DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT NUMBER 81001000 / CONTRACT NUMBER 1678
ROCKY BRANCH WWTP FACILITY PLAN
WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Jacobs Engineering Group, Inc. ("Design Professional"). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

A. The services to be provided under this Agreement are for the following project (Project) and purpose: The Water Services Department wishes to contract with a Design professional to provide a Facility Plan, which will include a projections for future flows and loads, current design capacity evaluation, current plant condition, and recommendations for upgrades, repairs, and process improvements for the Rocky Branch Wastewater Treatment Plant at 500 NE 132nd Street, Kansas City, MO 64165.

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

A. Design Professional shall perform Scope of Services listed on **Attachment A**.

B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B.**

C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.

D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is $499,976.00, as follows:

1. $385,692.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C.**

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

a. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $11,800.00. The following are the reimbursable expenses that City has approved: Expenses as noted on **Attachment C**.

3. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $102,484.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

4. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

B. Method of Payment.
Design Professional shall invoice City Monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department
Wes Minder, Director
Address: 4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0504
E-mail address: Wes.Minder@kcmo.org

Design Professional:

Jacobs Engineering Group, Inc.
Contact: Estell Johnson
Address: 2300 Main Street, Suite 325, Kansas City, MO 64108
Phone: (816) 708-2505
E-mail address: Estell.Johnson@jacobs.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.

B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.

C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

E. Provide City-Licensed Geographical Information System Data set forth in **Attachment E**, incorporated into this Agreement.

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

Attachment A – Scope of Services and Section 01340 – Project BIM Coordination
Attachment B – Electronic Format Requirements
Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – CREO KC Documents
CREO KC Form 8 Contractor Utilization Plan/Request for Waiver
CREO KC Form 10 Timetable for MBE/WBE Utilization
CREO KC Form 11 Request for Modification or Substitution
CREO KC 00450.01 Letter of Intent to Subcontract
CREO KC 01290.14 Contractor Affidavit for Final Payment
CREO KC 01290.15 Subcontractor Affidavit for Final Payment
Attachment E – Licensed Geographical Information System Data
Attachment F – Employee Eligibility Verification Affidavit
Attachment G – Non-Construction Subcontractors Listing
Attachment H – Non-Construction Application for Payment
Attachment I – CREO KC Affirmative Action Program Affidavit
Attachment J – CREO Contract Assurances Addendum

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

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

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

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement,

serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

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

DocuSign Envelope ID: 66CB4C17-864A-4708-91FE-E445266539E0

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 04/18/2023

By: Melissa Hoffmeister (Carver)

Name: Melissa Hoffmeister (Carver)

Title: Client Account Manager

KANSAS CITY, MISSOURI

Date: _____

By: DocuSigned by: Wes Minder 50CCF2C28AE1472...

Name: Wes Minder

Title: Director

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...

Assistant City Attorney

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

DocuSigned by: Eric Clevenger 18F59B5A8EE444E... 5/11/2023

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars($5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

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

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

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

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

Sec. 26. Non-Discrimination in Employment. Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

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

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

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

Sec. 28. Affirmative Action.

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

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

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

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

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

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

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

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

ATTACHMENT A

BASE SCOPE OF SERVICES

Design Professional: Jacobs Engineering Group, Inc.
Owner: City of Kansas City, Missouri
Project: 81001000 Rocky Branch WWTP Facility Plan
Contract No: 1678

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP).

The Project. The Water Services Department wishes to contract with a DP to provide a Facility Plan, which will include a projections of future flows and loads, current design capacity evaluation, current plant condition, and recommendations for upgrades, repairs, and process improvements for the Rocky Branch Wastewater Treatment Plant at 500 NE 132nd Street, Kansas City, MO 64165. The Facility Plan should also contemplate the 2017 Wastewater Master Plan's TM7 to determine if additional modifications are required.

A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking this project to develop a Facility Plan for its Rocky Branch WWTP to account for changing conditions in the service area and be able to address future regulatory requirements.
2. Previous reports, including the 2017 Wastewater Master Plan's TM7, operations data, lab data, and as-built drawings shall be made available to the DP, as available.
3. DP shall use e-Builder document management system.
4. DP shall use a cost loaded scheduling system such as Microsoft Project or P6.
5. DP shall provide an S curve with invoice.
6. DP shall submit meeting agendas and expected DP attendees at least 3 days prior to each meeting and distribute draft meeting minutes within one business day of the meeting.
7. DP shall review existing geotech reports and indicate if additional borings are necessary.
8. Any I&C work will be performed per WWTD I&C standards.
9. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.

B. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide other services, including additional design work,

construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Rocky Branch WWTP and other associated locations.

C. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Department of Planning and Development, other utilities, City vendors, City consultants contracted to complete other projects for the City that could impact the Rocky Branch WWTP, potentially including Regulatory Compliance Assistance, SCADA project, Storm Water Utility/Engineering, Todd Creek WWTP project team, MARC, Planning and Development Department, potential Industrial Users City of Smithville, the Smart Sewer Program, and City contractors.

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

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects
3. Task Series 300 - Facility Plan
4. Task Series 400 - Envision^{TM} Sustainability Design

E. Construction Procurement. 100% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. Preliminary Design Documents (Facility Plan) shall be of sufficient detail for the CITY to obtain bids through the standard CITY fixed fee design-build process.

F. Travel. DP may request pre-approval of non-local travel. The CITY's Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied.

G. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

H. Closeout. Design Professional will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.

I. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable

operations and maintenance costs. DP will utilize Parametric Cost Estimating tools along with design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. DP will utilize estimating tools combined with O&M specialists in the development of the O&M model. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices or the DP offices where the cost estimating team is based. Project Workplan include the "below the line factors" for each estimate.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. Task Series 100 shall be completed within 270 days following the CITY's issuance of a Notice To Proceed, NTP, to the DP
2. Task Series 200 shall be completed within 90 days following the CITY's issuance of a NTP.
3. Task Series 300 shall be completed within 270 days of the CITY's issuance of a NTP.
4. Task Series 400 shall be completed within 270 days following the CITY's issuance of a NTP.
5. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 270 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
6. DP may suggest schedule modifications to the scope of work

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

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

Task 102 Monthly Invoicing and Project Status Reports (PSRs)

Prepare and submit monthly invoices (showing, by task, 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 DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested. PSRs shall include a table containing the date of the most recent invoice from each subcontractor included in this invoice to the City. DP shall obtain reasoning from any subcontractor for invoice being greater than 30 days old.

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's 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. 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.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:
   a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.
   b. A summary of the Project's scope of services.
   c. Detailed cost-loaded schedule for performance of all work.
   d. Sustainable planning and design goals, objective and processes.
   e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
   f. DPs methods for subcontractor management and preventing scope creep.
   g. Section on cost estimating methods including "below the line factors for each planned estimated" and details on the utilization of parametric values.
2. **Submitting Work Plan. S**ubmit the draft Work Plan (a single electronic file in portable document format – PDF) within 7 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 107 Progress Meetings

Participate in up to (TBD) monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

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

Task 201 Flows and Loads Evaluation

DP will review the estimating Wastewater Masterplan projections and compare them to actual data. DP shall utilize population projections as well as utilize expected land use for the near term, medium term, and full build out. DP will coordinate with City Planning and Developing for expected growth rate in the Plant's watersheds and as well as MARC projections. DP will discuss potential commercial and industrial developments in the watershed. DP will review City's internal regulatory timeline and provide commentary. DP will assist in developing

additional plant and receiving stream sampling to meet regulations and anticipated regulations. DP shall finalize the projects in a report.

Task 202 Review Existing Documents and Drawings

Perform a compilation and review of pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotech reports, and other sources provided by the CITY. DP will perform field verification of collected data via site walk with CITY staff.

Task 203 Site Investigations

DP will perform a visual inspection and review of existing non-destructive testing and perform additional non-destructive testing where practical. DP will use inspections and testing data to determine the remaining useful life of the fixed and rotating assets previously listed in the 2017 Wastewater Master Plan's TM7. Scope will include updating the condition score from the 2017 Wastewater Master Plan in addition to adding remaining useful life. . DP will then locate on ground surface the best available information on Utility locations within CITY property around Rocky Branch WWTP. The Utility Survey will document the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer both above and below grade. DP will capture the utility location information with survey or drone LIDAR from Task 207 and add process piping as available. No potholing will be conducted. DP will assist the CITY in transferring the site piping data into the City's GIS. DP will identify and document valves, meters, and sensors. DP will use existing as-builts and site sketches/drawings as a baseline to determine what assets exist and their general location. DP will investigate both lagoon areas to determine their availability for removal and land use in any future WWTP expansions.

Task 204 Geotechnical Investigations

DP will review existing geotechnical reports to determine if they are sufficient. DP may make use of previous geotechnical reports as needed for evaluating Facility Plan alternatives, estimating construction costs and assessing implementation plans. It is anticipated that the facility plan will recommend and plan the quantity of additional exploratory field work to occur on the recommended alternative before proceeding to 30% design.

If the DP or CITY recommends and City provides separate authorization, the DP will provide OPTIONAL geotechnical field/lab/engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations/opinion of the probable soils to be encountered. The DP will drill test wells at locations at the Rocky Branch WWTP and coordinate with the Army Corp of Engineers at locations within the critical zone of the levy, if applicable. The DP will perform a yield analysis on each test well and other recommended work. The geotechnical investigations will be sufficient to complete detailed design of new assets at Rocky Branch WWTP. The results of the geotechnical investigations shall be prepared in a report.

