

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 60810118 / CONTRACT NO. 1704**  
**FOR REGULATORY COMPLIANCE AND CAPITAL**  
**IMPROVEMENT PLANNING OPTIMIZATION**  
**WATER SERVICES DEPARTMENT**

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

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.** The services to be provided under this Agreement are for the following project (Project) and purpose:

This Project will provide program management services to assist the City in the continued implementation of the Smart Sewer Program.

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

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

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

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

#### Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$4,600,000.00, as follows:

1. \$3,024,585.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment J**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$1,490,410.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional; outside reproduction of final deliverables; local transportation to and from the project area; \$5.00 per staff hour technology fee; field truck, and equipment costs on a per mile basis using federal GSA rate or an hourly unit price basis (not to exceed \$45.00 per crew hour) for collection system characterization, manhole inspections, and flow monitoring services; and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$85,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of

personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

**B. Method of Payment.**

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

**C. Condition Precedent to Payment.**

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, Non-Construction Application for Payment, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

Office of the Director  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-1360  
Facsimile: (816) 513-0226  
E-mail address: wes.minder@kcmo.org

**Design Professional:**

**Burns & McDonnell Engineering Company, Inc.**

John J. Pruss, P.E.  
Director, Program Management  
9450 Ward Parkway  
Kanas City, MO 64114  
Phone: (816) 627-4772  
Facsimile: (816) 822-3452  
E-mail address: [jjpruss@burnsmcd.com](mailto:jjpruss@burnsmcd.com)

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

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

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

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.

- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City Licensed Geographical Information System Data set forth in **Attachment E**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

- Attachment A** Scope of Services
- Attachment B** Electronic Data Requirements
- Attachment C** Engineering Fee Summary and Schedule of Position Classifications
- Attachment D** Licensed Geographical Information System Data
- Attachment E** HRD Documents
  - 1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
  - 2. 00450.01: Letter of Intent to Subcontract
  - 3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
  - 4. 00470 HRD Form 11: Request for Modification or Substitution
  - 5. 01290.14: Contractor Affidavit for Final Payment
  - 6. 01290.15: Subcontractor Affidavit for Final Payment
- Attachment F** Employee Eligibility Verification Affidavit
- Attachment G** Truth-In-Negotiation Certificate
- Attachment H** Affidavit of Compliance with the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0487-GAF  
*Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>*
- Attachment I** Non-Construction Subcontractors Listing
- Attachment J** Non-Construction Application for Payment

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

## **Attachment I.**

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

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

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

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

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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy Director

Water Services Department

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

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

#### Sec. 2. Indemnification for Professional Negligence.

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

#### Sec 3. Insurance.

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



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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory  
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Sec. 4. Design Standards and Endorsement.**

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

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

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

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

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

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

#### **Sec. 5. Copyright and Ownership of Documents.**

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

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

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

#### **Sec. 6. Governing Law.**

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

#### **Sec. 7. Compliance with Laws.**

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

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

#### **Sec. 8. Termination for Convenience.**

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

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

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

#### **Sec. 9. Default and Remedies.**

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

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

#### **Sec. 10. Waiver.**

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

#### **Sec. 11. Acceptance.**

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

#### **Sec. 12. Modification.**

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

#### **Sec. 13. Headings; Construction of Agreement.**

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

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

#### **Sec. 14. Severability of Provisions.**

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

#### **Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Tax Compliance.**

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

#### **Sec. 17. Assignability and Subcontracting.**

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

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

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

#### **Sec. 18. Conflicts of Interest.**

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

#### **Sec. 19. Conflict of Interest - Certification.**

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

#### **Sec. 20. Buy American Preference.**

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city

Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

#### **Sec. 21. Independent Contractor.**

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

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Quality Services Assurance Act.**

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

**Sec. 24. Anti-Discrimination Against Israel.**

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

**Sec. 25. Title VI of the Civil Rights Act of 1964.**

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

**Sec. 26. Non-Discrimination in**

**Employment.**

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

**Sec. 27. Ban the Box in Hiring and Promotion.**

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

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

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

**Sec. 28. Affirmative Action.**

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

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

CREO at any point within the previous two (2) calendar years.

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

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

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

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



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

### **Section 30. Truth-In-Negotiation Certificate.**

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

### **Section 31. Consent Decree Project**

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

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

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

**ATTACHMENT A**

**SCOPE OF SERVICES**

DRAFT

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Design Professional: Burns and McDonnell Engineering Company, Inc.

