



**City of Kansas City, Missouri
Water Services Department
Kenneth Morgan, Director**

- Executed Contract File
- Contractor
- Finance
- City Clerk
- Surety
- Granting Agency
- Project Manager
- CM/Inspector
- Design Professional
- _____

Project Manual

PROJECT/CONTRACT NO. 60800052/9741

**PROJECT TITLE:
DRINKING WATER SERVICE LINE
MATERIALS INVENTORY
AMENDMENT NO. 1**

BIDDER/ADDRESS

Company **AECOM TECHNICAL SERVICES INC**
Contact **DAVID DODS**
Address **2380 MCGEE STREET KANSAS CITY, MO**
64108
Phone **(816)-410-6357**
Email **david.dods@aecom.com**

Project Manager: Bon Marie Gardner
Telephone: 816-513-0354
Email: bon.marie.gardner@kcmo.com

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES

AMENDMENT NO. 1

**PROJECT NO. 60800052 CONTRACT NO. 9741
DRINKING WATER SERVICE LINE MATERIALS INVENTORY**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **AECOM Technical Services, Inc.** (Contractor). The parties amend the Agreement entered into on **April 28, 2023**, as follows:

WHEREAS, City has previously entered into a contract dated **April 28, 2023** in the amount of **\$1,779,000.00**; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of **\$2,063,294.00** to amend the total contract amount to **\$3,842,294.00**; and

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

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

- A. Delete and replace the following sections:
 - a. Delete Sec. 1 - Compensation, Subparagraphs A-D and replace with the following Sec. 1 – Compensation, Subparagraphs A-D:
 - b. Delete Attachment A- Scope of Services and replace with the following Attachment A – Scope of Services:
 - c. Delete Attachment C – Fee Summary and Schedule of Position Classifications and replace with the following Attachment C – Fee Summary and Schedule of Position Classifications:
- B. Add Request for Modification to Attachment E:

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

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract 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 Contract plus the amount of any amendments to the original Contract 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.

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

CONTRACTOR

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

Date: November 7, 2024

By: 

Title: Associate Vice President

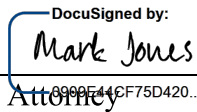
KANSAS CITY, MISSOURI

Date: 11/12/2024

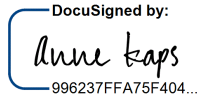
By: 

Title: Deputy Director

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.

 11/21/2024
Director of Finance (Date)

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A. The maximum amount the City will pay Contractor under this contract will not exceed \$3,842,294.00. Contractor will be paid monthly.
- B. Contractor will bill the City, in a form acceptable to the City, on a monthly basis.
- C. \$3,622,294.00 for the services performed by Design Professional under this Agreement.
- D. Contractor's maximum amount shown in Sec. 1, Compensation, includes a total allowance amount of \$220,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Contractor unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Contractor approved to utilize any allowance monies unless the City provides written authorization to Contractor that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

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

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

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

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

Sec. 26. Non-Discrimination in

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional 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

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

1. GENERAL

The Kansas City Water Services Department (KC Water, or City, or Owner) wishes to contract with AECOM Technical Services, Inc. (AECOM, or Consultant) to provide data review and specialized analysis services to support the Initial Lead Service Line Inventory project. Also a Pilot Study shall be conducted to assess field investigation methods for confirming and identifying service line materials.

The goal of the pilot study is to evaluate the technical effectiveness of different service line inspection methods, the associated public engagement activities needed to support this work, and the level of effort, schedule, and costs associated with the work. This information will be used to help KC Water plan a long-term program to identify unknown service lines and validate the initial inventory

2. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

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

CONSULTANT shall complete Task Series 200, Task Series 300, Task Series 400 and the Pilot Study scope within (1330) calendar days following the City's issuance of a Notice to Proceed to CONSULTANT. CONSULTANT's completions schedule will be extended by the City for delays beyond the reasonable control of the CONSULTANT or as approved by the City.

The scope of work for the Pilot Study is tentatively scheduled to start in November 2024 and run through May 2026 (approximately 19 months).

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

3. BASIC SCOPE OF SERVICES

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

Task Series 100: Project Management and Administration

Task Series 200: Data/Records Review

Task Series 300: Verification/Validation of Records

Task Series 400: Data Publishing Services

Task Series 500: Final Report

Task Series 600: Public Involvement

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

Task Series 100 - Project Management and Administration

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

Task 101 Project Management Services

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

- Routine project correspondence and consultation with CITY staff
- Supervision and coordination of services
- Preparation and implementation of a project specific Work Plan
- Scheduling and assignment of personnel resources
- Continuous monitoring of work progress
- Maintenance of project controls.
- Project management, accounting, invoicing, preparation of monthly progress reports.
- Execute subcontract amendments. Review and approve subcontractor invoices.
- Attend monthly progress meetings, prepare meeting agendas and minutes.
- Attend weekly status meetings with KC Water project management staff. Prepare and distribute a weekly status summary for the meetings.
- Maintain project records: correspondence, meeting minutes, memos, reports, field documentation.

Assumptions and Limitations

- This task is budgeted for a duration of 19 months (Nov 2024 through May 2026).
- Weekly meetings will last one-half hour and be conducted via video conference. AECOM will provide the video conference invitations.
- Monthly progress meetings will last one hour and be conducted via video conference. KC Water will provide the videoconference invitations.

Task 102 Progress Meetings

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

Subtask 102-1 Monthly Progress Meetings

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

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

Deliverables

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

Assumptions and Limitations

- We assume meetings will last one hour.
- The following individuals will attend the meetings in-person at KC Water offices: Principal-in-Charge, Project Manager, Deputy Project Manager.
- The AECOM data management lead will attend each meeting via a Teams videoconference. We have budgeted for select technical specialists to attend four meetings each (data analytics/predictive modeler, regulatory compliance specialist, federal funding specialist).
- We have budgeted for a representative of the MBE and WBE subcontractors to attend selected meetings pertinent to their work, via Teams videoconference.

Information / Support Required from City

- KC Water will provide the videoconference invitations

Subtask 102-2 Coordination Meetings Every Other Week

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

Assumptions and Limitations

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

Information / Support Required from City

- KC Water will provide the videoconference invitations

Task 103 Subconsultant Agreements and Administration

CONSULTANT will prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work.

Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance for the period of March through December 2023.

Deliverables

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

Task 104 Quality Control

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

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

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

Deliverables

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

Information / Support Required from City

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, CONSULTANT will organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, CONSULTANT's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, cost loaded schedule, and expected MBE/WBE utilization schedule, and content of subsequent monthly progress meetings. To efficiently undertake this project, CONSULTANT needs the following information. We request that it be provided by CITY at the Project Kickoff Meeting to the extent possible, or follow-up contacts be arranged to acquire the information/interviews.

- Historical CITY data available, their specific sources and formats, their anticipated reliability, and what information is currently being collected through ongoing operations.
- Access to these data sources.
- Opportunity to interview CITY staff members knowledgeable about the development of the City's water system, historical plumbing practices, and available historical records.

- Discuss with CITY information technology and asset management staff how the inventory will be used and integrated into CITY systems during development and after completion.
- Access to CITY’s historical policies on lead bans, permitting, engineering standards, maintenance practices and plumbing and building codes, and people familiar with those codes and policies.

Deliverables

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

Assumptions and Limitations

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

Information / Support Required from City

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

Task 106 Monthly Invoicing and Project Status Reports

CONSULTANT will prepare and submit monthly invoices (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by CONSULTANT, the work activities anticipated to be performed the next month, action items

required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. CONSULTANT shall provide CITY with a narrative description of individuals' work, if requested.

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

Deliverables

Monthly status reports.

Task 107 Regulatory Agency Meetings and Compliance Support

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

2023 Meeting

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

Inventory:

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

Predictive Modeling:

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

General Compliance Support

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

Deliverables

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

Assumptions and Limitations

- It is assumed that all meetings will be held with MDNR in Jefferson City, Missouri to allow for potential travel needs. If EPA Region 7 staff are willing to attend joint

meetings, it would be helpful to invite them too. However, we have not budgeted for separate meetings with the EPA.

- We have budgeted for the following attendees at the meeting:
 - Meeting 1: The AECOM Principal-in-Charge and Project Manager will attend in person or virtual if desired by MDNR. The data management lead, predictive modeling lead, and regulatory compliance lead will attend by videoconference. We assume a two-hour meeting plus travel time.
- We have budgeted for 4 hours per month each for the regulatory compliance lead and the project manager to track routine regulatory agency updates and inform deliverables on the project.

Information / Support Required from City

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

Regulatory Support

CONSULTANT will review the anticipated Lead Copper Rule Improvements (LCRI) regulations when they are finalized by the U.S. EPA and provide a summary to KC Water. We will also monitor the MDNR website for regulatory updates in response to the LCRI.

Assumptions and Limitations

- It is assumed that the meeting with MDNR will be held in Jefferson City, Missouri to allow for potential travel needs. The AECOM Principal-in-Charge and Project Manager will attend in person. The data management lead and regulatory compliance lead will attend by videoconference. We assume a two-hour meeting plus travel time.
- We have not budgeted for a separate meeting with the EPA.
- We have budgeted for 4 hours per month each for the regulatory compliance lead and the project manager to track regulatory agency updates.

Task 108 Grant and Funding Support

Subtask 108-1 Track Federal Funding Opportunities

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

CONSULTANT will continue to monitor federal grant and loan opportunities throughout preparation of the inventory and will provide a summary of new grant and loan opportunities, as

they arise, to KC Water with the monthly progress reports. A total of 4 hours per month (for 20 months) are assumed for the updates.

Subtask 108-2 Drinking Water State Revolving Fund Grant Application Support

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

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

FY23 Application

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

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

- The report will be signed and sealed by a registered Professional Engineer in the State of Missouri.
- The report will be consistent with good engineering practice and utilize appropriate design criteria (as applicable).

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

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

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

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

FY24 Application

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

Deliverables

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

DWSRF grant applications will be prepared for FY23 and FY24.

Assumptions and Limitations

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

We contacted the Missouri SRF program to ask for guidance on the information that will be required to support SRF grant applications for lead service line inventories. They indicated no applications have yet been received for inventories, so could not provide specific guidelines.

Thus, we estimated the grant application requirements as listed under the scope of services. If different or additional information is required that exceeds the budget, additional fees may be required.

Task Series 200 – Data/Records Review

Task 201 Data Records Review

General Requirements

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

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

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

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

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

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

Scope of Services

Subtask 201-1 – Database Development

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

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

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

- Scanned data, if needed, of KC Water trench slips or historical water permits
- City building permit database
- City publicly available GIS data for property construction dates, parcel boundaries, addresses
- An ArcGIS online web application for data entry, record documentation, and field validation of inspection records.
- Quality control queries and applications: Rule validation checks, dashboards and GIS based applications to support data review checks.
- A dashboard to provide visualizations and report generators for status updates for monthly progress meetings.