Report - A geotechnical report shall be prepared and shall discuss the general soil, well information, and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations, including

minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts. Submit initial geotechnical report to CITY for review and comment.

Task 205 Load Study and Electrical Work

DP will review feeds from Missouri Public Service Commission (PSC) and Platte-Clay Electric Cooperative, switchgear, substations, and MCCs. DP will develop a complete load study on each MCC, substation, transformers, other electrical equipment, switchgear, and feeds. DP will update the Rocky Branch WWTP one-line diagram with existing conditions and create SKM model of electrical system. DP will use this information in developing phasing and recommended improvements in particular requirements to bring existing facilities up to current codes and maintain redundant feeds.

Task 206 BIM Development

DP will develop a BIM shell model of the existing site conditions. BIM development will have a coordination meeting with City staff after Lidar Scans during model development to assist the DP team. Deliverables will provide a base for development of planning alternatives.

Model development will include:

1) Establish survey control and appropriate ground targets for drone LiDAR capture
2) LiDAR drone flights of approx. 23 Ac to produce:
    i) Colorized point cloud
    ii) Colorized mesh model for BIM (REVIT) of structure exteriors only.
    iii) Orthorectified high-resolution imagery (Tiff format, resolution TBD)

Noted assumptions include:

- The City's Standard BIM Protocol will not apply in full at this time. The mesh model will provide a starting point for moving toward that final product for facilities that will be utilized in the recommended improvements.
- Mesh model will include the exterior shell of buildings and structures only.
- LiDAR scan will include only those surface utilities and equipment that are not obscured by heavy tree canopy, roof, or other obscuring cover that would interfere with an airborne laser scan.

TASK SERIES 300 - FACILITY PLAN

Task 301 Existing Assets

DP shall submit an engineering report that evaluates the remaining life of each asset, and the issues that need to be addressed.

Task 302 Hydraulic and Process Capacity

A hydraulic capacity, and organic waste load analysis for the current system will be conducted. DP will develop a BioWin model to be provide to the CITY to evaluate the probability of the plant meeting current and planned water quality limits with current and projected loading with and without Project Diode and other planned industrial developments coming online. DP will develop loading analysis with seasonal variations explored. CITY reserves to right to have DP perform sensitivity analysis on more uncertain parameters. DP shall review the model with City.

Task 303 Alternative Evaluation Review

DP shall submit a report that contains one long-term vision for the facility and develops of short-term solutions for immediate needs, at a 5 % Design evaluation level, for up to 4 asset/process needs. DP and PM will meet to brainstorm and review potential alternatives and will screen down to the retained alternatives before the alternatives are further developed. Each alternative should include, but not be limited to: initial process flow diagrams, an AAEE level 4 total cost of ownership, operation and operability, and a discussion on the ability of the alternative to meet future permitting requirements, and its ability to be cost effectively phased. Alternatives shall be evaluated using the the DP's parametric cost estimating tool(s), the CITY's quadruple bottom line process, and a discussion of the DP's recommended alternative will be included. The immediate needs alternatives selected for implementation will be further developed to 10% design level with implementation costs reviewed by design-build cost estimators and O&M specialists.

Discipline		**10% Conceptual**
	%	**Narrative**
Process	60	Process flow diagrams, integrated liquid and solids model with documentation of model parameters and scenarios.
Site Civil	2	Major piping and earth moving sketched out, updated siting Major buildings/structures
Geotechnical	10	Borings planned
Structural	2	Areas of structural rehabilitation identified and foundation type of new facilities identified
Mechanical (process piping)	10	Major piping draw as 1 lines
HVAC	2	Identify areas to heat and cool, draft NFPA determination
Plumbing	1	Identify plumbing needs
Architectural		-
Electrical and misc I&C	2	Power study of existing equipment and draft load table for equipment, scada connectivity method determine, physical radio path study complete if applicable
P&IDs	30	Draft below the line (process) equipment and instruments.
Sequences of Operation, Control Block Description, Control Description Narrative	0	-
Floor Plans	30	Draft floor plans and Demolition
Asset Management	0	-
Cost Estimate	10	Per AACE

Task 304 Final Report

DP shall submit a Final Report consisting of a Facility Plan and conceptual design report that conforms to all requirements of 10 CSR 20-8.110 Engineering – Reports, Plans and Specifications (Missouri Code of State Regulations) and specifically to all requirements of Section (4) Engineering Reports or Facility Plan. The Final Report must include a phasing plan on when to implement projects based on but not limited to the need for increased capacity, more stringent effluent limits, asset lifecycle, etc. It should also have enough information to develop a Class 4 cost estimate, and recommended project delivery methods to complete the work. The Final Report should also consist of considerations of changes required to update the 2017 Master Plan, and TM7, as applicable to the Rocky Branch WWTP. The data presented in the Facility Plan is the basis for the detailed design of the construction plans and specifications.

TASK SERIES 400 – ENVISION™ SUSTAINABILITY DESIGN

Task 401 Envision™ Credits

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

TASK SERIES 500 – OPTIONAL SERVICES

Scope to be determined

DP shall include budget for a limited quantity of optional services. Authorization of the optional services budget requires separate NTP from the City along with City's selection of final scope for those optional services. For budgeting purposes, scope is assumed to include partial design development/refinement of short-term improvements recommended for implementation. Improvements recommended may, or may not, include:

- Clarifier mechanism replacement
- Blower replacement/upgrades
- Sludge thickening/storage improvements
- Other immediate needs improvements identified by Facility Plan (example: sludge settleability enhancements).

IV. OPTIONAL SERVICES

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

A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

C. Special Consultants or independent professional associates requested or authorized by CITY.

D. Tagging of existing equipment in the Rocky Branch WWTP.

E. Task 201 – Supplemental Regulatory Services. DP may conduct regulatory agency communications and/or meeting(s) to address anticipated receiving stream assessment requirements and NPDES permit conditions for expanded plant wasteloads. DP may conduct preliminary water quality modeling to assist in estimating treatment requirements. DP will evaluate how the receiving stream characteristics and impairment history may affect the potential for total phosphorus trading and for the treatment and disposal of data center water.

F. Facility Loading Capacity Tool Optional Services - DP will apply to Rocky Branch WWTP the methodology developed for the Todd Creek WWTP that will allow KC Water to compare anticipated loading to actual to allow annual adjustment of the timing of facility improvements within the KC Water CIP. This method will consider loading increase to the Rocky Branch WWTP based on the status of planned developments and other internal and external contributors to be identified by the DP. The method will balance competing objectives, including reduce operational risks, reduce project execution risks, and maximizing the delay of future improvements. DP will then use the same tool for the Fishing River WWTP service area

G. SRF Loan Application and Environmental Permitting - DP shall begin on the relevant environmental permitting for the project to facilitate the City applying for state revolving fund (SRF) funding. DP shall also assist the City in applying for SRF funds. Previous SRF application information will be provided by the City

H. Geotechnical field testing, laboratory analysis and preparation of new geotechnical reports.

I. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology

J. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.

K. Creation of AutoCAD or BIM as-builts.

L. Completing an additional Site Survey.

M. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.

N. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.

O. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.

P. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.

Q. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond DP's control.

R. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.

S. Acceleration of the progress schedule involving services beyond normal working hours

T. Further development and verification of Envision^{TM} credits through conceptual to final design.

U. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.

V. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.

W. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

X. Assist the CITY in feasibility analysis and design of water reuse unit process and conveyance. Assist KC Water in setting up a water reuse utility.

Y. Assisting CITY with appraisal and/or acquisition of additional easements or re-zoning.

Z. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.

AA. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.

BB. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.

CC. Commissioning and Startup Assistance

DD. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:

1. Changes in size or complexity;
2. Method of financing or availability of funding;

EE. Additional work necessary for WWTD to fulfill its commitments.

FF. Assistance in evaluating and completing Developer RFI, development of project limits, and other development support.

GG. Flood plain mitigation

HH. Evaluation of odor control for equipment protection.

II. Additional DP support services to support Envision^{TM} verification

JJ. 30% Design

KK. Final Design

LL. Bidding Services

MM. Construction Phase Services

V. CITY'S RESPONSIBILITIES

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

A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.

B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.

C. CITY's Project Manager will coordinate meetings between City staff and the DP.

D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.

E. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.

F. Provide DP will private property access agreements with current property owners to perform field investigations.

G. Bidding Services. CITY will provide the following bidding phase services:

1. Prepare agenda and conduct the pre-bid conference.
2. Advertise project Construction Contract Documents, including addenda.
3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)

ATTACHMENT A - SECTION 01340 - PROJECT BIM COORDINATION

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. This section covers Building Information Modeling (BIM) enabled projects.