Owner: City of Kansas City, Missouri

Project: Regulatory Compliance and Capital Improvement Planning Optimization

City Project No.: 60810118

City Contract No.: 1704

**I. GENERAL**

The City of Kansas City, Missouri (City) is implementing the City's Smart Sewer Program (SSP) in accordance with a Federal Consent Decree and has selected the Design Professional (DP) to provide program management services as its Program Manager. Under this Design Professional Services (DPS) Agreement, the Program Manager will provide Consent Decree modification services and hydraulic modeling services to verify performance of completed projects and achievement of performance criteria for the 2024 Phase 1 Interim Milestone, as defined in the Consent Decree. Program Manager will also provide data management support services and green infrastructure implementation post-construction performance monitoring and training services through FY25.

- A. The Project.** Program Manager will provide consulting services, and experienced staff resources to assist City in the development of program deliverables as defined in this Scope of Services. Project deliverables defined in this Scope of Services will be developed jointly by City and Program Manager in a coordinated fashion. Due to the nature of program needs over the term of this contract, certain work tasks, products or activities may change, or extend beyond this Scope of Services as mutually agreed upon by City and Program Manager.
- B. Federal Consent Decree.** This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Plan. As such, requirements of the Federal Consent Decree must be adhered to by DP and its subconsultants and subcontractors. The City's Third Amended Consent Decree filed on March 3, 2021, represents the Consent Decree referenced herein.
- C. Additional Services.** At the discretion of City and during the completion of the professional services defined in this Agreement, Program Manager may be requested to provide additional City-authorized services related to program management under an amendment to this Agreement and/or a separate Design Professional Services agreement.

## **II. BASIC SCOPE OF SERVICES**

The Basic Scope of Services to be provided by DP the Program Manager under this DPS Agreement are described below and organized under the following Task Series (Service Lanes):

TASK SERIES 100 – PROGRAMMATIC ACTIVITIES

TASK SERIES 200 – DATA MANAGEMENT

TASK SERIES 300 – SYSTEM PLANNING AND ASSESSMENT

TASK SERIES 400 – NOT USED

TASK SERIES 500 – WATER QUALITY MODELING ASSESSMENTS

TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION

### **DESCRIPTION OF BASIC SCOPE OF SERVICES**

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

#### **A. TASK SERIES 100 – PROGRAMMATIC ACTIVITIES**

Below are specific programmatic activity tasks to be performed by Program Manager during the service period. Program Manager will provide additional programmatic services as requested by KC Water and mutually agreed upon as Optional Services.

##### **101 PROGRAM MANAGEMENT AND ADMINISTRATION**

Program Manager will direct and oversee each element of work identified herein and manage the subconsultants employed by Program Manager. Program Manager will be responsible for guidance, oversight, and recommendations for program management activities under this Scope of Services. Subtasks include:

- a.** Monthly Invoicing and Progress Status Reporting. Prepare and submit a monthly invoice for program management services rendered with supporting cost backup and monthly spent rate. The monthly project status report shall identify work performed by Program Manager; potential program management scope variances with corrective action; an assessment of Program Manager’s ability to meet M/WBE participation goals; an estimate of work percent completion of the Basic Scope of Services based on the work completed; and an estimate of earned value associated with the work tasks shown in the Engineering Fee Summary contained in Attachment C of this Agreement. A brief narrative shall be provided to describe the work activity performed for each task during the reporting period.
- b.** Subconsultant Agreements and Administration. Prepare a scope, budget, schedule, and agreement for Program Manager’s subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review professional services, work products and deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements including review of services, work products and deliverables, subconsultant invoices, and

schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the City's Civil Rights & Equal Opportunity (CREO) Department.

## **102 PUBLIC COMMUNICATIONS AND OUTREACH**

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

## **103 CONSENT DECREE MODIFICATION STRATEGIC PLANNING**

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

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

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

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

## **104 PROJECT FUNDING APPLICATION ASSISTANCE**

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

## **B. TASK SERIES 200 – DATA MANAGEMENT**

### **201 UPDATE SYSTEMS OF RECORD**

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

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

**C. TASK SERIES 300- SYSTEM PLANNING AND ASSESSMENT**

**301 SYSTEM PLANNING AND HYDRAULIC ASSESSMENT**

Program Manager will assist City with collection system planning and hydraulic assessments in support of Consent Decree compliance and individual SSP projects using the current version of existing hydraulic models, including the following subtasks:

- a. Pied Creek Basin. Program manager will complete the development of a pre-construction model network and complete model calibration and verification using data from up to 9 flow meters.
- b. Hydraulic Assessment of Design and Construction Projects. Hydraulic model validation and assessments will be performed in support of Consent Decree control measure implementation and to demonstrate City's achievement of Consent Decree 2024 interim milestone performance criteria. Program Manager will perform hydraulic model validation and assessment in select portions of individual basin models, including where Design Professionals have submitted design models. The following list identifies the individual basins in which project-specific hydraulic model validation assessment will be conducted, including the associated number of flow meters to be used:

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

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

### **302 SYSTEMWIDE HYDRAULIC MODEL MAINTENANCE AND MANAGEMENT**

Program Manager will assist the City with system-wide hydraulic model maintenance and management for existing and future conditions in support of implementation of the System Wide Model Update Plan. Maintenance will cover updating of the existing and future systemwide conditions models based on project specific and basin updates. Management will cover incorporation of post-design models in the existing and future conditions systemwide models, as needed.

In addition to model updates, this subtask includes assessing the impact on the existing and future conditions systemwide models at the completion of projects utilizing available post-construction performance data and the updated hydraulic models. This task is necessary to demonstrate the City's achievement of Consent Decree 2024 interim milestone performance criteria.

This includes the following subtasks:

- a. The future conditions system-wide model for 2030 and 2035 capture conditions will be run one time in FY24 to demonstrate current CSO volumes and percent capture using the Typical Year design storm. Maintain system-wide future conditions model as needed to reflect individual basin and project specific model enhancements based on collection system characterization, sewer main extensions, and projects completed to-date within individual basins and/or subbasins.

- b. Program Manager will update and recalibrate, as needed, the Middle Blue River and Blue River Central basin models using flow data from up to 53 meters to support system-wide model updates based on upstream basins being updated prior to downstream basins to eliminate uncertainties in downstream basin recalibrations. Model basin updates will include model enhancements based on collection system characterization, collection system sewer main extensions, and projects completed within each basin.
- c. 2024 Interim CD Milestone Compliance Hydraulic Assessment. The Program Manager will use the 2024 interim conditions model to commence assessment of projects completed through December 31, 2024, utilizing available post-construction performance data and the updated hydraulic models for the 2024 CD interim milestone. Tasks include preparation of the integrated systemwide hydraulic model to assess the achievement of the 2024 CD interim milestone for the capture of wet weather flow in support of the CD Phase 1 Interim Percent Capture assessment. The systemwide hydraulic model will be used to assess CSO volumes at diversion structures for the typical year continuous simulation and I/I reduction at the basin level where I/I reduction projects have been completed.

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

- d. Program manager will assist the City with application of formal optimization technology to evaluate conveyance, storage, high-rate treatment, and I/I removal alternatives for the following Basins and design criteria.
- Program Manager will apply formal optimization technology to evaluate alternatives for the Northland basins (Line Creek, Rock Creek, and Birmingham). Determine the least-cost combination of capital improvements to resolve SSOs for the 2 year, 24 hours NOAA Atlas 14. Submit a technical memorandum summarizing the optimization methodology, assumptions and results from the analysis. Recommend high-priority capital improvement projects and additional investigation required in the northern basins.
  - Application of formal optimization technology to evaluate alternatives for the Blue River Interceptor Sewer (Blue River South, Middle Blue River, Town Fork Creek, Brush Creek, Round Grove, Blue River Central, Gooseneck, and Lower Blue River). Determine the least-cost combination of capital improvements to resolve SSOs for the typical year NOAA Atlas 14, achieving a minimum of 85% in the combined sewer basins (Middle Blue River, Town Fork Creek, Brush Creek, Gooseneck, and Lower Blue River). Submit a technical memorandum summarizing the optimization methodology, assumptions and results from the analysis. Recommend high-priority capital improvement projects and additional investigation required along the Blue River Interceptor Sewer.
- e. Program Manager will update and recalibrate, as needed, the Blue River North, Round Grove, and Lower Blue River basin models using flow data from up to 32 meters to



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

### **303 TEMPORARY FLOW AND RAINFALL MONITORING SERVICES**

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

### **304 MANHOLE SURVEY PLANS**

Program Manager will assist the City in developing a manhole and diversion structure survey plans for the NEID and Gooseneck Creek basins. These plans will be for updating of the City's existing core hydraulic model connectivity, confirm manhole and diversion structure representations, support of the extension of the hydraulic model to critical areas, and enhancement of the existing physical system data in the hydraulic model. These field survey plans and survey data review are necessary to collect data prior to model updates in FY 25. These updated hydraulic models will be used for the development of the Further Measures Plan required by Consent Decree and the assessment of 2030 interim conditions, along with the schedule for basin model updates as defined in the FY23 Model Update Plan.