Subtask 201-2 – Migrate Digital Records

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

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

Subtask 201-3 Migrate Paper Asset Management Records

Paper records provided by KC Water, such as permits, meter replacements, and maintenance records, will be reviewed. The amount of paper records is not known, so we have included a budget allowance to digitize up to 30,000 paper files. We assume they will be in a format that will also allow optical recognition of scanned records to extract data such as address, date, line size and material so that information can be migrated digitally into the database without having to manually review and enter every record. We have budgeted \$15,000 for scanning up to 30,000 paper records and processing them with optical character recognition software to attempt to optically pull germane data from the paper records.

Alternately, this task and budget may be used to begin manual review of KC Water's paper file records for service lines of "unknown" classification after review of the initial asset management data.

Subtask 201-4 Migrate Other City Data

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

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

Subtask 201-5 Ordinance Review

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

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

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

Subtask 201-6 Review, Reconcile, and Screen Records

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

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

Data screening will follow the processes established in the Data Management Plan. Discrepancies between asset management, GIS data, and other paper records or data will be reviewed and reconciled based on the rules for the interpretation of data established in the Data Management Plan, as approved by KC Water. Service lines will be classified following rules established in the Data Management Plan as lead, non-lead, galvanized requiring replacement (GRR), and unknown. Unknowns will be further classified as likely non-lead or likely lead if sufficient data is available to make a distinction.

Deliverables

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

Assumptions and Limitations

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

Information / Support Required from City

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

Subtask 201-7 Review Paper Records

There were an estimated 34,470 service lines in the initial inventory where the service line material is classified as “unknown” for one or both sides of the service line. Preliminary reviews indicated that it may be possible to identify approximately one third or more of the lines through a review of historical paper records, and that could save significant field investigation costs.

CONSULTANT will review paper records that are currently accessible in the KC Water file cabinets to attempt to identify the unknown materials. The findings will be incorporated into the inventory database quarterly.

Assumptions & Limitations:

- We will review an estimated remaining 32,000 unknown records. We estimate that it will take approximately 1600 hours to review the files, plus data management and administrative support. This is an estimated level of effort. We will provide file reviews up to that level of effort.

- The work will be scheduled over approximately 12 months although it could take longer depending on routine accessibility to KC Water offices and the file storage location, plus availability of staff.
- KC Water have stated they may periodically have staff available to help on this task. If so, AECOM will train KC Water staff in the process and conduct a quality review of records provided by KC Water. It is assumed that the cost for the training and review will be offset by the hours needed for CONSULTANT to review files.
- It is assumed that the records are readily accessible in the existing file cabinets previously inspected at the KC Water offices.

Task 202 Review Reports

General Requirements

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

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

Scope of Services

Subtask 202-1 Background Data Summary Report

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

- Number of lines evaluated, available data to classify lines, number of lines of the difference classifications
- Service lines identifiers as lead, non-lead, GRR, and unknowns as possible
- Conflicts in data sets
- Rules used to classify lines
- A GIS map of preliminary findings
- A summary of the review of codes and ordinances
- Data gap analysis

Subtask 202-2 – Data Gap Analysis Workshop

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

Deliverables

The summary report described under 202-2.

Task Series 300 – Verification/Validation of Records

General Requirements

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

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

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

Scope of Services

Task 301 Pilot Study Work Plan

CONSULTANT will prepare a Work Plan to summarize the approach to conducting the Pilot Study field investigation. It is intended to inform the consulting team and KC Water.

This will be a brief document to outline the project objectives, schedule, general approach and responsibilities for conducting the pilot study. It will include the following elements:

- Study objectives and general approach.
- Project location. Desired neighborhood characteristics. Number and types of properties. Mix of service line types (unknown and known lines). Identify the specific neighborhoods if they are available.
- Project schedule
- Summary of major tasks and responsibilities (Engineer, Public Engagement, Contractor)
- Data Management:
 - Information to be collected through inspections and potholing.
 - Documentation requirements: forms, photos, recordkeeping.
 - Data handling. Responsibilities of Contractor vs. Engineer.
- Data Quality Reviews:
 - Checks/approvals of field data.
 - Data review prior to upload into database.
 - Review of customer self-reports.
- Project Documentation Needed for KC Water
 - MDNR Grant/Loan documentation requirements
 - e-Builder construction progress reporting requirements

- Potholing contractor pay application review and approval procedures
- Permit Requirements: Anticipated permit needs and contractor responsibilities.
- Safety Plan Requirements.

The Engineering and Public Engagement teams will review four candidate neighborhoods to work with (for technical needs, engaged neighborhood leaders, willingness to partner with us) and then prioritize two target neighborhoods. The public engagement team will contact neighborhood leaders to discuss partnerships. Engineer team representatives will attend two meetings with neighborhood leaders, if needed.

We will conduct “drive by” inspections of the two target neighborhoods to observe the following and help prepare the contract specifications:

- General accessibility (such as typical yard types: lawn, walls, trees, obstructions)
- Typical water line locations (through yard, driveway, sidewalk, trees).

Assumptions & Limitations:

- The work plan will assume that pilot studies will be conducted in two neighborhoods, and both will be in economically disadvantaged census tracts as defined by the MDNR SRF grant application.
- We will attempt to inspect up to 200 properties in each neighborhood. Final numbers will be dependent upon customer cooperation for access, so could be less.
- KC WATER needs to provide the following to CONSULTANT for the work plan development:
 - MDNR Grant/Loan documentation requirements
 - e-Builder construction progress reporting requirements
 - Potholing contractor pay application review and approval requirements

Task 302 Construction Documents and Bid Support

Subtask 302-1 SOPs and Construction Documents

CONSULTANT will prepare the following materials for KC Water to include in a construction bid document package for potholing contractors:

- Summary of Work
- A Bid Form
- Contract Technical Specifications for Potholing, to address:
 - Notifications, utility clearances, approvals prior to conducting work
 - Permits and traffic control
 - Work scheduling, communications, and project coordination
 - Technical requirements – potholing, service line classification

- Site restoration and waste disposal requirements
- Service line identifications, documentation, and recordkeeping
- Reporting and Data management
- Quality requirements
- Safety requirements
- List of contractor submittals
- Request for Information (RFI) form

CONSULTANT will prepare a Safety Plan for use by the AECOM Team. Since the potholing contractor will be under contract to KC Water, they must prepare their own safety plan for approval by KC Water.

CONSULTANT will prepare Standard Operating Procedures (SOPs) for use by the Engineering Team to perform Visual Meter Pit and Interior Service Line Inspections:

- Notifications prior to conducting work
- Service line classification methods
- Documentation and record-keeping
- Reporting and Data management
- Quality requirements
- Safety requirements

Assumptions & Limitations:

- Potholing will be conducted by a subcontractor to KC Water, so those requirements will be prepared as contract technical specifications.
- The Engineering team will conduct visual meter pit and interior service line inspections, so the guidelines for that work will be SOPs
- CONSULTANT will outline minimum safety requirements for the potholing work and the specifications will require contractors to prepare their own safety plans to meet the requirements. CONSULTANT will not be responsible for the potholing contractor's safety plan or their jobsite safety.
- KC WATER will be responsible for the following "front end" documents for the bid package:
 - Request for Proposal
 - Instructions to Bidders
 - General Conditions
 - Agreement, M/WBE terms, Contracting Forms
 - Bond requirements
- KC WATER will provide a description of required permits and approvals to be included in the technical specifications for the potholing contractor.

Subtask 302-2 Bid Support

It is assumed that KC Water will perform the following: Advertise for bid, schedule a contractor bid meeting, receive and review bids, select contractor(s), and execute contracts with selected firm(s).

The AECOM team will assist by:

- Attending the pre-bid meeting.
- Respond to written contractor questions on technical scope matters, if required by KC Water.
- Review the submitted proposals for compliance with project technical requirements, if required by KC Water.

Assumptions & Limitations:

It is assumed that CONSULTANT will attend one pre-bid meeting to help KC Water answer technical questions about the scope of work.

We assume KC Water will conduct the following:

- Issue the RFP.
- Schedule and lead the pre-bid meeting.
- Contractor questions will be required to be submitted in writing to KC Water. All answers will be distributed to all bidders by KC Water in one or two responses, not respond individually to every question. CONSULTANT will assist KC Water in responding to technical questions in writing; we will not receive or respond to phone calls with questions.

Subtask 302-3 Field Tablets and Database Integration

Field data collection tools (such as iPads) will be procured and programmed for this project. The tablet systems will be integrated with the inventory database.

A map and list of properties will be provided to the public involvement team for communications to property owners. Public communications are included in Task Series 600.

Task 303 Field Work

This is a new task for the Pilot Study.

The field investigation is organized into three subtasks:

- 0303-1: Field Oversight Planning & Training
- 0303-2: Field Investigation - Visual Inspections
- 0303-3: Field Investigation - Potholing

The visual inspections and potholing are separate subtasks because they involve different engineering tasks, plus different notifications to property owners, as well as different approvals and permits to conduct the work.

Subtask 303-1 Field Oversight Planning

During the time period when KC Water is contracting with the potholing contractor, the following pre-field planning activities will be conducted by CONSULTANT.

Field work operating protocols will be prepared as written SOPs to include the following topics. Each SOP will be brief, approximately 2 pages each. They will be compiled into a Field Operations Manual.

- Procedures for contacting residents, talking points, documentation.
- Communications between engineers, public engagement team, contractor, KC Water, and neighborhood stakeholders.
- Pothole contractor oversight procedures.
 - Pre-field planning, coordination and training. Lines of communication.
 - Verifying Permits, notifications, approvals before potholing.
 - Inspection oversight responsibilities.
 - Contractor recordkeeping and reviews for pay requests.
- Response protocols for line breaks, customer complaints, or damage to other utilities.
- Data collection, tablet use, data upload and review procedures.
- Progress documentation and reporting requirements.
- Grant management documentation needs and tracking.

The field team will be trained in these protocols.

The Engineering team will develop a work schedule; Prepare a base map and list of properties to be inspected, plus a system to track properties inspected; Set up a SharePoint site & protocols for uploading and review field data

The engineering team will collaborate with the public engagement team to support their outreach and notification efforts to the neighborhoods in advance of sampling work. Public engagement notices, letters, emails will be reviewed for technical content. A phone number and email address will be established for residents to sign up for service line inspections.

KC Water is developing a field data collection application for use by CITY maintenance crews. CONSULTANT will adapt our Standard Operating Procedure (SOP) for identifying service line materials and provide it to KC Water for use by their field maintenance crews. Note that this will be a brief document, more like historical KC Water Standard Instructions (SI), than an extensive SOP manual.

Assumptions & Limitations:

KC WATER will be responsible for the following programming for the KC Water field data collection App and training KC maintenance staff in its use.