1.02 Related Sections

A. 01000 – General Requirements
B. 01019 – Closeout Procedures
C. 01615 – Equipment Identification & Tagging
D. 01340.A - Attributes
E. Kansas City Water Services Department Design Standards – CAD Drawing Standards

1.03 CODES AND SECTIONS

A. Not Applicable

1.04 DEFINITIONS

A. General Definitions
    1. BIM – Building Information Model
    2. Design Phase – The overall design is broken into separate stages. Each phase is a certain level of development.
    3. LIDAR - This is an acronym for Light Detection and Ranging. This method measures distances using laser light and measuring the reflection with a sensor. This is also called 3-D Laser Scanning.
    4. Modeled Object – An equipment asset created in BIM. Modeled objects are tagged using a parent-child-grandchild data structure with CMMS tag level 6 is the parent, CMMS tag level 7 is the child, CMMS tag level 8 is the grandchild. The grandchild inherits data from the child and the child inherits data from the parent.
    5. Overlay – Placing an object over the surface of another of another object thus allowing the object to be visible on drawings or other deliverables by viewer.
    6. Point Cloud - A set of data points in space used for capturing existing conditions of any site.
    7. Relative File Path – a defined location relative to BIM's current directory
    8. Site Types
        a. Brownfield – Project locations with hazardous materials at in existing in-use facilities by City.
        b. Grayfield - Project locations with existing in-use facilities by City.
        c. Greenfield – Project locations with no in-use facilities by City.
    9. Standard Component – Any valve, pipe, duct, fitting, cable, cable tray, conduit, wiring, or structural member where aforementioned component is dimensionally defined in a Design Standard.
    10. State Plane Coordinate System – U.S. Coordinate system used by each U.S. state and has between one to six zones depending on size and shape.
B. Software Definitions

1. Software Packages
    a. BIM 360 – Autodesk BIM software that shows the latest published Revit 3D models for design collaboration between Owner and Contractors.
    b. CMMS – Computerized Maintenance Management System used for operation and maintenance of facility assets. CITY's current CMMS is Hansen Infor™.
    c. Revit – Autodesk software used for Building design, Foundation design, Structural design, and MEP design.
2. CMMS
    a. CMMS Parameters – Fields within Autodesk Revit associated with identifying and describing an asset or equipment item. These fields allow for the creation of unique identifiers for each piece of equipment, and allowing for synching with CITY's CMMS. Refer to Section 013124.A – BIM Attributes.
    b. CMMS Synching – Process that integrates the BIM model with CMMS.
3. CMMS Facility Key – Unique identifier used in City's asset management system. The asset management system relies on this unique identifier to incorporate all information collected into the asset management system. This may hereinafter also be referred to as the Comp Key.
4. Dynamic – Any item, field, attribute, or other component which receives an active input from a source other than by a manual user.
5. Parameter – Fields with populated values in BIM modeling software. In Autodesk Revit, these are commonly referred to as family parameters.
6. Publish – The process of pushing any model changes into cloud-based BIM software for the purpose of coordination between interdisciplinary and inter-organizational teams
7. Static – Any item, field, attribute, or other component which requires manual edit to change its value.

1.05 BIM INFORMATION PROVIDED BY OWNER

A. Existing
    1. Existing survey information, GIS data, 2D drawing documents, and existing BIM models will be shared with BIM responsible person(s).
    2. Non-available information will be determined prior to commencing any site visits. If needed, non-available information will be collected while on site and incorporated into the BIM model. Site visits may also identify any additional information needed for completion of Work and needed to be included in the BIM model.
    3. CITY may provide a template from Revit, or BIM 360 before commencement of Work by Design Professional.
    4. CITY encourages the use of LIDAR for documenting conditions due to increased efficiency over other methods.
    5. CITY will provide CMMS Facility Key information for existing assets in CMMS.

1.06 BIM INFORMATION PROVIDED BY DP

A. General
    1. All BIM-related design shall be performed in Autodesk Revit.

a. Prior to commencing Work, DP shall confirm which software version to perform Work in.
b. Scope of BIM Work that may be performed using Autodesk Revit and loaded to a cloud-based location.

2. DP shall keep a published file for each BIM model revision used for design reviews for the purpose of traceability.
3. All standard pipe, fittings and other components shall be easily identifiable and in addition to geometric dimensions, each standard component shall be specified enough such that it may be furnished and installed from provided design documentation. These components may be pulled from existing catalogs; however, they shall adhere to all data requirements.
   a. Pipe and fittings
   b. Conduit, Cable Tray
   c. Ductwork
   d. Major Structural, and Architectural Elements
   e. Electrical Housing
   f. Instrumentation & Controls Housing
4. DP shall not add any level 7 equipment tags without CITY approval. Equipment may be given a Level 8 tag. Level 8 changes will be done in coordination with CITY. Level 8 must be coordinated to maintain consistency throughout utilities.
5. Tolerances
   a. Equipment locations shall be within a 1" tolerance. If equipment is installed on foundations with cast-in-place, tolerances shall be tightened such that the equipment aligns with foundations.
   b. All equipment component dimensions in BIM model shall have tolerances no greater than 1/4" and representative of the dimensions for all buildings, tanks, equipment, piping, valves, and appurtenances used during project construction.
   c. BIM tolerances will be within the GIS snapping tolerances required for a utility trace. DP shall tighten the tolerance of only the equipment items needed for a GIS utility trace.

B. Existing Facility Assets
1. If the project has a tie-point to an existing asset, it is the DP's responsibility to include all component information needed to complete the tie-in into the BIM model.
2. Existing underground utilities shall use 2D representation.
3. For parameters of exiting assets with missing information and requires an input by software, DP may use the text "N/A".

C. Equipment and Component Specifications
1. All final submittals from Suppliers shall be provided to DP for integration into the BIM model.
2. For equipment packages, actuated valves, instruments, and piping specialty items, a hyperlink shall be used to connect aforementioned items in the BIM model to the project network location for all equipment with a Level 8 code.

D. BIM Parameters
1. DP shall assign equipment tags per Section 01615 – Equipment Identification and Tagging.
2. There shall be a BIM parameter for each field found in CITY's CMMS.

3. Equipment O&M Hyperlinks
    a. All equipment must have parameters added and grouped in accordance with the CITY attribute standards.
    b. In Revit, all CMMS parameters will be located within the “Identity Data” parameter group.
    c. In Revit, All facility asset parameters will be located within the “Data” parameter group.
4. Parameters that are not applicable for components shall be filled in with the text “N/A”

1.07 COORDINATION

A. The coordinate system used for all BIM projects shall be the Missouri Coordinate System of 1983, West Zone and NAVD 88 Datum.
B. CITY and DP will coordinate project phases and the corresponding LOD for each phase before starting any pre-design work or design work using BIM.
C. CITY preference is to have read-only access to current working models and to be able to download a copy of recently published versions of models.
D. It is CITY’s responsibility to integrate BIM with City CMMS. Procedure following is provided as a courtesy.
    1. Tagging of all new equipment shall be per Section 01615 – Equipment Identification and Tagging.
    2. Newly assigned tags are provided to CITY for creation of new assets in CMMS.
    3. CITY issues Facility Key for input into BIM model.
    4. DP will add CMMS Facility Key input as BIM parameter.
    5. BIM will use Facility Key and network location for integration into CMMS.
E. If the project involves the installation of new assets, then DP shall coordinate with CITY to have new CMMS Facility Keys assigned to the new assets. CMMS Facility Keys will be assigned by CITY after equipment tags have been assigned.

1.08 RECORD BIM DATA

A. General: Transmit published BIM and all related files for CITY’s reference during normal working hours. Any construction-related needs will be deferred to construction drawings for interpretation by DP.
B. At the end of the project, Record BIM Data shall be incorporated to include but not limited to: 3D representation of Work, all data parameters completed and all linked information in relative file paths.
C. Data Parameters
    1. BIM and its data shall be conformed to construction records prior to BIM turnover.
    2. For BIM facility asset parameters, fill out all data parameters as defined in 013124.A – Attribute Standard including relative hyperlinks per the file structure for all information the DPs/Contractors have.
    3. Any hyperlink will direct the user to the designated file location.
    4. Transmittals required by DP must be included in the CITY’s Record Submittal Zip File. All files stored in Windows 10 shall have tag metadata that includes CMMS Level 1 through CMMS Level 8 asset information.

5. The folder containing the designated file locations will appear as shown in Figure 01.

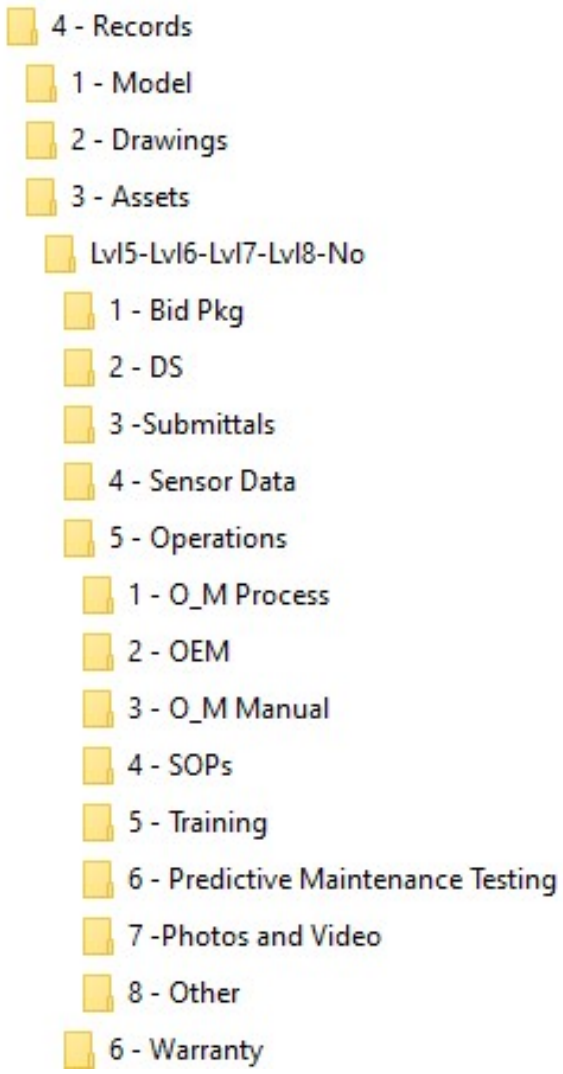


Figure 01: Record Submittal Zip File Structure

D. Submission
   1. BIM model must be cross-checked against field records and is free of conflicting data.
   2. Each BIM parameter with a link to a file shall be confirmed to work using relative file paths. Relative file paths will be used when during turnover of the Revit model and equipment documentation. Refer to CITY's Attribute Standard and CITY zip submittal.
   3. Naming of BIM files must be coordinated with CITY's representative prior to submission at Closeout. At CITY's discretion, the file names will change at request by CITY.