#### **D. TASK SERIES 400 – Not Used**

#### **E. TASK SERIES 500 – WATER QUALITY MODELING ASSESSMENTS**

##### **501 INCREMENTAL IN-STREAM WATER QUALITY CHANGE**

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

#### **F. TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION**

##### **601 POST-CONSTRUCTION PERFORMANCE MONITORING**

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

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

- b.** Opti CMAC at Additional Sites: Program Manager will assist KC Water identify and evaluate up to four existing stormwater management sites for potential retrofits with Opti CMAC and assist City select six sites for Opti CMAC implementation FY24 and FY25. Work will include site visits to characterize the existing inflow and outflow configurations. Conceptual design for retrofitting or reconfiguring outlet structures will be developed to facilitate Opti CMAC technology deployment. An opinion of probable construction cost will be developed for each site. Upon approval by City to move forward with identified sites, Program Manager will develop design and construction documents for City to bid three sites. Program Manager will provide bid, construction administration, and Opti CMAC site commissioning support services as requested by the City.
- c.** Existing Green Infrastructure Troubleshooting/Retrofits: Program Manager will assist KC Water with green infrastructure troubleshooting for existing sites experiencing performance issues as requested by City. Assistance will include troubleshooting of issues and preliminary design of retrofit solutions. Detailed design and construction phase services will be provided as Optional Services. Program Manager will assist City with up to three (3) retrofit preliminary design solutions.
- d.** Establishment Period Inspections: Program Manager will assist KC Water with performing condition assessments of new green infrastructure installations during the plant establishment and contractor correction/maintenance periods for up to three (3) green infrastructure projects.

## **602 GREEN INFRASTRUCTURE TRAINING**

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

### III. OPTIONAL SERVICES

Under this Contract, the City may request the Program Manager to provide a wide range of staff resources to supplement and support City Staff with utility operations and implementation of the City's Infrastructure Programs. Any work requested by City that is not specifically stated in one of the Basic Scope of Services listed above, or work requested beyond the quantity defined in the Basic Scope of Services will be classified as Optional Services. Program Manager's contract maximum upper limit for compensation includes a total allowance amount of \$385,000.00 for Optional Services not yet authorized by City that may be required throughout the course of the work. This allowance amount shall not be utilized by Program Manager unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Program Manager approved to utilize any of the allowance amount, unless the City provides written authorization to Program Manager that includes the scope of work and for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Anticipated Optional Services may include, but not limited to:

1. Assist the City in developing tools for managing the City's Green Infrastructure O&M Program to meet the key performance indicators.
2. Green Infrastructure Partnership Program Framework. Development of a green infrastructure partnership program framework to provide a consistent and standardized application process for other City departments and private developers to apply for SSP partnership funding to include green infrastructure within their projects.
3. Green Infrastructure Monitoring Data Dashboard. Development of a digital database of the SSP collected green infrastructure monitoring data. This database will be developed in coordination with the City and SSP dashboard development team so the data can be easily accessed on SSP Dashboard.
4. Task 302 Optimizations - Assist the City with application of formal optimization technology to evaluate conveyance, storage, high-rate treatment, and I/I removal alternatives for the following Basins and design criteria.
  - a. Application of formal optimization technology to evaluate alternatives for the Systemwide Model. Determine the least-cost combination of capital improvements to resolve SSOs for the typical year NOAA Atlas 14, achieving a minimum of 85% in the combined sewer basins (Middle Blue River, Town Fork Creek, Brush Creek, Gooseneck, Turkey Creek, CID, NEID, and Lower Blue River). Recommend high-priority capital improvement projects and additional investigation required for the Systemwide Model.
  - b. Application of multi-objective optimization to Systemwide optimization model to determine the sequence of project implementation that achieves maximum return on investment. The objective of this task is to apply formal optimization technology to prioritize capital improvements required to achieve Consent Decree compliance. Formulate Optimizer to include all recommended overflow control measure improvements from city-wide optimization and individual basin optimizations such that the optimization will evaluate and prioritize the sequence of implementing these control measures.