Subtask 303-2 Field Investigation - Visual Inspections

Notifications

In advance of beginning visual inspections the public involvement team will contact neighborhood residents by letter and/or mail to request access for inspections. Customers will be directed to the engineering team to schedule inspections. TREKK will operate a phone number and email for this purpose.

Inspections

The engineering team will perform visual inspections of service lines at up to 200 properties in Neighborhood 1, followed by up to 200 properties in Neighborhood 2. All inspections will be conducted by a two-person field team. At each location, inspections will be performed at two locations, if both are accessible and access is granted by the resident:

- Water meter pits, if in yards.
- Inside buildings

Findings and photographs will be recorded on a field tablet and uploaded to a data server daily. If a resident has previously scheduled an inspection, those will be conducted as scheduled.

At each location where a response has not previously been received, we will knock on doors. If there is no answer, the team will inspect the water meter pit if it is located in the yard and leave a door hanger asking residents to contact TREKK to sign up for an interior inspection.

If there is an answer at the door, interior inspections will only be conducted if access is granted by the resident and conditions are deemed to be safe per the procedures in the safety plan.

If written approval has not been previously received from the customer for subsequent potholing on their property, when inspections are conducted the engineering team will ask the customer to sign such approvals.

Weekly Planning and Coordination

The engineering and public engagement teams will hold joint weekly planning meetings to review progress, schedule upcoming field work, and support community notification requirements. Anticipated meeting topics include:

- Work completed and schedule progress. Lessons-learned or issues in previous week. Verify records and documentation are complete.
- Work schedule for the coming week. Verify property access approvals are available.

- Safety reviews.
- Review the consistency and quality of daily inspection reports.
- Feedback from neighborhood representatives or residents. Plans to notify customers of upcoming work.

Field Management Tasks

The following field work coordination tasks will also be conducted:

- Interface with database and GIS staff to identify and schedule upcoming properties.
- Coordinate with public involvement team, neighborhood representatives, and KC Water representatives as needed beyond the regular planning meetings to respond to customer inquiries or complaints.
- Review daily inspection records for completeness. Coordinate weekly with database manager to verify that inspection results are being uploaded to database.
- Maintain records of meetings, field observations, issues, action items, tailgate safety meetings.
- Provide progress documentation to management team.

Schedule

The schedule assumes:

- 10 inspections can be conducted per day (50/week).
- Completing 400 inspections will require three months:
 - Month 1: the majority of Neighborhood 1 (200 properties) will be completed.
 - Month 2: Work will begin in Neighborhood 2.
 - Month 3: Return to properties that could not be reached during the initial contacts.

Assumptions & Limitations:

The schedule is based on the assumptions listed above and is contingent upon weather, readily obtaining property access, and continued support by the neighborhoods. If delays occur it may not be possible to inspect all 200 properties within the time and budget allowed.

It is anticipated that it may be difficult to obtain approval to enter 200 homes for interior inspections, but those that have exterior meter pits should be mostly accessible.

Subtask 303-3 Field Investigation - Potholing

The potholing task will begin approximately one month after visual inspections start.

Kickoff, Work scheduling, Contractor Training

The engineering and public engagement teams will hold a planning meeting with the contractor to schedule the work sequence in the two neighborhoods and introduce the contractor to neighborhood leaders.

Pre-field training will be conducted with the selected contractor:

- Inspection procedures
- Data management and reporting
- Quality requirements
- Utility clearances, permits, notifications, City inspections and approvals
- Site restoration requirements
- Safety requirements
- Working on private property, Engaging with the public

Weekly Planning and Coordination

The engineering and public engagement teams will hold joint weekly planning meetings with the potholing contractor to review progress, schedule upcoming field work, and support community notification requirements. Anticipated meeting topics include:

- Work completed and schedule progress. Lessons-learned or issues in previous week. Verify records and documentation are complete.
- Work schedule for the coming week. Verify property access approvals are available.
- Verify permits, utility clearances, traffic control are in-place.
- Safety reviews.
- Review the consistency and quality of daily inspection reports.
- Feedback from neighborhood representatives or residents. Plans to notify customers of upcoming work.

Potholing Contractor Field Observation

The engineering team will:

- Verify that contractor has obtained permits, utility clearances, traffic control approvals before digging.
- Inspect potholing locations before the contractor digs.
- Observe the potholing contractor's work. The potholing contractor must identify the service line materials and confirm the interpretation with the Engineering field observer before backfilling holes. The Engineering field observer will record the findings in a field data App, require the contractor to sign each, and upload digital records to the project database.
- Document preconstruction condition and post site restorations.

- Report line breaks or other problems, damage to other utilities, customer inquiries or complaints.
- Record contractor progress.
- Maintain documentation of daily tailgate safety meetings.

Field Management Tasks

The following field work coordination tasks will also be conducted:

- Interface with database and GIS staff to identify and schedule upcoming properties.
- Coordinate with public involvement team, neighborhood representatives, and KC Water representatives as needed beyond the regular planning meetings to respond to customer inquiries or complaints.
- Review daily inspection records for completeness. Coordinate weekly with database manager to verify that inspection results are being uploaded to database.
- Maintain records of meetings, field observations, issues, action items, tailgate safety meetings.
- Provide progress documentation to management team.
- Review contractor Requests for Information (RFIs). Coordinate responses. Maintain records of such.
- Review contractor change orders; recommend to KC Water when to approve such. Maintain records of changes.
- Review and recommend to KC Water when to approve contractor pay requests.

Schedule

The schedule assumes:

- 10 properties can be potholed per day (50/week).
- Completing 400 potholes will require three months:
 - Month 1: the majority of Neighborhood 1 (200 properties) will be completed.
 - Month 2: Work will begin in Neighborhood 2.
 - Month 3: Return to properties that could not be potholed due to temporary obstructions or other reasons during the initial contacts.
- At each property it is desired to conduct two potholes, one on the city-owned side of the service line, and one on the customer-owned side. However, if residents refuse access to yards for potholing, at some locations potholes may only be advanced within the right-of-way on the city-owned side of the service line.

Response to Line Disturbances

MDNR requires that if any lead or galvanized line requiring replacement (GRR) is disturbed, the persons served at that location must be provided with:

- Information about the potential for elevated lead levels in drinking water as a result of the disturbance.
- Public education materials on flushing procedures and ways to reduce lead exposure.
- A pitcher filter or point-of-use device certified to reduce lead, instructions to use the filter, and six months of filter replacement cartridges.

Our expense budget includes a lump sum allowance of \$10,000 to provide filters and replacement cartridges, if needed during field work. This assumes up to 50 locations x \$200 for two water pitcher filters and two replacement cartridges at each location.

Assumptions & Limitations:

The potholing contractor will be under contract to CITY. CONSULTANT will serve as construction observer. We will not be responsible for the performance, quality, or safety of contractor's work.

The schedule is based on the assumptions listed above and is contingent upon weather, readily obtaining property access, and continued support by the neighborhoods. If delays occur, or property access is not granted, it may not be possible to inspect a full 200 properties in each neighborhood within the time and budget allowed. The schedule is also contingent upon contractor performance and quality of work which is outside of CONSULTANT's control.

The schedule and labor estimate for contractor oversight assumes one potholing contractor completing 10 properties per day (50 per week).

Task 304 Pilot Study Data Management and Reporting

This is a new task for the Pilot Study.

Subtask 304-1 Data Management

CONSULTANT will perform the following data management tasks:

- A list of target properties for investigation will be prepared and provided to the public engagement team for obtaining property access. As work progresses, the list will be updated. Added properties will be identified if more are needed.
- Visual field inspection reports and pothole reports will be uploaded by the field team on a daily basis. Data uploads will be checked prior to inclusion in the project database. Errors or omissions will be reported to the field teams for correction.
- The database will be updated on a routine basis throughout the field work.

- Progress reports will be prepared monthly for stakeholders.
- The data and findings will be reviewed after each phase of the Pilot Study:
 - Comparability of visual inspections at meter pits and inside buildings.
 - Comparability of visual inspections with pothole results
 - Statistical analysis on the comparability of field results and historical records to assess the reliability of historical records.
- A summary of the findings of the above will be provided to KC Water.
- The inventory database will be updated after each phase of the pilot study.
- The online map is anticipated to be updated monthly for internal KC Water review. Public updates are anticipated to be published quarterly.

Subtask 304-2 Customer Self-Reporting Support

It is assumed that the customer self-reporting approach for the pilot study will be an online reporting process.

Prior to field work, the engineering team will create an online (website based) application for customer self-reporting of service line materials, and then train the public involvement team in its use. The public involvement team will work with neighborhood leaders to promote the use of the App by the public and teach neighborhood ambassadors how to promote its use.

Reports submitted by customers will be reviewed weekly to perform quality checks on the submittals. Accuracy, errors, or omissions in the submittals will be provided to the public engagement team to assess whether outreach or educational approaches need to be modified to enhance results.

Subtask 304-3 KC Water Field Data Collection App Support

KC Water was in the process of developing an internal App for use in their field data collection during maintenance activities. It is assumed that KC Water will complete the development of the App and then implement its use with city crews.

If the App is completed by KC Water, the following tasks will be included to accommodate service line information collected by KC Water maintenance staff:

- AECOM staff will meet with KC Water staff via video conference to understand how their field data will be uploaded to the KC GIS or asset management system and then agree upon a format for KC Water to routinely transfer the collected information to the inventory database which is currently maintained by AECOM. We assume two meetings needed to work out data transfer processes.
- AECOM staff will attend a video conference with KC Water staff to review lessons-learned after maintenance staff initially field test the App.

- AECOM will update the service line inventory database with field data collected by KC Water staff quarterly when provided by KC Water. We have budgeted for six (6) quarterly updates from the first quarter of 2025 through the second quarter of 2026.

Assumptions & Limitations:

- Online Map: AECOM is presently maintaining the service line inventory map on behalf of KC Water due to staff changes at KC Water. We assume that it will be maintained by AECOM through the duration of the pilot study and will be updated with service line information collected through the pilot study. We have not budgeted for other changes to the map such as regulatory changes or accommodating KC system changes.
- KC Water Field Data Collection App: It is assumed that KC Water will perform all programming for their App and will provide service line information collected to AECOM in a format compatible with the current inventory database on a quarterly basis.

Task 305 Lessons-Learned & Pilot Study Report

This is a new task for the Pilot Study.

Subtask 305-1 Lessons-Learned

CONSULTANT will discuss lessons-learned on an ongoing basis at the weekly field planning meetings during the pilot study. The Engineering and Public Engagement team will meet with KC Water staff to review and discuss findings on two occasions, after approximately half of the visual inspections are completed, and again after approximately half the potholing is completed. If adjustments to field procedures are needed, they will be incorporated into subsequent work.