4. Give particular attention to information on equipment components that cannot be readily identified in the field and recorded later.

E. For requirements regarding closeout procedures, refer to Section 01019.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

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

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

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

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. **Required Submittals Types**
   a. **Approved for Construction Drawings**

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

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

      (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.

      (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

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

2. **Submittal Specifications**
   a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
   b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
   c. In the case of an incomplete submission the digital copies may be returned for correction with comments.
3. **Questions/Technical Support**
   In the instance of a technical error, question, or discrepancy in the process please contact:

   GIS Manager
   Water.GIS@kcmo.org

4. **CAD Layers and Object Data Tables:**
   The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

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

ATTACHMENT C

ENGINEER FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

Attachment C

Fee Estimate - Rocky Branch WWTP Facility Plan (81001000) City of Kansas City, MO		Estell Johnson Proj Mgr	Julie McNiff QC Mgr	Colin Fitzgerald Study Lead	Julian Sandino Tech Director	Jim Lozier Data Center Tech	Keisha Voigt Envision Tech	Leisha Pica Planning Tech	Luke Heyerdahl GIS	Harry Sellers Assets	Adrian Flores Process Lead	Kurt Bettger Geotech Lead	Nick Roth Geotech	Robert Wood Electrical	Brian Lehman BIM/CAD	Thomas Benson LIDAR scan
Task Series 100 - Project Management		**112**	**8**	**16**	**14**	**0**	**0**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
101 - PM Services		20														
102 - Monthly Invoicing and PSRs	10 invoices, 2 hrs ea for PM	20														
103 - Subconsultant Agreements and Admin		20														
104 - Quality Control			8		12			12								
105 - Project Kickoff Meeting		16		16	2			2								
106 - Work Plan		16														
107 - Progress Meetings	biweekly	20														
Task Series 200 - Investigations/Review of Exisiting		**8**	**0**	**10**	**0**	**0**	**0**	**2**	**0**	**80**	**40**	**20**	**50**	**80**	**60**	**40**
201 - Flows and Loads Evaluation	Reg eval by Geosyntec	2		2				2	0		20					
202 - Review Existing Documents and Drawing	verify w/site visit	4		8							20					
203 - Site Investigations	T&B for Utility survey, utility xfer to GIS, etc.									80						
204 - Geotechnical Records Review	no field investigations or testing											20	50			
205 - Load Study and Electrical														80		
206 - BIM Development		2													60	40
Task Series 300 - Facility Plan		**64**	**0**	**64**	**28**	**40**	**10**	**0**	**0**	**20**	**150**	**0**	**10**	**20**	**40**	**0**
301 - Existing Assets	Remaining Life	2		2						20						
302 - Hydraulic and Process Capacity	Model of each	2		2							60					
303 - Alternative Evaluation Review	1 long term to 5%, up to 4 immediate term to 10% design	40		40	20	40	8				50		10	20	40	
304 - Final Report		20		20	8		2				40					
Task Series 400 - Envision		**4**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
401 - Envision Credits	by EAE, Keisha reviewimg	4					8									
Task Series 500 - Optional Services		**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**60**	**0**	**50**	**50**	**80**	**0**
Scope TBD - assumed to include partial design development of short term recommendations		40									60		50	50	80	
BASIC SERVICES PROJECT TOTAL		**228**	**8**	**90**	**42**	**40**	**18**	**16**	**0**	**100**	**250**	**20**	**110**	**150**	**180**	**40**

Subcontractor A																
T&B	includes utility locates, locates of valves/meters/sensors, survey, xfer to City GIS, CA of fixed assets															
Subcontractor B																
EAE - Base Scope	includes service area growth projections & Envision credit assessments															
EAE - Optional Services	includes Architectural services															
Subcontractor C																
TSi - Geotech	withdrew from facility plan phase work															
Subcontractor D																
Lynchpin - Optional Services																
Subcontractor E																
Geosyntec	includes Reg Review															
SPECIAL SERVICES PROJECT TOTAL																
	Rates	254	239	231	413	373	249	348	251	184	212	248	179	222	211	105
PROJECT TOTAL		**228**	**8**	**90**	**42**	**40**	**18**	**16**	**0**	**100**	**250**	**20**	**110**	**150**	**180**	**40**

Exhibit _

Ed Meyer Costing	Linda Mohr Implementation	David Green Funding	Shashi EIT	Rajan Vasudevan Collections	Jackson Corley REPLICA	Crystal Brown Document Specialist	Karla Albert Subcontracting	SUBTOTAL HRS	SUBTOTAL EXPENSES	TOTAL
0	0	0	44	0	0	8	20	236	$ 2,000	$ 56,052
								20	$ -	$ 5,090
			8					28	$ -	$ 6,121
							20	40	$ -	$ 7,816
								32	$ -	$ 11,045
			8					44	$ 2,000	$ 12,322
			8					24	$ -	$ 5,103
			20			8		48	$ -	$ 8,556
								0		$ -
0	0	0	16	0	0	0	0	406	$ 5,800	$ 84,617
			8					34	$ -	$ 6,936
			8					40	$ -	$ 8,136
								80	$ 2,000	$ 16,735
								70	$ -	$ 13,915
								80	$ -	$ 17,725
								102	$ 3,800	$ 21,169
40	0	0	118	20	80	60	0	764	$ 4,000	$ 162,030
			16					40	$ -	$ 6,718
			20		60			144	$ -	$ 24,669
40	0		60	20	20			408	$ 4,000	$ 99,158
			22			60		172	$ -	$ 31,486
0	0	0	0	0	0	0	0	12	$ -	$ 3,010
								12		$ 3,010
20	0	0	0	0	8	20	0	328	$ 500	$ 69,340
20					8	20		328	$ 500	$ 69,340
								0		$ -
60	0	0	178	20	88	88	20	1,746	12,300	$ 375,049

								0	$ 55,000	$ 55,000
								0	$ 55,000	$ 55,000
								0	$ 45,819	$ 45,819
								0	$ 21,856	$ 21,856
									$ 23,963	
								0	$ -	$ -
								0	$ -	$ -
								0	$ 9,181	$ 9,181
								0	$ 9,181	$ 9,181
								0	$ 14,927	$ 14,927
								0	$ 14,927	$ 14,927
								0	$ 124,927	$ 124,927
284	288	261	129	169	140	111	136			$ -
60	0	0	178	20	88	88	20	1,746	$ 137,227	$ 499,975

ATTACHMENT D

CREO KC DOCUMENTS

1. CREO KC Form 8 Contractor Utilization Plan/Request for Waiver
2. CREO KC Form 10 Timetable for MBE/WBE Utilization
3. CREO KC Form 11 Request for Modification or Substitution
4. CREO KC 00450.01 Letter of Intent to Subcontract
5. CREO KC 01290.14 Contractor Affidavit for Final Payment
6. CREO KC 01290.15 Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81001000 Contract No. 1678

Project Title Rocky Branch WWTP Facility Plan

Water Services
(Department Project) Department

Jacobs Engineering Group, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

I, Michael W. McCarty, 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 11 **% MBE** and 11 **% 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:** 11 **%** **MBE** 11 **% WBE**

   - **POST-BID/POST-RFP ESTIMATED BUDGET: $** 499,975.00

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 Environmental Advisors and Engineers, Inc. (WBE)
     Address 19211 W. 64th Terrace, Shawnee, KS 66218
     Telephone No. 913-599-4326
     I.R.S. No. 43-1806626

Name of M/WBE Firm Lynchpin Ideas (WBE)
Address 4550 Main Street, Suite 200, Kansas City, MO 64111
Telephone No. 816-886-9414
I.R.S. No. 81-1445274

Name of M/WBE Firm Taliaferro & Browne, Inc. (MBE)
Address 1020 East 8th Street, Kansas City, MO 64106
Telephone No. 816-283-3456
I.R.S. No. 48-0758891

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
Taliaferro & Browne	Contractor	$ 55,000.00	$ 55,000.00	11.00

TOTAL MBE $ / TOTAL MBE %: $ 55,000.00 11.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Env. Advisors & Eng. (EAE)	Contractor	$ 45,819.00	$ 45,819.00	9.16
Lynchpin Ideas	Contractor	$ 9,181.00	$ 9,181.00	1.84

TOTAL WBE $ / TOTAL WBE %: $ 55,000.00 11.00 %

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

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

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

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

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

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

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

Bidder/Proposer primary contact: Estell Johnson, Project Manager
Address: 2300 Main Street, Suite 325
Kansas City, Missouri 64108
Phone Number: 316-708-2505
Facsimile number:
E-mail Address: estell.johnson@jacobs.com

By: Michael W. McCarty
Title: VP of Missouri Operations
Date: March 15, 2023
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 15 day of March, 2023.

My Commission Expires: 02/13/2025

Sandra M Calhoun
Notary Public

SANDRA M CALHOUN
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 13448649
My Commission Expires 02-13-2025

LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: ☑
Updated LOI: ☐

Project Name/Title Rocky Branch WWTP Facility Plan

Project Location/Number 81001000 Contract No. 1678

PART 1: Prime Contractor Jacobs Engineering Group, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Environmental Advisors & Engineers, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
Base scope includes service area growth projections & Envision credit assessments. Also providing architectural services for Task Series 500 - Optional Services.

for an estimated amount of $ 45,819.00 (or 9.16 % 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: Jacobs Engineering Group, Inc.

