be considered as part of the facility planning effort.

Task 312 – New Power Pen at BR Primary Site

DP will develop a 20% level design for a new Power Pen and Building in replacement of the existing at the Blue River WWTP Primary site. Two alternatives will be evaluated for the building design (prefabricated vs. construct-in-place); and the new power pen will be designed to accommodate current and future planned loads, including the new grit and fine screening facilities, future CSO facilities, plus an additional 20% capacity, as well as provisions for future expansion, as appropriate. The design will include expansion plans to accommodate potential future biosolids processing loads at the Blue River Primary Site. The future biosolids processing loads are planned to be estimated as part of a future task in FY26.

The design will be used for the bridging documents for a Fixed Fee Design-Build Project. DP will provide design drawings and a Basis of Design Memo (BDM) as a deliverable for the 20% design.

312.1 – Power Pen Pre-Design Meeting

DP and the City’s Project Manager, along with Operations Staff will meet to determine the criteria for the new design before the design is developed.

312.2 – Power Pen 20% Design

The following table outlines the City’s definition of 20% design:

Discipline	%	20% Design-Build
		Narrative
Site Civil	30	<ul style="list-style-type: none"> Area surveyed or dimension given, rough site plan, existing utilities identified, show points of connections for utilities, final siting of major structures.
Geotechnical	90	<ul style="list-style-type: none"> Boring plan and Geotech report
Structural	10	<ul style="list-style-type: none"> Existing structures evaluated, as applicable Foundation type of new facilities identified.
HVAC	5	<ul style="list-style-type: none"> NFPA ratings completed. Basic specs for equipment.
Plumbing	30	<ul style="list-style-type: none"> Key plumbing and drainage
Architectural	15	<ul style="list-style-type: none"> Define architecture theme and programming complete
Electrical and misc. I&C	10	<ul style="list-style-type: none"> Total HP needs, one-line diagrams, MCC sizing, and location of major equipment. Rough draft instrument schedule. Draft control system block diagrams.
Floor Plans	30	<ul style="list-style-type: none"> Feasibility of utilizing identified spaces verified.
Division 1 Specifications	100	<ul style="list-style-type: none"> Division 1 completed

Asset Management	0	-
Cost Estimate	30	- Per AACE

312.3 – Power Pen Design Review Meeting

DP will conduct review meeting at 10% design level to confirm direction and decisions made to date on design before proceeding with the design.

312.3 – Power Pen OA Services – FPDB Procurement

312.3.1 – RFQ Process

DP will prepare a draft RFQ document that contains a project description, key success factors, project schedule, preliminary responsibility description, preliminary permitting information, minimum technical requirements, minimum financial requirements, Statement of Qualification (SOQ) submittal requirements, SOQ evaluation and shortlisting procedures, and other information as necessary in order to facilitate the preparation of thorough SOQ responses by the potential Power Pen design-build teams. The draft RFQ document will be distributed to CITY staff for review and comment.

DP will facilitate one two-hour RFQ workshop attended by CITY staff (and other project stakeholders as required) to review and discuss the draft RFQ document. DP will incorporate comments and necessary revisions on the draft RFQ into a final RFQ document and provide to the CITY in electronic format for advertising, posting and distribution as necessary.

DP shall provide assistance with advertisement of the RFQ documents. This will include the response to Power Pen design-builder team inquiries. DP will coordinate responses through CITY procurement based on established CITY procurement protocol. The DP will prepare for and participate in one two-hour Power Pen Design-Builder team outreach meeting (Pre-SOQ Meeting) with the interested design-builder teams.

DP will respond to questions and provide information as requested by Emergency Power design-builder teams during the SOQ preparation period. If necessary, DP will prepare and issue up to three addenda to the RFQ, in conformance with CITY standards.

Upon the CITY’s receipt of SOQs from candidate Power Pen design-build teams, the DP will provide assistance to the CITY in its review of documents for compliance with established requirements. DP will provide a matrix summary of strengths and weaknesses but will not participate in ranking or selection of the shortlisted teams invited to submit proposals. DP will facilitate one four-hour SOQ review workshop to discuss the findings of the CITY's evaluation of the SOQ submittals. It is assumed that no more than four SOQs will be reviewed by the DP. If CITY desires, DP will participate in up to four two-hour interviews over the period of two days of the prospective Emergency Power design-builder teams that submit an SOQ.