The findings will be documented for future reference and provided to KC Water along with the Pilot Study Report. Anticipated topics will include:

- Safety Protocols
- Inspection and Potholing contractor lessons learned
- Public outreach lessons learned
- Interactions with customers: Inspectors, contractors, public engagement staff

Subtask 305-2 Pilot Study Report

CONSULTANT will compile findings from the pilot study and summarize them in a written report to KC Water to support the CITY’s long range program planning efforts. The report will include the following:

- Based on the unknown lines that were classified in the pilot study, a projection of the line materials in the larger unknown population will be estimated. That will be used to project a statistical understanding of the quantities of material types in the overall distribution system.

- The success rate of each type of inspection (meter pit, pothole, interior) for classifying unknowns and validating service line material types against historical records. To include the results for both the city-owned and customer-owned portions of service lines.
- Data will be evaluated to see if it is possible to recommend to regulators that visual inspections are a reliable way to identify service lines instead of potholing every location.
- An assessment of the participation level of customers in self-reporting, the reliability of self-reports, and the level of effort needed to support that activity.
- Document the following metrics for both engineering and public engagement activities:
 - Time to complete the work: Planning, inspections, potholing, public engagement, data management and reporting.
 - Number of staff + Labor hours
 - Costs: Engineering, Public engagement, Potholing contractor
 - Potholing production rates, typical depths, costs, typical site restoration requirements
- A summary of data provided by KC Water on the number of service lines that were classified by KC Water maintenance staff during their routine work activities.
- Use the information listed above to project time, costs, and resources needed identify unknowns, validate the initial inventory, and project potential service line replacement numbers.
- Regulatory guidance from the U.S. EPA and MDNR that may affect service line validation and replacement planning will be identified.

Task 306 Service Line Inventory Update 2025

This is a new task for the Pilot Study.

CONSULTANT will update the inventory database with findings from the Pilot Study and prepare the 2025 annual inventory update for MDNR. The submittal to MDNR is anticipated to be required in October per the draft Lead Copper Rule Improvements (LCRI) rule.

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

Assumptions & Limitations:

- It is assumed that the 2025 annual inventory update will match the existing 2024 MDNR spreadsheet inventory format, and not require a new format, calculations, or additions.
- KC Water will be responsible for submitting the inventory to the MDNR.

- Inventory requirements may be subject to change depending on the requirements of the new LCRI expected to be published in the fall of 2024.
- This scope of work does not include the 2026 service line inventory update, only the 2025 update.

Task Series 400 – Data Publishing Services

General Requirements

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

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

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

Scope of Services

Task 401 Update Files

Task 401-2 Provide City with Digital Records

The database will be prepared in a manner to allow the final integration into KC Water’s Oracle database or other GIS systems. CONSULTANT will organize and compile the digital records from the project and coordinate with KC Water for upload processes. The completed inventory will include a database with the information fields required by the MDNR inventory spreadsheet. Consultant will prepare documentation of file information and structures, along with documentation of rules used to classify service line materials.

Task 402 Public Access to Records

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

Subtask 402-1 Online Map Planning Workshop

CONSULTANT and CITY will conduct a workshop focused on the online map. CONSULTANT will:

- Demonstrate map examples
- Discuss format and integration into the KC Water website

- Obtain input from stakeholders provided by CITY
- Discuss required community outreach before the website is live

Subtask 402-2 Online Map Development and Functionality Testing

AECOM will prepare the online map for the initial inventory, demonstrate the appearance and content for KC Water, perform functionality testing, and then provide the map to KC Water for hosting on the Department’s website. The map for the initial inventory will be provided in advance of October 16, 2024.

Subtask 402-3 Finalize Map and Transition to KC Water

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

Deliverables

Listed in subtasks above.

Task 403 Customer Notification Assistance

Within 30 days of submitting the 2024 Initial Service Line Inventory, KC Water is required to notify customers in writing of service line materials for those with lead, GRR, or unknown lines. KC Water has requested assistance from CONSULTANT to complete this task. The level of effort needed for this work is difficult to define precisely, but we have estimated hours to conduct the following tasks:

- We assume that KC Water will provide databases of residents or apartment units within multi-family buildings available in CITY records. AECOM will compile any resident databases provided by KC Water, link them to the service line inventory, and create a customer mailing list database.
- The public involvement team will prepare the recommended text for letters to be mailed to customers. The draft letters will be provided to KC Water and KC City Communications for review and approval. We assume one set of edits are received from each department. Upon receipt of edits, final text files for the three letters will be provided to KC Water.
- CITY is responsible for translating the information into non-English languages. Upon translation by CITY, the public engagement team will post the translated materials to the KC Water web page that hosts the service line inventory information.
- Once the inventory is complete, three mailing lists will be provided to KC Water, for those customers with lead, GRR, and unknown line materials.
- KC Water is responsible for printing and mailing the notifications. If KC Water provides a list of return to sender addresses, AECOM will update the mailing database with that information.

Assumptions & Limitations:

- CITY is responsible for translating outreach materials.
- CITY is responsible for printing and mailing the notices.
- CITY is responsible for attempting to contact return to sender addresses.
- This task is for the 2024 LCRR submittal only. It is assumed that data systems will be handed over to KC Water for 2025 annual LCRI notification requirement.

Task 404 Expenses

Expenses for AECOM field activities are tracked under a single task. They include:

- Vehicle mileage
- Printing
- Field tablets for data collection
- Health & safety supplies, miscellaneous field supplies
- Water pitcher filters and replacement filters (50 x \$200 each)
- Data storage fees

Subcontractor expenses are included in their invoices.

Task Series 500 – Final Report

Task 501 Final Report

CONSULTANT will provide a final report on the completed initial water service line inventory data records review and verification documenting the record sources, a summary of record updates, the location and number of service lines that are lead or are classified as non-lead based on the criteria of EPA Lead and Copper Rule Revision. The final report will be combined with the background data summary report for a single report providing documentation to KC Water of the materials used to compile the initial inventory.

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

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

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

Task 502 Electronic files

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

Deliverables

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

Assumptions and Limitations

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

Task Series 600 – Public Involvement

Task 600-1 Project Coordination

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

Assumptions and Limitations

- One meeting per month with two team members in attendance

Task 600-2 Communications and Outreach Plan

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

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

Deliverables

- Communications and Outreach Plan

Assumptions and Limitations

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

Task 600-3 Briefing Materials for KC Water

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

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

Deliverables

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

Assumptions and Limitations

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

Task 600-4 Additions to KC Water Website

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

Stage 1: Front End

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

- Fact Sheets and FAQs
 - General information: What is the lead service line program?
 - How does lead get into drinking water?

- Kansas City’s water quality
- Link to the KC Water annual water quality reports.
- Links to EPA and MDNR pages on the Lead Copper Rule (LCR) and Lead Copper Rule Revisions (LCRR)
- Email contact to respond to inquiry, collect questions, and update FAQs

Stage 2: Prior to Conducting Field Work

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

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

Stage 3: Publicly Accessible Map Interface

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

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

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

- Instructions on how to use the interactive map
- Program updates such as when more properties will be evaluated
- Community outreach events
- How to contact the project team (Hotline information)
- Graphics describing service lines and project timelines, etc.

Deliverables

- Updated website page with access to key information
- Coordinate the linking of the interactive map

Assumptions and Limitations

- Majority of time will be spent initially on building the webpage

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

Parson + Associates will also assist KC Water with earned media strategy and execution. This task includes drafting and/or reviewing news releases, developing media processes and procedures, pitching stories to media, and assisting KC Water in creating a media event.

- For example, the media event may be a staged interior inspection with a homeowner.

Parson + Associates will assist KC Water with creating up to two videos about how to use the online map and general information "about the program".

- Each video will be 30 seconds to one minute long. The videos will be placed on the KC Water project page and/or posted on KC Water's social media accounts.
- The "How-to" video will educate the public on how to use the online inventory map and explain the different classifications.
- The "About the Program" video will educate the public about the drinking water service line inventory program, key places to receive information, and whom to contact with questions/how to stay informed.

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

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

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

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

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

Deliverables

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

Assumptions and Limitations

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

Task 600-6 City Stakeholder Meetings

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

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

Deliverables

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

meeting Assumptions and

Limitations

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

Task 600-7 Call Center Support

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

Deliverables

- Talking points (updated for each of the 6 meetings)

- Notes/summary of each

meeting Assumptions and

Limitations

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

Task 600-8 Community Stakeholder Meetings,

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

-
- Coordinate up to 30 neighborhood group/grassroots pop-up presentations/meetings
 - The goal of these presentations/meetings is to promote the online inventory map city-wide. The presentations will educate the public about the inventory program and how to access the online map.
 - The communications team will identify at least two meetings in the six City Council Districts (12 of the 30 meetings).
 - Events may include existing community/neighborhood meetings, setting up a table at a community event such as a back-to-school program, First Friday, etc.

Deliverables

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

meetings Assumptions and Limitations

- Up to 30 meetings with neighborhoods, stakeholders, or other community events where the project team can set up a table/information booth

Coordination of Multi-Lingual Materials

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

- Fact Sheet

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

Deliverables

- Spanish translated materials
- Other translations upon

request Assumptions

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

Task 0601 – Pilot Study Support, Public Involvement

Subtask 0601-1: Help Notify homeowners with Lead, GRR, or Unknown Lines

Assist KC Water with preparation of mailers for the 2024 initial inventory:

- P+A will prepare recommended text for letters to be mailed to customers.
- If translations are provided by CITY, P+A will post them to the KC Water inventory web page.

Subtask 0601-2: Pilot Study Planning

1. Identify the two Pilot Study Neighborhoods
 - P+A will work with KC Water and the project team to choose two pilot study neighborhoods. Criteria that may be used include:
 - If the neighborhood boundaries stretch between two Council Districts.
 - If the neighborhood is in a disadvantaged census tract.
 - The average age of a home in the neighborhood.
 - Active vs. non-active neighborhood groups, etc.
2. Meet with Pilot Study Neighborhood Leaders and City Council Members
 - After two neighborhoods are selected, P+A will coordinate meetings with the pilot study neighborhood leaders and City Council representatives from the area.
 - The meetings will educate the stakeholders on what work to expect, when, where, and how constituents can stay informed throughout the pilot study.
 - The neighborhood leaders and elected officials will also be asked about the best meeting places for their constituents, hard-to-reach areas of the neighborhood, and

communication channels (such as a private Facebook page) where they would be willing to share information about the program.

3. Develop collateral materials such as signage, fact sheets, business cards, etc.
 - Utilize a consistent brand to create educational materials to be used at meetings, door-to-door outreach, and any other needs.
4. Coordinate Translation Services
 - Identify which languages are spoken in the neighborhood to inform languages to translate to printed and digital materials.
 - Collaborate with KC City translation services to obtain translations of outreach materials.
5. Create messaging for collateral materials, website content, social media, etc.
 - Collaborate with KC Water to create neighborhood-specific messaging.
6. Host and/or dovetail into up to three (3) neighborhood events per pilot study neighborhood (6 total) to educate the public about the program and encourage signing up for visual inspections.
 - The events will be coordinated with neighborhood ambassadors/community leaders, local elected officials, and project team members.
 - The events will be promoted to the community through flyers, signage, community ambassadors, existing City communication channels (KC Water social media, City Council District newsletters, etc.)
 - An example event may be a pancake breakfast at a local community center or church with sign up sheets that are transferred to the field crew to begin scheduling visual inspections.
7. Assist KC Water with earned media strategy and execution.
 - P+A will coordinate media requests and potential media stories with KC Water.