Signature: Prime Contractor

Michael W. McCarty
Print Name

VP of Missouri Operations
Title

March 15, 2023
Date

State of Missouri)
County of St. Louis)

I, Sandra M Calhoun, 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 15 day of March, 20 23

My Commission Expires: 02/13/2025

Sandra M Calhoun
Notary Public

STAMP:

SANDRA M CALHOUN
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 13448649
My Commission Expires 02-13-2025

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

Jill R. Biesma
Signature: Subcontractor

Jill R. Biesma
Print Name

President
Title

3/15/2023
Date

State of)
County of)

I, Jill R. Biesma, 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 15th day of March, 20 23

My Commission Expires: November 17, 2024

Notary Public

STAMP:

SAMANTHA FLOYD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 17, 2024
CLAY COUNTY
COMMISSION #12331055

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	✔
Updated LOI:	

Project Name/Title Rocky Branch WWTP Facility Plan

Project Location/Number 81001000 Contract No. 1678

PART I: Prime Contractor Jacobs Engineering Group, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Lynchpin Ideas 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.]

Stakeholder and Public Engagement/Coordination during Task Series 500 Optional Services

for an estimated amount of $ 9,181.00 (or 1.84 % 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:

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Jacobs Engineering Group, Inc.

Signature: Prime Contractor

Michael W. McCarty
Print Name

VP of Missouri Operations
Title

March 15, 2023
Date

State of Missouri)

County of St. Louis)

I, Sandra M Calhoun, 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 15 day of March, 20 23

My Commission Expires: 02/13/2025

Sandra M Calhoun
Notary Public

STAMP:

SANDRA M CALHOUN
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 13448649
My Commission Expires 02-13-2025

MWDBE SUBCONTRACTOR BUSINESS NAME: Lynchpin Ideas, LLC

Signature: Subcontractor

Laura J. Lynch
Print Name

Owner/CEO
Title

3-14-2023
Date

State of MISSOURI)

County of JACKSON)

I, CYNTHIA CASH, 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 14th day of MARCH 2023

My Commission Expires: 6/12/26

Notary Public

STAMP:

CYNTHIA CASH
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 6/12/2026
Commission #22125464

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☑
Updated LOI:	☐

Project Name/Title Rocky Branch WWTP Facility Plan

Project Location/Number 81001000 Contract No. 1678

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

Utility locates including locates of valves/meters/sensors, survey, transfer to Kansas City WSD GIS and condition assessment of fixed assets

for an estimated amount of $ 55,000 (or 11.0 % 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: Jacobs Engineering Group, Inc.

Signature: Prime Contractor

Michael W. McCarty
Print Name

VP of Missouri Operations
Title

March 15, 2023
Date

State of Missouri)

County of St. Louis)

I, Sandra M Calhoun, 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 15 day of March, 20 23

My Commission Expires: 02/13/2025

Notary Public

STAMP:

SANDRA M CALHOUN
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 13448649
My Commission Expires 02-13-2025

MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & browne Inc.

Signature: Subcontractor

Hagos E Andebrhan PE., PLS
Print Name

CEO
Title

03/14/2023
Date

State of missouri)

County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of Mar. 14th, 20 23

My Commission Expires: 03-07-2026

Notary Public

STAMP:

EARTHA J. TAYLOR
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 92458631
My Commission Expires 03-07-2026

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Kansas City, Missouri 64108

Project Title 23

STATE OF _____)
)SS
COUNTY OF _____)

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

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

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

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

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

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR_____

By Michael W. McCarty
(Authorized Signature)

Title VP of Missouri Operations

On this _____ day of March, 55,000.00, before me

appeared _____, to me personally known to be the

_____of the_____,

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

_____ as its free act and deed.

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

My commission expires:

_____ Sandra M Calhoun
Notary Public

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 81001000 Contract No. 1678

Project Title Rocky Branch WWTP Facility Plan

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

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

_____

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

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

Subcontractor's Legal Name and Address

_____

_____

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____ _____
(Signature) (Print Name)

VP of Missouri Operations _____
(Title) (Date)

NOTARY

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

My Commission Expires: _____ By Michael W. McCarty

_____ _____
Print Name Title

ATTACHMENT E

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 F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On this 18th day of April, 2023, before me appeared Melissa Hoffmeister (Carver), 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 Client Account Manager (title) of Jacobs Engineering Group (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 18th day of April, 2023.

Notary Public

My Commission expires: 02-13-2025

E-Verify

Company ID Number: 11557

Client Company ID Number: 885319

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

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

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

E-Verify

Company ID Number: 11557 Client Company ID Number: 885319

Approved by:

Employer Jacobs Engineering Group Inc.	
Name (Please Type or Print) Julie Tchida Brown	Title VP, Human Resources Global Compensation, Benefits and HR Ops.
Signature	Date 6/18/2015
E-Verify Employer Agent HireRight, Inc. (v26)	
Name (Please Type or Print) Kathleen Magelssen	Title
Signature Electronically Signed	Date 06/10/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) Amanda M. Palmer	Title Sr. MPA
Signature Amanda M. Palmer	Date 6/18/2015

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Environmental Advisors and Engineers, Inc. (WBE) Email: jbiesma@eaei.com	Address: 19211 W. 64th Terrace, Shawnee, KS 66218 Phone: 913-599-4326 Fax: Jill Biesma
2.	Name: Taliaferro & Browne Inc. Email: Hagos@tb-engr.com Hagos Andebrhan	Address: 1020 East 8th Street, Kansas City, MO 64106 Phone: 816-283-3456 Fax:
3.	Name: Geosyntec Consultants Email: Tom Wallace twallace@geosyntec.com	Address: 2009 E. McCarty St., Ste., 1 Jefferson City, MO 65101 Phone: 573-443-4100 Fax:
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:

Contractor – Company Name:	Jacobs Engineering Group
Submitted By:	Melissa Hoffmeister (Carver)
Title:	Client Account Manager
Telephone No.:	618-792-0086
Fax No.:	
E-mail:	melissa.carver@jacobs.com
Date:	04/18/2023

NON-CONSTRUCTION APPLICATION FOR PAYMENT

ATTACHMENT H

Project Number _____

Contract Number _____

Project Title _____

Final Payment ☐

Application Number: _____ Date: _____

Ordinance Number: _____ Ordinance Date: _____

City PO Number: _____

Design Professional/Contractor:

Legal Name _____

Mail Address: _____

City, ST Zip _____

Vendor Number _____

Application for Work Accomplished: From _____ To: _____

Name of Kansas City, MO Project Mgr: _____

Kansas City, MO Contract Administrator: _____

Original Contract Amount	[1]	$0.00		
Net by Amendments ___ through ___	[2]	$0.00		
Optional Services Amount in Contract	[3]	$0.00		
Net by Optional Services Authorizations ___ through ___	[4]	$0.00		
Unathorized Optional Services Amount Remaining (3-4)	[5]	$0.00		
Maximum Obligation Authorized ([1+2+4] - [3])			[6]	$0.00
Total Work Completed to Date			[7]	$0.00
Total Previous 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 I

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 St. Louis)

On this 18th day of April, 20 23, before me appeared Melissa Hoffmeister (Carver), 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 Client Account Manager (title) of Jacobs Engineering Group (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.

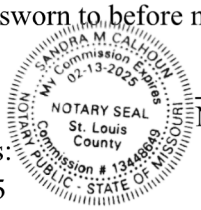
I hereby additionally swear or affirm that the business entity shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of the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

Melissa Hoffmeister (Carver)

Affiant's signature

Subscribed and sworn to before me this 18th day of April, 2023.



Sandra M Calhoun

Notary Public

My Commission expires:
02-15-2025

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,

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 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, 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 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 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 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 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 Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

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

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

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT/ PROJECT NO. 1678/81001000
ROCKY BRANCH WWTP FACILITY PLAN WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Jacobs Engineering Group, Inc., (Design Professional). The parties amend the Agreement entered into on May 11, 2023, as follows:

WHEREAS, City has previously entered into a contract dated 05-11-2023 in the amount of $499,976.00 and

WHEREAS, the City desires to execute Amendment No.1, in the amount of $1,005,577.00, to amend the total contract amount to $1,505,053.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 1, City and Design Professional agree as follows:

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

A. Add the following section(s):
   a. Under Attachment A – Scope of Services, add Attachment A1 – Additional Scope of Services
   b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C1 – Amendment 1 Fee Estimate

B. Delete the following section(s):
   a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

   A. The maximum amount that City shall pay Design Professional under this Agreement is $1,505,053.00 as follows:

      1. $1,381,488.00 for the services performed by Design Professional under this Agreement.

      2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed Non-Construction Subcontractors Listing Attachment G. A schedule of position classifications and the salary range for each position is included as a part of Attachment C.

         A schedule of expenses and position classifications with the billing rate for each position is included as a part of Attachment C and C1. Design Professional and approved

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

a. Actual reasonable expenses incurred by Design Professional directly include only the following, in an amount not to exceed $23,565.00. The following are the reimbursable expenses that City has approved: Expenses as noted on Attachment C and C1.

3. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $100,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

4. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C and C1. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

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

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

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

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

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

Date:_____ _____
Title:
_____

KANSAS CITY, MISSOURI
By:

Date:_____ _____
Title:
_____

Approved as to form:

_____
Assistant City Attorney

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

_____
Director of Finance (Date)

ATTACHMENT A1

ADDITIONAL SCOPE OF SERVICES

Design Professional: Jacobs Engineering Group, Inc.
Owner: City of Kansas City, Missouri
Project: 81001000 Rocky Branch WWTP Facility Plan
Contract No: 1678

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by Design Professional (DP).