DP shall assist the CITY in developing an RFP and supporting documents (together the RFP Package) for the Emergency Power design-builder teams to use in guiding preparation of their proposals/bids. The RFP Package will provide an outline of the requirements for the Project and will include the Project Technical Requirements developed during the 20% design.

The RFP Package will include additional supporting documents as follows:

- DB Contract - Provided by the CITY
- General Conditions - Provided by the CITY
- General Requirements – DP shall assist the CITY in modifying its existing General Requirements documents as appropriate for a FPDB project.
- Project Technical Requirements (BDM and related reference documents including performance requirements and drawings) – Developed by the DP with input and review by the CITY (see sub-task 308.1).

The DP will provide a draft of the RFP to the CITY for review and comment prior to finalizing. The DP will also provide Interim Deliverable guidelines and Confidential Meeting guidelines to the CITY for review and comment. DP will assist the CITY as part of this task by performing a Quality Control review of all documents generated by the DP for inclusion in the RFP Package, prior to issuance.

DP will facilitate one four-hour RFP workshop attended by CITY staff (and other project stakeholders as required) to review and discuss the draft RFP document. DP will incorporate comments and necessary revisions on the draft RFP into a final RFP document and provide to the CITY in electronic format for advertising, posting and distribution as necessary.

DP shall assist the CITY in distribution of the RFP to shortlisted Power Pen design-build teams. DP will facilitate one pre-proposal meeting to describe the proposal submittal requirements, evaluation process, and other procurement attributes to the shortlisted Power Pen design-build teams.

The CITY may provide each shortlisted proposer the opportunity to tour the site following the pre-proposal meeting. The CITY will host the site tour but may request assistance from the DP in developing talking points for the tour and attending the tour.

DP shall assist the CITY in developing responses to inquiries from shortlisted proposers, maintaining a log of questions and responses, and issuing up to five addenda, in conformance with CITY standards, as appropriate to interpret, clarify, or expand on the information contained within the RFP Package.

Task 313 – Planning Costs

DP shall provide a level 5 cost estimate per AACE for the City’s use on other system-wide evaluations (by Others), for the following processes:

- Headworks Facility at the Secondary Site for treatment of Birmingham flows
- Biosolids Handling
- Effluent Pump Station: relative to the proposed BNR Reference Solution
- Effluent Disinfection

Task Series 300 Deliverables

- Hydraulic and Process Capacity Technical Memorandum
- 3% Design and opinion of probable project cost for the Consent Decree Wet-Weather Options and the BNR Liquid Treatment Options
- Grit System Upgrades:
 - Draft and Final Grit System Conceptual Design TM in electronic MS Word and PDF format
 - Draft and Final RFQ in electronic MS Word and PDF format (OS #1)
 - Meeting agenda and minutes for RFQ Workshop (OS #1)
 - Meeting agenda and minutes for Grit System Upgrades design-builder team outreach meeting (OS #1)
 - Up to three RFQ addenda (OS #1)
 - Matrix summary of SOQs received in electronic PDF format
 - Meeting agenda and minutes for SOQ review workshop
 - Draft and Final RFP in electronic MS Word and PDF format
 - Meeting agenda and minutes for RFP workshop
 - Electronic draft confidential meeting guidelines in MS Word and PDF format
 - Log of proposer questions and responses in electronic PDF format
 - Up to five RFP addenda
 - Meeting agenda and minutes for submission review workshop
 - Draft and final Proposal Review Summary TM or PowerPoint in electronic native file and PDF format
- Project Memo on Biotower Loading Analysis
- Power Pen Design:
 - Draft and Final Power Pen Basis of Design TM in electronic MS Word and PDF format
 - Draft and Final RFQ for FPDB of Power Pen in electronic MS Word and PDF format
 - Meeting agenda and minutes for RFQ Workshop for FPDB of Power Pen
 - Meeting agenda and minutes for Power Pen design-builder team outreach meeting
 - Up to four RFQ addenda for FPDB of Power Pen
- AACE Level 5 Opinion of Probable Construction Cost Estimates (Task 313)

TASK SERIES 400 – ENVISIONTM SUSTAINABILITY DESIGN (Scope Continuation)

DP shall continue to provide Envision services as defined in the original contract Scope of Service for Task Series 400 for a 12-month period.