Subtask 0601-3: Self-Testing Pilot

1. Assist in messaging and creating self-testing procedures.
 - P+A will coordinate with the technical team to understand how the self-testing program will work.
 - P+A will review the self-testing procedures and identify where there may be communication gaps.
 - For example, if a property owner submits a blurry photo, who is responsible for contacting the property owner and asking them to retake the photo.
2. Self-testing video
 - Create a 1-2 minute video explaining how to self-test the service line.

- The video may feature a community leader, elected official, or other recognizable face and voice of the community.
 - The video will be distributed via KC Water social media channels, the project webpage, and to community/business organizations.
3. Self-testing communications (mailers, emails, targeted billing inserts, signage, etc.)
 - P+A will convert the technical team’s processes and procedures into public-friendly materials.
 - For example “A 1,2,3 Step Guide to Understanding Your Drinking Water Service Line.”
 4. Self-testing content for project website
 - Utilize approved messaging from task 4.1 for the project page. The video will also be placed on the project webpage.
 5. Self-testing social media kits for public dissemination
 - Similar to task 1.6, P+A will create social media graphics, posts, email blasts, etc. to send to key stakeholders such as elected officials and neighborhood leaders to circulate the information throughout the community.
 6. Assist in developing self-testing procedures and training materials
 - P+A will work with the technical team to create materials for the public to use when self-testing their service lines.
 7. Assist KC Water with earned media strategy and execution
 - P+A will coordinate media requests and potential media stories with KC Water.

Subtask 0601-4: Public Involvement Field Work Support

1. Assist with developing communication procedures for potholing
 - P+A will work with the technical team to identify communication needs when the field crews begin potholing. P+A will be responsible for drafting public-facing materials for potholing crews.
 - P+A will assist in distributing approved materials to homeowners, key stakeholders, and field crew members . Materials may include:
 - Letters to residents and/or property owners.
 - Social media posts
 - E-blasts
 - Door hanger with program/potholing information.
 - A packet of program information (fact sheets, business card, website information, etc.) for the field crew to provide to the property owner.
2. Hotline and email address management

- For scoping purposes, P+A assumes six (6) hours per week for 104 weeks (24 months).
 - P+A will monitor the phone and email Monday - Friday, 9:00 AM - 5:00 PM.
 - P+A will utilize the hotline phone and email process and procedures from task 1.8 to keep a log of all interactions.
3. Assist with developing communication procedures for interior and exterior inspections
 - P+A will work with the technical team to establish the flow of communication from field crew members to the property owner for interior and exterior inspections. This may include:
 - Initial communications to residents and/or property owners
 - Communications with property owners post inspection
 - A Call tree for different scenarios field crews may encounter, such as complaints about other City projects in the area, water bill questions, issues with restoration (if potholed), etc.
 4. Create and execute customer service training for field crew members
 - P+A will provide customer service training for field crew members. This training may occur separately or in conjunction with the technical team's training of field crew members.
 - The training will include how to talk to property owners, what is acceptable to say and not to say, where to route non-project related questions, etc.
 5. 311 training sessions
 - P+A will show customer service representatives how to use the online interactive map and explain how to transfer calls from 3-1-1 to the hotline number/email.
 - Training may occur quarterly to ensure new staff members are knowledgeable about the project.

Subtask 0601-5: Neighborhood Ambassador Program

1. Identify and collaborate with a/an partner organization/s
 - P+A will work with KC Water to identify collaboration opportunities with existing community organization (such as the Center for Neighborhoods, Black Healthcare Coalition, KCMO Health Department, etc.) to establish a neighborhood ambassador program for the project. The program will utilize neighborhood residents to help engage their community around the inventory project. Neighborhood ambassadors will help P+A promote the program throughout their community. This may include:
 - Dropping off promotional materials (such as flyers, signage, etc.) to community locations (barber shops, grocery stores, churches, libraries, community centers, etc.)

- Neighborhood ambassadors are stipend positions from the expenses budget. P+A will not make any major payments or purchases from the expenses budget without written consent from the Client.
2. P+A will determine a payment process with KC Water. Identify and recruit potential neighborhood ambassadors
 - P+A will work with selected partner organizations to recruit candidates for the neighborhood ambassador program.
 3. Develop neighborhood ambassador training
 - P+A will create training materials for the neighborhood ambassador program and host a training session. Materials may include:
 - Training manuals
 - Presentations
 - Training videos
 4. Develop "public meeting in a box" kits for ambassadors
 - The “public meeting in a box” (PMIB) kits may include graphics, handouts, presentation materials such as boards, maps, and other useful demonstrations (such as examples of copper pipes, galvanized, etc.)
 - The neighborhood ambassador will plan a series of events, supported by P+A. For example, the neighborhood ambassador will choose a time, date, and location for a presentation about the program. P+A will create the promotional materials needed for the event. P+A will attend all events to answer technical questions and for note-taking purposes.
 - The events could be for groups as small as five residents in a coffee shop and as large as a neighborhood picnic.
 - The goal is to have a trusted neighborhood resident as lead so other residents will be more likely to engage with the project.
 5. Support neighborhood ambassadors at meetings and events
 - Attend neighborhood meetings and events.
 - Provide engagement materials and presentations.
 - Be on hand to answer questions.
 6. Design and produce outreach materials for ambassadors
 7. Weekly Coordination with ambassadors

Subtask 0601-6: Lessons Learned, Regulatory Negotiations, Long-Range Planning

1. Document lessons learned from the first 200 properties.
 - Document lessons learned to inform the next phases of the project.
2. Develop public engagement program manual / SOPs to be used in future neighborhoods

3. Assist the technical team in developing a long-range plan.

Subtask 0601-7: Meetings and Coordination

1. Monthly project team meetings
 - For scoping purposes, it is assumed that P+A will attend one, one-hour meeting, per month for 24 months.
2. Weekly Coordination Meetings
 - For scoping purposes, it is assumed that P+A will attend one, half-hour internal coordination meetings for 104 weeks.
3. Bi-weekly communication team meetings
 - For scoping purposes, it is assumed that P+A will attend one, half-hour coordination meetings for 52 weeks.

Assumptions and Limitations:

- P+A estimates up to \$50,000 of expenses to execute the above scope items. Expenses include: printed assets, refreshments for meetings, neighborhood ambassador stipends, project boards, signage etc.
- All public facing materials will be approved by Client before public dissemination.
 - Any material not approved will be held from public dissemination, even if it impacts the project timeline.
- P+A will rely on KCMO to perform translations. If third-party translation vendor is required, P+A will coordinate directly with KC Water to select a vendor.

4. OPTIONAL SERVICES

Optional Service 1 – Review Historical Water Line Record Drawings

We have included an allowance of approximately 4 weeks of time to review historical paper record drawings of water lines if such paper records require review. Alternately, this may be used for similar data review, data management, reporting, or regulatory support tasks.

Optional Services 2 – Pilot Study Engineering and Public Involvement

A lump sum allowance has been included as an optional service if needed for unforeseen circumstances during field work, unforeseen regulatory changes, or similar out of scope changes. A lump sum amount is included, approximately 10% of the pilot study budget. If optional services are needed, a specific scope of work will be provided to KC Water for approval.

5. OVERALL LIMITATIONS AND EXCLUSIONS

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

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

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

The EPA has indicated they will accept the results of predictive modeling in the preparation of service line inventories but has yet to provide written confirmation of this or any guidance on how the results may be used. If EPA changes policy on acceptability of modeling that may also result in additional work required outside the approved scope of work.

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:

a. **Drawings/plans**

- (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
- (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
- (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-(DrawingNumber)-Cover.**pdf** or 002-(DrawingNumber)-A-01.**pdf**

b. **CSI specification sections (project manuals)**

- (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF

c. **Summary:**

- (1) Division 00 and 01 in Microsoft Word or Excel
- (2) Division 2-16 in PDF Format
- (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City’s software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user’s fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City’s software service provider at their own expense.
4. Support: City’s software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City’s software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties’ obligations and rights for copyright or document

ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

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

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

- (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. Submittal Specifications

- a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
- b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
- c. eTransmit shall be used when packaging CAD files for submission. eTransmit is a command within the CAD software that automatically includes all related dependent files such as xrefs and pentables.
- d. CAD files shall be transmitted as both .dwg and .sdf formats.
- e. In the case of an incomplete submission the digital copies may be returned for correction with comments.

3. 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.

4. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

Fee Summary: Original Contract + Amendment 1 to Conduct Pilot Study

REVISION 2, 9-10-24

Drinking Water Service Lines Materials Inventory
 City Contract No. 9749
 City Project No. 60800052

Task #	Name	Change by the Amendment	Original Budget	Amendment Amount	New Total
0101	PM Services	Supplement to existing task	\$208,570	\$247,806	\$456,376
0107	Regulatory Support	Supplement to existing task	\$42,888	\$30,645	\$73,533
0108	Grant/Funding Supp	<i>No change to scope or budget</i>	\$123,882		\$123,882
0201	Data Records Review	Added Subtask 0201-7, Review Paper Records	\$535,097	\$214,033	\$749,130
0202	Review Reports	<i>No change to scope or budget</i>	\$77,520		\$77,520
0301	Verification Plan	Revised scope description to: Pilot Study Work Plan. <i>No change to budget</i>	\$53,728		\$53,728
0302	Verification/Valid	Revised scope description to: Construction Documents and Bid Support	\$187,058	\$7,645	\$194,703
0303	Field Work	New task		\$699,554	\$699,554
0304	Pilot Study Data Management & Reporting	New task		\$175,272	\$175,272
0305	Lessons-Learned & Pilot Study Report	New task		\$58,172	\$58,172
0306	2025 Service Line Inventory Update	New task		\$40,388	\$40,388
0401	Electronic Updates	<i>No change to scope or budget</i>	\$17,236		\$17,236
0402	Public Access	<i>No change to scope or budget</i>	\$88,938		\$88,938
0403	Customer Notification Assistance	New task		\$57,528	\$57,528
0501	Final Report	<i>No change to scope or budget</i>	\$86,113		\$86,113
0502	Electronic Files	<i>No change to scope or budget</i>	\$12,693		\$12,693
0600	Public Involvement	Supplement to existing task	\$263,994	\$352,251	\$616,245
EXP	Expenses	<i>No change to budget</i>	\$41,283		\$41,283
Subtotal (before optional services)			\$1,739,000	\$1,883,294	\$3,622,294
Optional Services					
<i>Existing Contract: Review Historical Water Line Record Drawings</i>			\$40,000		\$40,000
<i>Pilot Study Engineering & Public Involvement</i>				\$180,000	\$180,000
TOTAL with Optional Services			\$1,779,000	\$2,063,294	\$3,842,294

Schedule of Position Classifications



2024-25 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar years 2024 and 2025. This Schedule of Fees and Charges will be adjusted annually on January 1st of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

BILLING RATE CHARGES

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

<u>Labor Classification</u>	<u>Hourly Billing Rates (\$)</u>
Engineer/Scientist Intern	40 - 70
Graduate Engineer/Scientist	60 - 90
Word Processor/Administration	80 - 130
Drafting Technician	90 - 120
Staff Engineer	90 - 115
Engineer I	110 - 130
Engineer II	125 - 135
Engineer III	130 - 145
Engineer IV	140 - 155
Engineer V/Senior Designer	150 - 170
Professional I	145 - 165
Professional II	160 - 180
Professional III	175 - 200
Professional IV	195 - 215
Professional V	210 - 245
Principal Engineer	220 - 265
Project Manager	145 - 205
Senior Project Manager	205 - 285
Technical Reviewer	225 - 315
Project Principal/Program Manager	255 - 325
Senior Advisor	265 - 395

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

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

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

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

GEOTECHNICAL AND DRILLING SERVICES

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

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

2024 SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

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

Other Project Non-Salary Expenses

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

Copies

The charges for copies are as follows.