The Project. The Water Services Department wishes to amend an existing contract with DP to provide a detailed design in support of a Facility Plan for the Rocky Branch Wastewater Treatment Plant at 500 NE 132nd Street, Kansas City, MO 64165.

- Additional Background Information and General Description of Activities.
    1. The CITY, acting through WSD, is undertaking this project to provide detailed design services following the recommendations outlined in the Facility Plan for its Rocky Branch WWTP.
- Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Rocky Branch WWTP
- Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Department of Planning and Development, other utilities, CITY vendors, CITY consultants contracted to complete other projects for the CITY that could impact the Rocky Branch WWTP, potentially including Regulatory Compliance Assistance, SCADA project, Storm Water Utility/Engineering, MARC, Planning and Development Department, potential Industrial Users, , the Smart Sewer Program, and CITY contractors.
- Task Series Listing. The Additional Scope of Services is organized under the following Task Series:
    1. Task Series 600 - Project Management and Administration for Year 2 Services
    2. Task Series 700 - Rocky Branch Design Services
    3. Task Series 800 - Envision™ Sustainability of Rocky Branch Improvements
    4. Task Series 900 - MDNR/Water Quality Trading Coordination
    5. Task Series 1000 - Bid Phase Services for Rocky Branch
    6. Construction Procurement. 100% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 540 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

- DP may suggest schedule modifications to the scope of work.
- The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 600 - PROJECT MANAGEMENT AND ADMINISTRATION FOR YEAR 2 SERVICES

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

Task 601 Project Management Services

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

Task 602 Monthly Invoicing and Project Status Reports (PSRs)

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 DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested. PSRs shall include a table containing the date of the most recent invoice from each subcontractor included in this invoice to the CITY. DP shall obtain reasoning from any subcontractor for invoice being greater than 30 days old.

Task 603 Subconsultant Agreements and Administration

Update scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit them in the required format to the CITY's Human Relations Department. The workplan should describe the DP's methods for subcontractor management. DP is encouraged to utilize task orders.

Task 604 Quality Control

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

Task 605 Project Kickoff Meeting

After Amendment 1 is authorized by CITY, DP shall organize and conduct a Year 2 Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP'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. 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.

Task 606 Work Plan

1. **Work Plan Format.** DP shall update the previously submitted Work Plan. The Updated Work Plan for the project includes, at a minimum, the following:
    a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.
    b. A summary of the Project's updated scope of services.
    c. Detailed cost-loaded schedule for performance of all work.
    d. Sustainable planning and design goals, objective, and processes.
    e. Define any issues requiring special coordination with CITY, and/or adjacent projects.
    f. DPs methods for subcontractor management and preventing scope creep.
    g. Section on cost estimating methods including "below the line factors for each planned estimated" and details on the utilization of parametric values.
2. **Submitting Work Plan. S**ubmit the updated Work Plan (a single electronic file in portable document format – PDF) within 7 calendar days of authorization of Amendment 1. The CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 607 Progress Meetings

Participate in up to 18 monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to

CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

Task 608 Coordination with Data Centers

Participate in regular, as needed meetings with the CITY and DATA CENTER REPRESENTATIVES to coordinate on updates from the data centers (including updates to flow characterization, etc.), provide any needed information to the CITY or DATA CENTER REPRESENTATIVES, or any other reason that is pertinent to the ongoing project. DP will coordinate with CITY and DATA CENTER REPRESENTATIVES on meeting agenda and meeting minutes.

TASK SERIES 700 - ROCKY BRANCH DESIGN PHASE SERVICES

All improvements to the Rocky Branch Treatment Plant will be prepared, submitted, and reviewed as one bid package except the Aerated Sludge Tank, which will be submitted in a separate package for design build. Scope is based on assumption that Rocky Branch WWTP flow and load basis of design will not increase beyond that identified in the final Facility Plan report. Bid Phase Services are shown in Task Series 1100.

The Bidding Package is assumed to not exceed 55 sheets, with preliminary sheet list as follows:

1	COVER SHEET
2	DRAWING INDEX
3	ABBREVIATIONS
4	SYMBOLS, PIPING SYSTEMS, AND EQUIPMENT IDENTIFICATION
5	CIVIL LEGEND AND NOTES
6	PROCESS MECHANICAL LEGEND AND NOTES
7	HVAC/PLUMBING MECHANICAL LEGEND AND NOTES
8	ELECTRICAL LEGEND AND NOTES
9	INSTRUMENTATION LEGEND AND NOTES
10	PROCESS FLOW SCHEMATIC
11	POWER AND DISTRIBUTION ONE-LINE DIAGRAM
12	GROUNDING DIAGRAM
13	SYSTEM ARCHITECTURE DIAGRAMS
14	BLOWER PROCESS AND INSTRUMENTATION DIAGRAM
15	AERATION EQUIPMENT PROCESS AND INSTRUMENTATION DIAGRAM
16	HYDROCYLONE PROCESS AND INSTRUMENTATION DIAGRAM
17	SLUDGE HOLDING PROCESS AND INSTRUMENTATION DIAGRAM
18	DESIGN CRITERIA & HYDRAULIC PROFILE
19	MCC/PANEL DIAGRAMS
20	MCC/PANEL SCHEDULES
21	CIVIL DETAILS
22	STRUCTURAL DETAILS
23	ARCHITECTURAL DETAILS
24	PROCESS DETAILS

25	MECHANICAL DETAILS
26	ELECTRICAL DETAILS
27	INSTRUMENTATION AND CONTROLS DETAILS
28	OVERALL SITE IMPROVEMENT PLAN
29	SURVEY AND SURVEY CONTROL
30	DEMOLITION PLAN
31	FORCE MAIN RELOCATION EROSION CONTROL PLAN/SWPPP
32	FORCE MAIN RELOCATION GRADING/SEEDING PLAN
33	FORCE MAIN RELOCATION PAVING PLAN
34	FORCE MAIN RELOCATION PIPING PLAN
35	OVERALL SITE ELECTRICAL PLAN
36	ENLARGED SITE ELECTRICAL PLAN
37	BLOWER BUILDING STRUCTURAL/ARCHTECTURAL PLAN
38	BLOWER BUILDING STRUCTURAL/ARCHITECTURAL SECTIONS
39	BLOWER BUILDING PROCESS PLAN
40	BLOWER BUILDING PROCESS SECTIONS
41	BLOWER BUILDING HVAC PLAN
42	BLOWER BUILDING ELECTRICAL PLAN
43	BLOWER BUILDING FACILITY WIRING DIAGRAMS
44	AERATION BASINS STRUCTURAL PLAN
45	AERATION BASINS STRUCTURAL/ SECTIONS
46	AERATION BASINS PROCESS PLAN
47	AERATION BASINS PROCESS SECTIONS
48	AERATION BASINS ELECTRICAL PLAN
49	RAS/WAS PS HYDROCYLONE STRUCTURAL/ARCHTECTURAL PLAN
50	RAS/WAS PS HYDROCYLONE STRUCTURAL/ARCHITECTURAL SECTIONS
51	RAS/WAS PS HYDROCYLONE PROCESS PLAN
52	RAS/WAS PS HYDROCYLONE PROCESS SECTIONS
53	RAS/WAS PS HYDROCYLONE HVAC & PLUMBING PLAN
54	RAS/WAS PS HYDROCYLONE ELECTRICAL PLAN
55	RAS/WAS PS HYDROCYLONE FACILITY WIRING DIAGRAMS

Task 701 Hydrocyclone Design-Phase Services

DP will advance the design for installation of hydrocyclones at the Rocky Branch WWTP through each typical CITY milestone (30%/60%/90%/FINAL). The design shall include any

additional appurtenances (including fittings, piping, etc.) that are required for successful Hydrocyclone installation & operation. As pertinent to hydrocyclone installation and operation, DP will provide I&C design services, electrical design services, structural design services, and mechanical (piping) design services. DP will create BIM model for equipment impacted by hydrocyclone upgrades, specifically the RAS/WAS Pump Station. For each typical CITY milestone, the DP will create (or update) a plan set and submit for review. At each design milestone (30%/60%/90%/FINAL), DP will update the previously created AAEE Level 4 total cost estimate to the appropriate level with implementation costs. Once updated, the DP will submit the cost estimate with the plan set for review.

Task 702 Electrical Improvements Design-Phase Services

DP will advance the design for electrical improvements to bring Rocky Branch up to electrical code, specifically replacing feeder cables and utility transformers. Design will be contained within the existing electrical structures (i.e., no additional enclosures or structural upgrades). DP will advance design through each typical CITY milestone (30%/60%/90%/FINAL). For each typical CITY milestone, the DP will create (or update) a plan set and submit for review, plus update the one-line diagram and SKM model as needed. At each design milestone (30%/60%/90%/FINAL), DP will update the previously created AAEE Level 4 total cost estimate to the appropriate level with implementation costs. Once updated, the DP will submit the cost estimate with the plan set for review. DP will coordinate with outside utilities (including Evergy or local electric utility) for any improvements that require additional stakeholder engagement.