TASK SERIES 500 – PUBLIC OUTREACH

Task 501 Public Involvement and Outreach Planning

DP's public outreach team shall continue to provide Public Outreach services through Year 2 of the project by participating in meetings, assisting with workshop coordination arrangements, and preparing for providing assistance with public outreach in future years of the project.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes an additional allowance amount of **\$50,000.00** to the original contract amount for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. Optional Services will include those items listed in the original contract in addition to the following, but not limited to:

- A. Task 1000 PACI Chemical Feed Storage Pad – Authorized in OS #1.
- B. Task 1100 Grit Characterization Study – Authorized in OS #1.
- C. Potential Optional Services Task 1200 Preliminary Assessment of Emergency Bypass Power.
- D. Potential Optional Services Task 1300 Geotechnical Field Investigations.
- E. Biosolids Master Planning.
- F. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- G. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- H. Special Consultants or independent professional associates requested or authorized by CITY.
- I. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology.
- J. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.
- K. Creation of AutoCAD or BIM as-builts.
- L. Completing an additional Site Survey.
- M. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- N. Provision, through a subcontract, of laboratory and field testing required during

construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.

- O. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- P. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
- Q. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond DP's control.
- R. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- S. Acceleration of the progress schedule involving services beyond normal working hours
- T. Further development and verification of EnvisionTM credits through conceptual to final design.
- U. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.
- V. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- W. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- X. Assist the CITY in feasibility analysis and design of water reuse unit process and conveyance. Assist KC Water in setting up a water reuse utility.
- Y. Assisting CITY with appraisal and/or acquisition of additional easements or re-zoning.
- Z. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- AA. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- BB. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
- CC. Any electrical site utilities located outside of the plant site or any special studies, arc flash calculations, reports or other items requested by governmental agencies are not provided as part of the Basic Scope of Services, but will be considered as Optional Services, should they be required and authorized by the City.
- DD. Commissioning and Startup Assistance.
- EE. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;

- 2. Method of financing or availability of funding;
- FF. Additional work necessary for WWTD to fulfill its commitments.
- GG. Assistance in evaluating and completing Developer RFI, development of project limits, and other development support.
- HH. Flood plain mitigation
- II. Evaluation of odor control for equipment protection.
- JJ. Additional DP support services to support Envision™ verification EE. 30% Design
- KK. Final Design
- LL. Bidding Services
- MM. Construction Phase Services
- NN. Stormwater Flow Modeling and Assessments.
- OO. Existing conditions BIM development.
- PP. Boundary or ALTA survey.
- QQ. Easement preparation or review of title reports.
- RR. Large diameter sewer inspection, other than the 72-inch line between Primary and Secondary plants. Any repair work or recommendations for repair of the 72-inch pipe will be considered as Optional Services.
- SS. Draft and Final Facility Plan report outside of the grit facilities.
- TT. Grit and Fine Screenings PDB Construction Oversight.
- UU. NEID Sampler Replacement Design.
- VV. Primary effluent reuse evaluation and design.
- WW. Envision™ Memorandum.
- XX. Emergency Backup Power 20% Design for FPDB.

V. CITY'S RESPONSIBILITIES

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

- A. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.
- B. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- C. 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.

- D. CITY's Project Manager will coordinate meetings between City staff and the DP.
- E. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- F. Provide an Electrician during field investigations to open electrical equipment and feeders to verify sizes where required.
- G. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.
- H. Provide DP with private property access agreements with current property owners to perform field investigations.
- I. CITY will coordinate underground utility location and provide DP with that information.
- J. CITY to provide on-site staff to assist with identifying utility locations.
- K. Notify CITY personnel of scanning activities.
- L. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Prepare agenda and conduct the pre-bid conference.
 - 2. Advertise project Construction Contract Documents, including addenda.
 - 3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
 - 4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)