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

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

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

Computer Applications

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

Vehicles and Mileage

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



A D/WBE, WOSB Certified
Civil Engineering Firm

2024-2025 Compensation for Professional Engineering Services¹

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

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	\$240.54	-	\$410.52	Field Crew	\$134.70	-	\$192.43
Project Manager	153.9456	-	\$333.55	Senior Field Technician	\$102.63	-	\$166.77
Senior Professional Engineer	195.6392	-	\$333.55	Field Technician I	\$83.39	-	\$121.87
Professional Engineer I	176.396	-	\$275.82	Field Technician II	\$70.56	-	\$99.42
Professional Engineer II	153.9456	-	\$230.92	Field Technician III	\$60.94	-	\$83.39
Professional Engineer III	125.0808	-	\$182.81	Field Technician IV	\$54.52	-	\$70.56
Senior Project Engineer	160.36	-	\$256.58	Senior Professional Land Surveyor	\$198.85	-	\$320.72
Project Engineer I	131.4952	-	\$192.43	Professional Land Surveyor I	\$157.15	-	\$243.75
Project Engineer II	109.0448	-	\$153.95	Professional Land Surveyor II	\$125.08	-	\$189.22
Project Engineer III	93.0088	-	\$128.29	Professional Land Surveyor III	\$102.63	-	\$150.74
Senior Industry Specialist	205.2608	-	\$330.34	Survey Crew	\$205.26	-	\$0.00
Industry Specialist I	176.396	-	\$282.23	3-Man Survey Crew	\$275.82	-	\$0.00
Industry Specialist II	134.7024	-	\$218.09	LiDAR Crew	\$240.54	-	\$0.00
Industry Specialist III	102.6304	-	\$166.77	Senior Survey Technician	\$109.04	-	\$176.40
Senior Office Technician	109.0448	-	\$176.40	Survey Technician I	\$89.80	-	\$131.50
Office Technician I	89.8016	-	\$131.50	Survey Technician II	\$73.77	-	\$105.84
Office Technician II	73.7656	-	\$105.84	Survey Technician III	\$64.14	-	\$86.59
Office Technician III	64.144	-	\$86.59	Senior Survey Crew Chief	\$118.67	-	\$192.43
Senior GIS Analyst	134.7024	-	\$218.09	Survey Crew Chief I	\$96.22	-	\$141.12
GIS Analyst I	109.0448	-	\$160.36	Survey Crew Chief II	\$80.18	-	\$112.25
GIS Analyst II	89.8016	-	\$128.29	Survey Crew Chief III	\$67.35	-	\$93.01
GIS Analyst III	76.9728	-	\$105.84	Survey Instrument Technician	\$60.94	-	\$105.84
Senior GIS Technician	109.0448	-	\$176.40	Senior Utility Coordinator	\$109.04	-	\$176.40
GIS Technician I	89.8016	-	\$131.50	Utility Coordinator I	\$86.59	-	\$131.50
GIS Technician II	73.7656	-	\$105.84	Utility Coordinator II	\$86.59	-	\$121.87
GIS Technician III	64.144	-	\$86.59	Utility Coordinator III	\$73.77	-	\$102.63
Senior Project Designer	144.324	-	\$230.92	Senior Construction Inspector	\$125.08	-	\$202.05
Project Designer I	118.6664	-	\$173.19	Construction Inspector I	\$102.63	-	\$150.74
Project Designer II	99.4232	-	\$141.12	Construction Inspector II	\$86.59	-	\$121.87
Project Designer III	83.3872	-	\$118.67	Construction Inspector III	\$73.77	-	\$102.63
Senior CADD Technician	109.0448	-	\$176.40	Construction Observer	\$64.14	-	\$86.59
CADD Technician I	89.8016	-	\$131.50	Senior Technology Specialist	\$202.05	-	\$323.93
CADD Technician II	73.7656	-	\$105.84	Senior Innovation Specialist	\$144.32	-	\$230.92
CADD Technician III	60.9368	-	\$86.59	Senior PMO Specialist	\$144.32	-	\$230.92
Senior Marketing Specialist	125.0808	-	\$202.05	PMO Specialist I	\$118.67	-	\$173.19
Marketing Specialist I	99.4232	-	\$150.74	PMO Specialist II	\$99.42	-	\$141.12
Marketing Specialist II	80.18	-	\$121.87	PMO Specialist III	\$83.39	-	\$115.46
Marketing Specialist III	64.144	-	\$96.22	Senior Operations Administrator	\$109.04	-	\$176.40
Admin	64.144	-	\$109.04	Operations Administrator I	\$89.80	-	\$131.50
Intern	57.7296	-	\$121.87	Operations Administrator II	\$73.77	-	\$105.84
				Operations Administrator III	\$64.14	-	\$86.59



A D/WBE, WOSB Certified
Civil Engineering Firm

Equipment Billing Rates:				LiDAR Equipment	\$2,500.00	hr	
CCTV Crew	\$325.00	hr		Survey Drone	\$600.00	dy	
Jetter Crew	\$275.00	hr		Static Scan Equipment	\$500.00	dy	
Mileage ²	\$0.670	mi		Slam Equipment	\$300.00	dy	
Traffic Camera	\$5.00	hr		Survey Equipment	\$15.00	hr	
Other Expenses	Cost						

¹: The above hourly rates and unit prices are estimates and subject to change.

²: Current Audited or IRS Standard Mileage Rate

Parson + Associates Hourly Rates

Effective October 2024 - December 2025

Name	Title	Hourly Rate
Jason Parson	Director of Communications	\$175.00
Schylon Kubic	Senior Communications Strategist	\$150.00
Gina Boucher	Senior Communications Strategist	\$150.00
Lara Schoop	Senior Communications Coordinator	\$150.00
Alex Miller	Senior Communications Strategist	\$150.00
Erin Buek	Senior Communications Strategist	\$150.00
Kendy Scudder	Marketing & Graphic Designer	\$150.00
Taylor Rippe	Communications Coordinator	\$135.00
Brooke Snider	Communications Coordinator	\$135.00
	Communications Intern	\$50.00

LOCATED IN THE HISTORIC JAZZ DISTRICT AT 18TH & VINE
 1780 Woodland Ave. | Kansas City, Missouri | 64108 | PH 816.216.6571 | FAX 816.216.6897

Detailed Fee Estimate: Amendment 1 for Pilot Study

Budget Summary: Amendment 1 to Conduct Pilot Study

Summary of Estimated Costs by Task

Amendment 1 to Drinking Water Service Lines Materials Inventory

Revised, 9/10/2024

Tasks	AECOM	TREKK	Parson	Total Cost
0101 - PM Services	\$190,325	\$57,481	\$0	\$247,806
0107 - Regulatory Support	\$30,645	\$0	\$0	\$30,645
0201-7: Review Paper Records	\$112,028	\$102,005	\$0	\$214,033
0302: Construction Documents and Bid Support	\$0	\$7,645	\$0	\$7,645
0303: Field Work	\$323,776	\$375,778	\$0	\$699,554
0304: Pilot Study Data Management & Reporting	\$175,272	\$0	\$0	\$175,272
0305: Lessons-Learned & Pilot Study Report	\$58,172	\$0	\$0	\$58,172
0306: 2025 Service Line Inventory Update	\$40,388	\$0	\$0	\$40,388
0403: Customer Notification Assistance	\$57,528	\$0	\$0	\$57,528
0600: Public Involvement	\$50,944	\$0	\$301,307	\$352,251
Subtotal, without optional services	\$1,039,078	\$542,909	\$301,307	\$1,883,294
<i>Optional Services: Pilot Study Engineering & Public Involvement</i>				<i>\$180,000</i>
Total, Including Optional Service				\$2,063,294