Task 703 Aeration Basin Design-Phase Services

DP will advance the design for upgraded blowers and diffusers for the aeration basin at the Rocky Branch WWTP through each typical CITY milestone (30%/60%/90%/FINAL). Design will include I&C, updated process design and modeling, electrical design to support upgraded blowers, mechanical piping design, and architectural improvements for the blower building. DP will create a BIM model for equipment impacted by aeration basin upgrades, specifically the aeration basin and blower building. The BIM Model will be created with record drawings. For each typical CITY milestone, the DP will create (or update) a plan set and submit for review. At each design milestone (30%/60%/90%/FINAL), DP will update the previously created AAEE Level 4 total cost estimate to the appropriate level with implementation. Once updated, the DP will submit the cost estimate with the plan set for review.
For in-basin aeration equipment purchasing, DP will assist CITY with pricing negotiation for equipment to establish set price from chosen VENDOR. Pre-negotiated, set price will be included in contract documents that will be released to contractors in Bid-Phase Services.

Task 704 Aerated Sludge Tank Inspection Services

DP will inspect Aerated Sludge Holding Tank (inside the tank and outside of the tank) to assess the tank's condition and rehabilitation or replacement alternatives. The deliverable for this task will be a TM outlining inspection methodologies and results.

Task 705 Aerated Sludge Holding Tank Design Services

DP will advance the design of a concrete aerated sludge holding tank at the Rocky Branch WWTP to 30%. DP will provide applicable specifications outlining I&C design criteria, electrical design criteria, structural design criteria, services, and process mechanical design criteria for the aerated sludge holding tank. DP will revise and update the previously created AAEE Level 4 total cost estimate to the appropriate level. Once updated, the DP will submit

- Detailed Construction Estimate
- Design Cost Variation Memo
- Attend one Review Meeting with a maximum of (4) Jacobs staff in attendance. Respond to City comments and Submit FINAL 30% Design Plans, Technical Specs and Construction Estimate (excluding site civil).

The Bidding Package is assumed to not exceed 7 sheets, with preliminary sheet list as follows:

1	COVER
2	SITE PLAN
3	SLUDGE HOLDING BASIN STRUCTURAL PLAN
4	SLUDGE HOLDING BASIN ELECTRICAL AND I&C PLAN
5	SLUDGE HOLDING BASIN MECHANICAL PLAN
6	SLUDGE HOLDING BASIN PROCESS PLAN
7	SLUDGE HOLDING BASIN SECTIONS

DP will develop an interim SOP for decanting procedures for the existing Aerated Sludge Holding Tank operations.

Task 706 Influent Sampling Point Design-Phase Services

DP will advance the design for the relocation of the influent sampling point at the Rocky Branch WWTP through each typical CITY milestone (30%/60%/90%/FINAL). Design will include relocation of the influent (First Creek) force main to an upstream manhole (but still contained within the Rocky Branch facility), associated geotechnical work, associated structural work, and associated landscaping work to return the site to condition before construction started. The end result will be a new manual influent sampling point. For each typical CITY milestone, the DP will create (or update) a plan set and submit for review. At each design milestone (30%/60%/90%/FINAL), DP will update the previously created AAEE Level 4 total cost estimate to the appropriate level with implementation costs. Once updated, the DP will submit the cost estimate with the plan set for review.

DP will perform geotechnical field services in support of the new alignment for the First Creek Force Main. The geotechnical field services will include field/lab/engineering services including exploratory field work laboratory testing, and field testing (for up to five bores). A geotechnical report will be prepared with the results of the geotechnical investigations summarized.
DP will perform additional site survey to support the new alignment for the First Creek Force Main. A survey report will be prepared with the results of the site survey summarized.

DP will assist CITY with coordination with agencies for permitting necessary to complete First Creek Force Main relocation. These agencies include:

- USACE
- Missouri DNR
- CITY of Kansas City, Missouri

TASK SERIES 800 - ENVISION SUSTAINABILITY OF ROCKY BRANCH IMPROVEMENTS

Task 801 Envision™ Verification

The DP shall review the predetermined Envision™ credits based on the appropriate project type as provided in the KC Water Sustainability Playbook. The DP shall evaluate the credits, along with the Project Manager, at each scoped phase of design and construction phase covered by the contract. For each relevant task, the DP shall utilize the Conversation Guide and update the Sustainability Tracking Spreadsheet. Following the completion of final detailed design for all tasks, the DP shall provide a memorandum and the Sustainability Tracking Spreadsheet summarizing how the project met the sustainability goals set for the project and how the project increased sustainability using the selected Tier 1 credits. DP will assist CITY with Envision™ certification. The DP shall be responsible for the Envision™ credit scores reported during this Project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP). After the selection of the design alternative to take to full design, the CITY shall determine the envision tier for the project. Once the envision tier has been determined, further development and verification will be undertaken through final design

TASK SERIES 900 - MDNR/WATER QUALITY TRADING COORDINATION

Task 901 Upstream Water Quality Trading Program Assistance

DP will assist CITY with MDNR's Upstream Water Quality Trading Program for the Rocky Branch Facility. This will include the DP assisting the CITY with navigating the program, including generating/obtaining credits through the trading program, determining the most effective way for utilizing those credits (including any Total Phosphorus Rule credits that will come about through alternatives chosen in the Facility Plan), and assisting the CITY with any documentation or permits required to stay in compliance with the Program. DP will recommend the best option for each facility to stay in compliance with MDNR regulations, including upcoming phosphorus regulations.

Task 902 MDNR Coordination

DP will assist CITY with additional coordination with MDNR that is needed to implement long-term facility planning, specifically routing data center water past biological treatment, if chosen as the path forward by the CITY.

TASK SERIES 1000 - BID PHASE SERVICES

Task 1101 Rocky Branch Bid-Phase Services

Upon completion of Task Series 800, DP will assist CITY with bid process, including preparation of bid documents (1 copy of full size (22"x34") drawings plus electronic copies of the drawings and project manual (specs)), advertisement of bids to be issued by KC Water, conduct a pre-bid conference and site walk through (including preparation of the agenda, presiding at the pre-bid conference, and issuing minutes of the pre-bid conference), receive and be responsive to questions concerning the project from prospective bidders (including issuing addenda as necessary), and lead bid review from prospective bidders (including attending the bid opening, submitting a final Engineer's Opinion of Probable Cost, evaluating bids, and consulting with CITY through award of contract). DP will be available for services for revising drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of $100,000.00 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services could include:

- Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- Special Consultants or independent professional associates requested or authorized by CITY.
- Supplemental Regulatory Services. DP may conduct regulatory agency communications and/or meeting(s) to address anticipated receiving stream assessment requirements and NPDES permit conditions for expanded plant waste loads. DP may conduct preliminary water quality modeling to assist in estimating treatment requirements. DP will evaluate how the receiving stream characteristics and impairment history may affect the potential for total phosphorus trading and for the treatment and disposal of data center water.
- SRF Loan Application and Environmental Permitting - DP shall begin on the relevant environmental permitting for the project to facilitate the CITY applying for state revolving fund (SRF) funding. DP shall also assist the CITY in applying for SRF funds. The CITY will provide previous SRF application information

- Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in Basic Services.
- Services for revising drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
- Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond DP's control.
- Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- Acceleration of the progress schedule involving services beyond normal working hours
- Services for revising Construction Contract Documents and rebidding arising from actual bid prices being greater than CITY's budget.
- Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- Assisting CITY with appraisal and/or acquisition of additional easements or re-zoning.
- Revising Contract Documents or assisting with rebidding the Project due to actual bid prices being greater than the CITY’s budget.
- Special inspections as dictated by any adopted building code or amendment thereto of the CITY of Kansas City, Missouri.
- Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
- Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
    1. Changes in size or complexity.
    2. Method of financing or availability of funding.
- Additional work necessary for WWTD to fulfill its commitments.
- Assistance in evaluating and completing Developer RFI, development of project limits, and other development support.

- Flood plain mitigation.
- Evaluation of odor control for equipment protection.
- Additional geotechnical investigations.
- Additional bid phase services for the design build package on the aerated sludge basin, including construction oversight and owner's agent oversight.
- Construction Phase Services, include resident project representative (RPR)
- Chem P Removal Design

V. CITY'S RESPONSIBILITIES

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

- Provide the DP with all requested and available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- CITY's Project Manager will provide the services of at least one CITY employee who has the right-of-entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- CITY's Project Manager will coordinate meetings between CITY staff and the DP.
- Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DP.
- Obtain property title searches and title reports and purchasing property if needed for construction of new facilities.
- Provide DP will private property access agreements with current property owners to perform field investigations.
- Bidding Services. CITY will provide the following bidding phase services:
    1. Prepare agenda and conduct the pre-bid conference.
    2. Advertise project Construction Contract Documents, including addenda.
    3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
    4. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval. CITY shall pay for all permit fees.

End of Scope of Services

Attachment C - Amendment 1 Fee Estimate

Jacobs Engineering Group
PROJECT: Rocky Branch Facility Plan, Amendment 1
CLIENT: KCMO
Date: 5/08/2025
By: Julie Mcniff

WORK TASK DESCRIPTION	Task Labor Estimate																												
Fee Estimate - Rocky Branch WWTP Facility Plan Amendment 1 City of Kansas City, MO	Julie McNiff Proj Mgr	Rajan Vasudevan QC Mgr	Steve Wehrspann HSE	Julian Sandino Tech Director	Jim Lozier Data Center Tech	Keisha Voigt Envision Tech	Del Lange Structural Lead	Cullen Fitzgerald REPLICA (Hydraulic Model)	Bill Donaldson I&C Lead	Adrian Flores Process Planning Lead	Kurt Bettger Geotech Lead	Nick Roth Geotech	Robert Wood Electrical Lead	Burns, Steve DDL/CAD Lead	Rajan Vasudevan GIS	CAD Tech CAD	Ed Meyer Costing	Senior Mechanical Mechanical	Mechanical EIT Mechanical	Noah Johnson Process Design Lead	Shashi Kambhampati EIT	Process Modeler BioWin/Pro2D (Process)	Crystal Brown Document Specialist	Karla Albert/Alex M Subcontracting / Project Controls	SUBTOTAL HRS	SUBTOTAL	Multiplier 3.04	SUBTOTAL EXPENSES	SUBTOTAL EXPENSES	TOTAL
Task Series 600 - Project Management Year 2	**164**	**30**	**20**	**56**	**33**	**0**	**9**	**9**	**9**	**8**	**20**	**0**	**25**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**140**	**1**	**2**	**32**	**572**	**$44,856.95**	**$136,365.13**	**$ 2,250**	**$ 2,250**	**$ 138,615**
601 - PM Services	40																				20				60	$4,238.33	$12,884.53	$ -	$ -	$ 12,885
602 - Monthly Invoicing and PSRs	24																				24			**12**	60	$3,675.69	$11,174.10	$ -	$ -	$ 11,174
603 - Subconsultant Agreements and Admin	16																				10			**20**	46	$2,757.02	$8,381.33	$ -	$ -	$ 8,381
604 - Quality Control	8	30		12			8		8	8	20		16												110	$9,189.53	$27,936.18	$ -	$ -	$ 27,936
605 - Project Kickoff Meeting - Design	8			4	1		1	1	1				1							4	8	1			30	$2,366.90	$7,195.36	$ 2,000	$ 2,000	$ 9,195
606 - Work Plan	8		20																		24		2		54	$3,633.21	$11,044.94	$ -	$ -	$ 11,045
607 - Progress Meetings	36			16	8			8					8							10	30				116	$9,358.92	$28,451.11	$ 250	$ 250	$ 28,701
608 - Coordination with Data Centers	24			24	24																24				96	$9,637.36	$29,297.57	$ -	$ -	$ 29,298
																									0	$0.00	$0.00		$ -	$ -
Task Series 700 - Rocky Branch Design Services	**106**	**12**	**26**	**26**	**0**	**0**	**110**	**20**	**200**	**0**	**10**	**40**	**250**	**100**	**10**	**740**	**60**	**30**	**120**	**240**	**45**	**10**	**136**	**0**	**2291**	**$145,311.72**	**$441,747.64**	**$ 1,200**	**$ 1,200**	**$ 442,948**
701 - Hydrocyclone Design Phase Services	20	2					20	20	80				20	20	2	160	12	10	40	100	10		30		546	$33,720.03	$102,508.89	$ -	$ -	$ 102,509
702 - Electrical Improvements Design Phase Services	20	2											140	20	2	200	12				5		35		436	$26,038.09	$79,155.81	$ -	$ -	$ 79,156
703 - Aeration Basin Design Phase Services	20	2		10					80				40	20	2	220	12	10	40	100		10	35		601	$37,226.89	$113,169.74		$ -	$ 113,170
704 - Aerated Sludge Holding Tank Inspection Services	5.5	2	26				30						10		2								10		86	$6,801.74	$20,677.29	$ 1,200	$ -	$ 20,677
705 - Aerated Sludge Tank Design Phase Services	20	2		16			40		40				40	20		40	12	10	40	40	10		16		346	$24,778.16	$75,325.61	$ -	$ -	$ 75,326
706 - Influent Sampling Point Design Phase Services	20	2					20				10	40		20	2	120	12				20		10		276	$16,746.81	$50,910.31	$ -	$ -	$ 50,910
Task Series 800 - Envision Sustainability of Rocky Branch Improvements	**4**	**0**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**10**	**0**	**42**	**$2,825.86**	**$8,590.63**	**$ -**	**$ -**	**$ 8,591**
801 - Envision Verification	4					20															8		10		42	$2,825.86	$8,590.63		$ -	$ 8,591
Task Series 900 - MDNR/Water Quality Trading Coordination	**40**	**0**	**0**	**20**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**110**	**$9,306.84**	**$28,292.81**	**$ -**	**$ -**	**$ 28,293**
901 - Upstream Water Quality Trading Program Assistance	20			10																	20				50	$4,002.21	$12,166.72		$ -	$ 12,167
902 - MDNR Coordination	20			10	10																20				60	$5,304.63	$16,126.08		$ -	$ 16,126
Task Series 1000 - Bid Phase Services	**40**	**8**	**0**	**0**	**0**	**0**	**12**	**0**	**16**	**16**	**0**	**8**	**16**	**8**	**0**	**16**	**0**	**0**	**16**	**16**	**16**	**0**	**16**	**0**	**204**	**$13,754.98**	**$41,815.14**	**$ 1,000**	**$ 1,000**	**$ 42,815**
1101 - Rocky Branch Bid Phase Services	40	8	0	0	0	0	12	0	16	16		8	16	8		16			16	16	16	0	16	0	204	$13,754.98	$41,815.14	$ 1,000	$ 1,000	$ 42,815
BASIC SERVICES PROJECT TOTAL	**354**	**50**	**46**	**102**	**43**	**20**	**131**	**29**	**225**	**24**	**30**	**48**	**291**	**108**	**10**	**756**	**60**	**30**	**136**	**270**	**249**	**11**	**164**	**32**	**3,219**	**$216,056.36**	**$656,811.35**	**4,450**	**4,450**	**$ 661,261**
Subcontractor A																									**0**	**$0.00**	**$0.00**	**$ 81,000**	**$ 81,000**	**$ 81,000**
T&B																									0	$0.00	$0.00	$ 81,000		$ -
Subcontractor B																									**0**	**$0.00**	**$0.00**	**$ 111,000**	**$ 111,000**	**$ 111,000**
EAE																									0	$0.00	$0.00	$ 111,000		$ -
Subcontractor C																									**0**	**$0.00**	**$0.00**	**$ 30,000**	**$ 30,000**	**$ 30,000**
TSI																										$0.00	$0.00	$ 30,000		
Subcontractor D																									**0**	**$0.00**	**$0.00**	**$ -**	**$ -**	**$ -**
Lynchpin																									0	$0.00	$0.00	$ -	$ -	$ -
Subcontractor E																									**0**	**$0.00**	**$0.00**	**$ 15,000**	**$ 15,000**	**$ 15,000**
Geosyntec																									0	$0.00	$0.00	$ 15,000		$ -
SUBCONSULTANT TOTALS																									**0**	**$0.00**	**$0.00**	**$ 237,000**	**$ 237,000**	**$ 237,000**
Bill Rate (Raw x 3.04)	$ 252.35	$ 184.38	$ 272.05	$ 432.92	$ 395.94	$ 264.12	$ 264.54	$ 136.01	$ 248.27	$ 255.67	$ 263.39	$ 222.91	$ 235.97	$ 184.15	$ 184.37	$ 139.84	$ 320.63	$ 258.40	$ 139.84	$ 211.07	$ 139.53	$ 203.68	$ 118.27	$ 147.42				*Escalation*	*Escalation*	$ 7,315
PROJECT TOTAL	**354**	**50**	**46**	**102**	**43**	**20**	**131**	**29**	**225**	**24**	**30**	**48**	**291**	**108**	**10**	**756**	**60**	**30**	**136**	**270**	**249**	**11**	**164**	**32**	**3,219**	**$216,056.36**	**$656,811.35**	**$ 241,450**	**$ 241,450**	**$ 905,576**

Original Contract Breakdown
Authorized Funding Breakdown

		Task	LBR	Expenses
		100	$ 54,052.00	$ 2,000.00
	Jacobs	200	$ 78,817.00	$ 5,800.00
		300	$ 158,030.00	$ 4,000.00
		400	$ 3,010.00	$ -
			$ 293,909.00	$ 11,800.00
				$ 305,709.00
		Geosyntec	$ 14,927.00	
	Subs	T&B	$ 55,000.00	
		EAE	$ 21,856.00	
			$ 91,783.00	**$ 91,783.00**
Planned			**Original Authorized**	**$ 397,492.00**
MBE	11.0%	Optional Services Breakdown		
WBE	11.0%	Jacobs	$ 68,840.00	$ 500.00
		EAE	$ 23,963.00	$ -
		Lynchpin	$ 9,181.00	$ -
			$102,484.00	$ 101,984.00	$ 500.00
Optional Services 1 - Authorized June 2024			$ 73,020.88	$ 470,512.88	Authorized = New Amount
Optional Services 2 Authorized Nov 2024			$ 29,463.12	$ 499,976.00	Authorized = Contract Max
			Total Contract	**$ 499,976.00**	

		Original contract	**Amendment 1**	**Total Contract**	
Jacobs LBR		$ 293,909.00	$ 656,811.35	$ 950,721.00	Jacobs LBR
Jacobs Exp		$ 11,800.00	$ 4,450.00	$ 16,250.00	Jacobs Exp
Geosyntec		$ 14,927.00	$ 15,000.00	$ 29,927.00	Geosyntec
T&B		$ 55,000.00	$ 81,000.00	$ 136,000.00	T&B
EAE		$ 21,856.00	$ 111,000.00	$ 132,856.00	EAE
Optional Services	Jacobs	$ 68,840.00	$ -	$ 68,840.00	Jacobs
Break out in	EAE	$ 23,963.00	$ -	$ 23,963.00	EAE
Original Contract	Lynchpin	$ 9,181.00		$ 9,181.00	Lynchpin
TSI		$ -	$ 30,000.00	$ 30,000.00	TSI
Optional Services			$ 100,000.00	$ 100,000.00	
Escalation			$ 7,315.00	$ 7,315.00	
		$ 499,476.00	$ 1,005,577.00	**$ 1,505,053.00**	
MBE		11.0%		11.03%	MBE
WBE		11.0%		11.03%	WBE