0303: Field Work	AECOM Labor													AECOM Labor Totals		Subs + Expenses					Total Cost	
	PIC Janet Strickland	Project Manager David Dods	Engineer II Jackson Allman	Staff Engineer Daryl Guichui	Staff Engineer Carrie Robinson	Sr. Construction Mgr. Bruce Wundrack	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	GIS Specialist Adam Freeland	Data Analyst, Modeler Chris Pawlowski	Regulatory Strategy Quirren Muiylwyk	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses	
	\$320	\$256	\$132	\$109	\$109	\$247	\$225	\$153	\$79	\$261	\$323	\$104	\$126									
0303-1: Field Oversight Planning & Training														0	\$0					\$0	\$0	
Field Work Protocols + Field Manual														0	\$0					\$0	\$0	
*Set up SOP templates. AECOM		2	2				1					1		6	\$1,105					\$0	\$1,105	
*Contacting residents, talking points, documentation. TREKK		2	2				2					1		7	\$1,330					\$0	\$1,330	
*Communications protocols. TREKK		2	4				2					1		9	\$1,594					\$0	\$1,594	
*Pothole contractor oversight procedures. TREKK		2	4				4					1		11	\$2,044					\$0	\$2,044	
*Response protocols for line breaks, complaints, damage. TREKK		4	4				2					1		11	\$2,106					\$0	\$2,106	
*Data collection, tablet use, data upload and review. AECOM		2	12				8	8				1		31	\$5,224					\$0	\$5,224	
*Progress documentation and reporting requirements. AECOM		8	12				2					1		23	\$4,186					\$0	\$4,186	
*Grant management documentation needs and tracking. AECOM	4	16	4				2					1		27	\$6,458					\$0	\$6,458	
Prepare Field Schedule		16	20				8							44	\$8,536					\$0	\$8,536	
Base Map, Property tracking System, Share Point site		8	40				40	40						128	\$22,448					\$0	\$22,448	
Public Engagement Support, Document Reviews		40	12				20							72	\$16,324					\$0	\$16,324	
Adapt Serv Line inspection SOP for KC Water field data collection App - TREKK		2	2				1							5	\$1,001					\$0	\$1,001	
Field Team Training		12	12				12							36	\$7,356					\$0	\$7,356	
														0	\$0					\$0	\$0	
														0	\$0					\$0	\$0	
0303-2 & -3: Field Investigation - Visuals + Potholing														0	\$0					\$0	\$0	
AECOM field oversight coordination														0	\$0					\$0	\$0	
May: Pre-field Prep + Pothole contractor prefield coordination	8	40	120			16						8		192	\$33,424					\$0	\$33,424	
June: visual inspections start + potholing training	16	48	160			24						8		256	\$45,288					\$0	\$45,288	
July - Aug: visual inspections + potholing	32	96	320			24						16		488	\$84,648					\$0	\$84,648	
Sept: Potholing	8	48	160									8		224	\$36,800					\$0	\$36,800	
Oct: Follow-up documentation, contractor pay apps	8	32	80									8		128	\$22,144					\$0	\$22,144	
Contingency - respond to unplanned resident or council inquiries	20	60												80	\$21,760					\$0	\$21,760	
														0	\$0					\$0	\$0	
														0	\$0					\$0	\$0	
Subcontractor - TREKK: Visual Inspections + Pothole Contractor Oversight														0	\$0	TREKK	lump	1	\$375,778	\$375,778	\$375,778	
														0	\$0					\$0	\$0	
														0	\$0					\$0	\$0	
														0	\$0					\$0	\$0	
Total, Hours	96	440	970	0	0	64	104	48	0	0	0	56	0	1778								
Total, Dollars	\$30,720	#####	#####	\$0	\$0	\$15,808	\$23,400	\$7,344	\$0	\$0	\$0	\$5,824	\$0	\$323,776						\$375,778	\$699,554	

Subcontractor Cost Estimates

TREKK

Parson + Associates



AECOM KCMO Service Line Inspection - Ph2

	Division Lead	Project Manager	Project Engineer II	Project Engineer III	Industry Specialist II	Office Technician II	Field Technician I	Field Technician II	Admin	Labor Sub-Total	UNIT COSTS			Units Sub-Total	TOTAL
Fee Billing Rate	\$311	\$246	\$128	\$108	\$171	\$87	\$101	\$84	\$115		Units	Quant	Rate		
WORK TASK DESCRIPTION															
0101 - PM Services															
101 PM Services										\$ 57,481				\$ -	\$ 57,481
Monthly progress meetings (19 months x 1 hr) - assume online meetings		19		19						\$ 6,726				\$ -	\$ 6,726
Weekly Wednesday calls with KC (82 weeks x 1/2 hr) - assume online meetings		41		41						\$ 14,514				\$ -	\$ 14,514
Contract amendment		10							2	\$ 2,689				\$ -	\$ 2,689
General project management, accounting, invoicing (Includes Review Work Plan)	19	70		70					25	\$ 33,552				\$ -	\$ 33,552
										\$ -				\$ -	\$ -
0201-7 - Review Paper Records															
File review time - Review up to 16,000 records (800 hr) paper records in file room.			400	400						\$ 94,200	miles*	2,527	\$0.655	\$ 1,655	\$ 95,855
PM time		25								\$ 6,150				\$ -	\$ 6,150
										\$ -				\$ -	\$ -
0302 - Construction Documents and Bid Support															
0302-2, Bid Support to KC Water															
Attend pre-bid meeting		2		2						\$ 708	miles*	38	\$0.655	\$ 25	\$ 733
Respond to bidder questions - Assist AECOM with responding to bid questions		4		8	8					\$ 3,216				\$ -	\$ 3,216
Review bid submittals - Assist AECOM with review of bids		8		16						\$ 3,696				\$ -	\$ 3,696
										\$ -				\$ -	\$ -
0303 - Field Work															
0303-1: Field Oversight Planning & Training															
Field Work Protocols + Field Manual (each SOP section ~2 pages)										\$ -				\$ -	\$ -
*Set up SOP templates. Print manuals when done. (AECOM lead/TREKK review)		4		4	4					\$ 2,100				\$ -	\$ 2,100
*Procedures for contacting residents, talking points, documentation. (TREKK lead/AECOM review)		8		12	12					\$ 5,316				\$ -	\$ 5,316
*Communications between engineers, public engagement team, contractor, KC Water, and neighborhood stakeholders. (TREKK lead/AECOM review)		8		12	12					\$ 5,316				\$ -	\$ 5,316
*Pothole contractor oversight procedures. (AECOM lead/TREKK review)		4		4	4					\$ 2,100				\$ -	\$ 2,100
*Response protocols for line breaks, customer complaints, or damage to other utilities. (TREKK lead/AECOM review)		8		12	12					\$ 5,316				\$ -	\$ 5,316
*Data collection, tablet use, data upload and review procedures. (AECOM lead/TREKK review)		4		4	4					\$ 2,100				\$ -	\$ 2,100
*Progress documentation and reporting requirements. (AECOM lead/TREKK review)		4		4	4					\$ 2,100				\$ -	\$ 2,100
*Grant management documentation needs and tracking. (AECOM lead/TREKK & Parson input)		4		4	4					\$ 2,100				\$ -	\$ 2,100
Prepare Field Schedule (AECOM lead/TREKK & Parson input)		4		4	12					\$ 3,468				\$ -	\$ 3,468
Prepare a base map and list of properties to be inspected, plus a system to track properties inspected. Set up a SharePoint site & protocols for uploading and review field data. (AECOM lead/TREKK input)		4		4	4					\$ 2,100				\$ -	\$ 2,100
Public Engagement Support. Review notices, letters, emails for technical content. (AECOM lead/TREKK input)		4		4	4					\$ 2,100				\$ -	\$ 2,100
Set up phone number and email for residents to sign up for service line inspections. (TREKK lead/AECOM review)		8		12	12					\$ 5,316				\$ -	\$ 5,316
Adapt our Serv Line inspection SOP for KC Water use by their field crews. (TREKK to modify previous KC SOP document)		8		12	12					\$ 5,316				\$ -	\$ 5,316
Field Team Training - TREKK to perform with AECOM		8		8	40		28			\$ 12,500				\$ -	\$ 12,500
										\$ -				\$ -	\$ -
0303-2: Field Investigation - Visual Inspections															
May: Confirm initial notifications, and Neighborhood approvals to start work		20			20	60				\$ 13,530				\$ -	\$ 13,530
June - Aug: Visual inspections (3 months for 1 inspection team)		33			65	195	650	650		\$ 155,903	miles*	3,250	\$0.655	\$ 2,129	\$ 158,032
Sept: Follow up, final QA checks & documentation		33		65	33	33				\$ 23,384				\$ -	\$ 23,384
										\$ -				\$ -	\$ -
0303-3: Field Investigation - Potholing															
May-June: Contractor is doing Permitting, Approvals, Utility Clearances, Traffic Control. We review and approve, do contractor training. (Includes Review of Lessons-Learned)		8			24		16			\$ 7,688				\$ -	\$ 7,688
July - Sept: Potholing (1 person for 3 months of full-time potholing contractor oversight)		33			65	65	650			\$ 90,383	miles*	3,250	\$0.655	\$ 2,129	\$ 92,512
Oct: Follow up, final documentation. Contractor pay reviews		33		65	33	33				\$ 23,384				\$ -	\$ 23,384
										\$ -				\$ -	\$ -
TOTAL MAN-HOURS / QUANTITY	19	417	400	786	387	385	1344	650	27	\$ 536,971		9065	\$ 0.655	\$ 5,938	\$ 542,909

Assumptions:

1 Mileage will be charged at the standard federal rate

Estimated Hours and Costs, Parson + Associates

Service Line Inventory, Amendment 1 - Pilot Study

Role	Director of Communications	Senior Communications Strategist	Graphic Designer	Communications Coordinator	Total Hours	Fee
Hourly Rate	\$175.00	\$150.00	\$150.00	\$135.00		
Inventory - Existing Tasks						
Develop messaging for online map/other webpage content presentations/meetings	10	15		10	25	\$3,600.00
Assist KC Water with earned media strategy and execution program"		40		50	100	\$14,500.00
Coordinate Translation Services		20			20	\$3,000.00
Create toolkits for community stakeholders and organizations		10	20	10	40	\$5,850.00
Develop social media plan and draft posts		10			10	\$1,500.00
Establish Hotline Phone & Procedures		5	10	5	20	\$2,925.00
Logo/Branding of Program	5	5	5	5	15	\$2,175.00
Government Relations	10	10	20	10	45	\$6,725.00
		15			25	\$4,000.00
					0	\$0.00
Notify homeowners with lead, GRR, or unknown lines 30						
Assist KC Water with coordination with print and mail house		10			10	\$1,500.00
Pilot Study Planning						
Identify the two (2) Pilot Study Neighborhoods	5	10			15	\$2,375.00
Members cards, etc.	5	10			15	\$2,375.00
Coordinate Translation Services		10	20		30	\$4,500.00
media, etc.		10			10	\$1,500.00
Assist KC Water with earned media strategy and execution neighborhoods (3 per neighborhood).		15		5	20	\$2,925.00
	10	20		30	60	\$8,800.00
Self-Testing Pilot						
Assist in messaging and creating self-testing procedures		20		10	30	\$4,350.00
Self-testing video		10	10	5	25	\$3,675.00
Self-testing communications (mailers, emails, targeted billing inserts, signage, etc.)		10	15		25	\$3,750.00
Self-testing content for project website		10			10	\$1,500.00
Self-testing social media kits for public dissemination		5		10	15	\$2,100.00
Assist in self-testing scheduling procedures and training materials		30	10		40	\$6,000.00
Assist KC Water with earned media strategy and execution		15			15	\$2,250.00
Public Involvement Support						
Assist with developing communication procedures for potholing		20		10	30	\$4,350.00
Hotline and email address management*		300		324	624	\$88,740.00
Assist with developing communication procedures for interior and exterior inspections		20		10	30	\$4,350.00
Create and execute customer service training for field crew members		30	10	10	50	\$7,350.00
3-1-1 training sessions		10		10	20	\$2,850.00
Neighborhood Ambassador Program*						
Identify and collaborate with partner organization	5	20			25	\$3,875.00
Identify and recruit potential neighborhood ambassadors		20	5	10	35	\$5,100.00
Develop neighborhood ambassador training		20	5	10	35	\$5,100.00
Develop "public meeting in a box" kits for ambassadors		15	10	10	35	\$5,100.00
Support neighborhood ambassadors at meetings and events		40		40	80	\$11,400.00
Design and produce outreach materials for ambassadors		20	20	10	50	\$7,350.00
Weekly Coordination with ambassadors		104		104	208	\$29,640.00
Lessons Learned, Regulatory Negotiations, Long-Range Planning						
Document lessons-learned from first 200 sites.		20		20	40	\$5,700.00
Develop public engagement program manual / SOPs to be used in future neighborhoods		20	20	20	60	\$8,700.00
Assist in developing long-range plan	10	30			40	\$6,250.00
General						
Monthly project team meetings		24		24	48	\$6,840.00
Weekly Coordination Meetings		104		104		\$29,640.00
Bi-weekly communication team meetings		26		26	52	\$7,410.00
TOTAL HOURS	30	1,028	125	802	2,112	
TOTAL FEE					0	\$336,120

Subtract Current Remaining Budget	-\$84,813
Projected Expenses	\$50,000
Total Amendment Fee	\$301,307

Projected Expenses	Estimated Cost
Neighborhood ambassador support (stipends, printing materials, sponsorship opportunities with community events such as a picnic or health fair, etc.)	\$10,000 per neighborhood (\$20,000 total)
Refreshments at meetings	\$5,000.00
"Swag" or other promotional items (i.e. magnets with project contact info)	\$1,500.00
Venue renting for public meetings	\$3,000.00
Project Cell phone + bill	\$1,000 for phone and ~ \$65 per month for phone bill
Vehicle magnets (assuming 25 vehicles at \$15 per magnet)	Ranges from \$5-\$15per magnet, varying on quantities, size, etc. (\$375)
Branded Safety vests (assuming 50 vests)	\$27 per vest, pending on quantity and brand (\$1,350)
Branded ID Badges	Ranges from \$1 - \$3 per badge, varying on quantities, size, etc.
Paid Media	Church bulletin, social media ads, etc.
Printing & mailing for 400 properties, assuming (3) mailings	\$600- \$2000 pending postcard vs. letter, number of pages, etc.
Door hangers, promotional flyers, signage, and other printing needs	\$5,000.00

Projected Total Expenses \$50,000.00

*The total budget is a not to exceed total. P+A will not bill over the total value without written consent from the Client.

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

ATTACHMENT E

CREO and Other Documents

1. 00450 CREO Form 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: CREO Letter of Intent to Subcontract
3. 00460 CREO Form 10: Timetable for MBE/WBE Utilization
4. 00470 CREO Form 11: Request for Modification or Substitution
5. 00485.07 CREO Contract Assurances Addendum
6. 00515.01 Employee Eligibility Verification Affidavit
7. 00560.01 Tax Exemption Cert for City Effective
8. 00620 Insurance Certification
9. 00630.01 Clearance Letter
10. 01290.14: Contractor Affidavit for Final Payment
11. 01290.15: Subcontractor Affidavit for Final Payment
12. Non-Construction Subcontractor List
13. Non-Construction Addendum
14. Non-Construction Application for Payment



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 60800052

Project Title Drinking Water Service Line Materials Inventory

City of Kansas City, Missouri

(Department Project)

KC Water Services

Department

AECOM Technical Services, Inc.

(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Janet Strickland, P.E., AVP, of lawful age and upon my oath state as follows:

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

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

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

 | BIDDER/PROPOSER PARTICIPATION: 10 % MBE 10 %
 | WBE

 | POST-BID/POST-RFP ESTIMATED BUDGET: \$ 3,622,294.00

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

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

Address 1441 E. 104th Street, Kansas City, MO 64131

Telephone No. 816-874-4655

I.R.S. No. 43-1953275



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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Parson + Associates		\$ 362,229.00	\$ 362,229.00	10.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



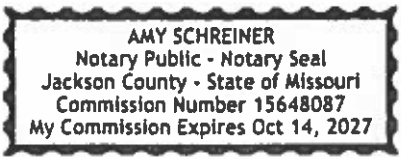
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting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

Bidder/Proposer primary contact: Janet Strickland, P.E., AVP
 Address: 2380 McGee Street, Suite 200
Kansas City, MO 64108
 Phone Number: 816-410-6380
 Facsimile number: 816-561-2863
 E-mail Address: janet.strickland@aecom.com

By: *Janet Strickland*
 Title: Principal-in-Charge
 Date: October 9, 2024
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 9th day of October, 2024.

My Commission Expires: 10.14.2027 *Amy Schreiner*
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Drinking Water Service Line Materials Inventory

Project Location/Number 9741 / 60800052

PART 1: Prime Contractor AECOM Technical Services, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Parson + Associates who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.] Public engagement for service line inventory support - website updates, stakeholder briefings, media strategy, call center support; Pilot study support, community engagement and outreach, internal and external stakeholder briefings, customer notification and reporting for field work, hotline support, educational materials.

for an estimated amount of \$ 362,229 (or 10 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc

[Signature]
Signature: Prime Contractor

Janet Strickland
Print Name

Associate Vice President
Title

10/9/24
Date

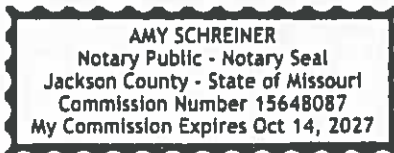
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 9th day of Oct, 2024

My Commission Expires: 10.14.2027 Amy Schreiner
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: Parson + Associates

[Signature]
Signature: Subcontractor

Jason Parson
Print Name

President + CEO
Title

10/8/2024
Date

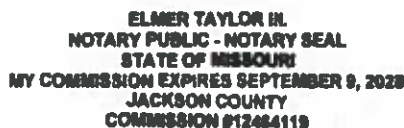
State of Missouri)
County of Jackson)

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

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

My Commission Expires: Sept 9, 2028 Elmer Taylor
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Drinking Water Service Line Materials Inventory

Project Location/Number 9741 / 60800052

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

for an estimated amount of \$ 362,229 (or 10 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.
Signature: Prime Contractor [Signature] Print Name Janet Strickland
Associate Vice President Title 10/9/24 Date

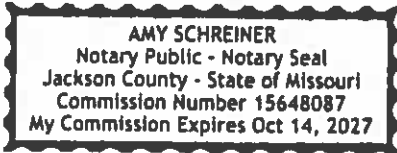
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 9th day of October, 2024

My Commission Expires: 10.14.2027 Amy Schreiner Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group
Signature: Subcontractor [Signature] Print Name Amy E. Biralapp
Water Services Technical Lead Title 10/7/2024 Date

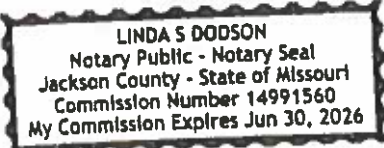
State of Missouri)
County of Jackson)

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 7th day of October, 2024

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

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Janet Strickland, P.E., AVP, acting in my capacity as Principle-in-Charge
(Name) *(Position with Firm)*
of AECOM Technical Services, Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>1330 days</u> (Specify)				

Throughout the 1330 days (100%) Beginning 1/3 _____
 Middle 1/3 _____ Final 1/3 _____
 Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

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

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

Janet Strickland
(Signature)

Principle-in-Charge
(Position with Firm)

October 9, 2024
(Date)





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % 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)

Janet Strickland

By: _____
(Authorized Representative)



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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 9th day of October, 2024, before me appeared
Janet Strickland, personally known by me or otherwise
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,
stated as follows:

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

I hereby swear or affirm that [*enter business entity name*] has an affirmative action
program (the "Program") in place and will maintain the Program for the duration of its contract
with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of
Ordinances.

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

I hereby additionally swear or affirm that the business entity shall not discriminate
against any employee or applicant for employment because of race, color, sex, religion, national
origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by
Chapter 3 of the City's Code of Ordinances.

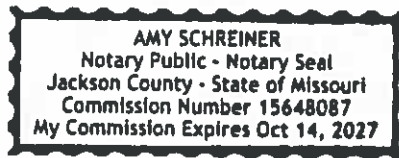
I acknowledge that I am signing this affidavit as the free act and deed of the business
entity and that I am not doing so under duress.

Just Sobleid
Affiant's signature

Subscribed and sworn to before me this 9th day of October, 2024.

Amy Schreiner
Notary Public

My Commission expires: _____



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 9th day of October, 2024, before me appeared Janet Strickland, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

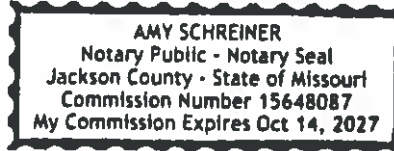
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 9th day of October, 2024.


Notary Public

My Commission expires:



Company ID Number: 1349701

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

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

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

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

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

a. Notice of E-Verify Participation

b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

Company ID Number: 1349701

exceptions:

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

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

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

Company ID Number: 1349701

E-Verify.

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

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

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

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

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

Company ID Number: 1349701

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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B. REFERRAL TO DHS

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

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

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

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

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

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

B. INFORMATION SECURITY REQUIREMENTS

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

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

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

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

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

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

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

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

D. COMMUNICATIONS

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

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

E. SOFTWARE DEVELOPMENT RESTRICTIONS

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

F. PENALTIES

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

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

Company ID Number: 1349701

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

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

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

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

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

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

Company ID Number: 1349701

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

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

Approved by:

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

Company ID Number: 1349701

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

Company ID Number: 1349701

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

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

Company ID Number: 1349701

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

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

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

Company ID Number: 1349701

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KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
Website: kcmo.gov/tax

Letter Id: L0655907584
Date: 04-Apr-2024
Taxpayer Id: **-***1922

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN VA 23060-6292



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that AECOM TECHNICAL SERVICES INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



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



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.



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
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:

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

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

Contractor:

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

Kansas City:

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

ATTACHMENT

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>TREKK Design Group, LLC</u> Email: <u>agralapp@trekkdesigngroup.com</u>	Address: <u>1411 East 104th Street</u> <u>Kansas City, MO 64131</u> Phone: <u>(816) 874-4655</u> Fax: <u>(816) 492-7607</u>
2.	Name: <u>Parson + Associates</u> Email: <u>jason@parsonkc.com</u>	Address: <u>1780 Woodland Ave.</u> <u>Kansas City, MO 64108</u> Phone: <u>(816) 216-6571</u> Fax: <u>n/a</u>
3.	Name: <u>ARC Document Solutions</u> Email: <u>ron.frazier@e-arc.com</u>	Address: <u>1100 W. Cambridge Circle Dr.</u> <u>Kansas City, MO 66103</u> Phone: <u>(816) 384-6319</u> Fax: <u>n/a</u>
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name:	<u>AECOM</u>
Submitted By:	<u>Janet Strickland</u>
Title:	<u>Principal-in-Charge</u>
Telephone No.:	<u>(816) 410-6380</u>
Fax No.:	<u>(816) 561-2863</u>
E-mail:	<u>janet.strickland@aecom.com</u>
Date:	<u>February 17, 2023</u>