- c. Adaptive Management Framework – Program Manager will assist City strategically drive overflow control program solution optimization including extensive utilization of green infrastructure in lieu of and in addition to structural controls, potential re-ordering, or substitution of projects in a manner to achieve interim and final wet weather flow capture requirements. Assist City with managing risk and formulate basis for strategic execution of adaptive management. Conduct coordination meetings with City staff as needed to review on-going adaptive management planning and hydraulic modeling activities and discuss project concept development efforts for changes to a planned control measure or alternative control measure. Develop project control measure concepts, preliminary planning-level project budgets, system characterization and/or flow monitoring data collection and performance analysis needs, and preliminary project implementation schedules for each alternative control measure.

#### **IV. CITY’S RESPONSIBILITIES**

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

1. Provide to Program Manager available information pertinent to performance of the defined Basic Scope of Services, including GIS shape files of collection system asset inventory, collection system maintenance records, previous reports, drawings, specifications, wastewater system O&M records and any other data relative thereto.
2. City will provide the services of at least one City employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
3. Manage collection system sensor network field services contracted by KC Water with others and provide information and data to Program Manager to support model refinements and updates, and to support other SSP projects.
4. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by Program Manager.
5. City’s PMs will be responsible for managing the scope, schedule, budget, and potential risk exposure of each assigned project for them under SSP and to perform project management activities within the Project Delivery Task framework for the SSP.
6. City will provide Program Manager with flow monitoring data collected by others under the City’s Smart Sewer Network Field Services Contract for approximately 20 monitoring locations for hydraulic model maintenance use.
7. City will be responsible for maintenance and administration of City-provided project management system (e-Builder) and workflow planning, development and implementation of new e-Builder functionality, and training system users on the use of new functionality to meet SSP needs.

(End of Scope of Services)

**ATTACHMENT C**

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

DRAFT

		Labor												
Task Number	Task Description	17	16	15	14	13	12	11	10	9	8	Total Hours	Total Labor Billings	
<b>Task Series 100: Programmatic Activities</b>														
101	Program Management and Administration	124	12	160	250	18	96	0	0	100	0	760	178,348	
102	Public Communications & Outreach	0	0	0	0	0	16	0	0	0	0	16	2,800	
103	CD Modification Strategic Planning	1,432	280	270	810	0	0	0	0	272	0	3,064	818,052	
104	Project Funding Application Assistance	48	0	40	0	0	248	0	0	0	0	336	68,520	
	<b>100 Subtotal</b>	<b>1,604</b>	<b>292</b>	<b>470</b>	<b>1,060</b>	<b>18</b>	<b>360</b>	<b>0</b>	<b>0</b>	<b>372</b>	<b>0</b>	<b>4,176</b>	<b>1,067,720</b>	
<b>Task Series 200: Data Management</b>														
201	Update Systems of Record	36	0	0	220	100	120	0	0	1,085	0	1,561	242,740	
	<b>200 Subtotal</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>220</b>	<b>100</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>1,085</b>	<b>0</b>	<b>1,561</b>	<b>242,740</b>	
<b>Task Series 300: System Planning and Assessment</b>														
301	System Planning & Hydraulic Assessment	192	194	0	563	160	115	180	0	440	0	1,844	393,637	
302	Systemwide Hydraulic Model Maintenance & Mgmt	212	397	60	1,073	120	615	430	0	976	0	3,883	789,100	
303	Temporary Flow and Rainfall Monitoring Services	0	0	0	0	104	0	0	320	104	0	528	82,512	
304	Manhole Survey Plans	0	4	0	60	0	0	0	0	160	0	224	36,012	
	<b>300 Subtotal</b>	<b>404</b>	<b>595</b>	<b>60</b>	<b>1,696</b>	<b>384</b>	<b>730</b>	<b>610</b>	<b>320</b>	<b>1,680</b>	<b>0</b>	<b>6,479</b>	<b>1,301,261</b>	
<b>Task Series 400: Not Used</b>														
	<b>400 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Task Series 500: Water Quality Modeling Assessments</b>														
501	Incremental In-Stream Water Quality Change	0	0	0	16	0	0	0	0	0	0	16	4,000	
	<b>500 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>4,000</b>	
<b>Task Series 600: Green Infrastructure Implementation</b>														
601	Post-Construction Performance Monitoring	32	108	32	0	156	252	0	648	480	336	2,044	319,352	
602	Green Infrastructure Training	4	16	0	0	96	8	0	240	0	240	604	89,512	
	<b>600 Subtotal</b>	<b>36</b>	<b>124</b>	<b>32</b>	<b>0</b>	<b>252</b>	<b>260</b>	<b>0</b>	<b>888</b>	<b>480</b>	<b>576</b>	<b>2,648</b>	<b>408,864</b>	
	<b>Subtotal Task Series 100 - 600</b>	<b>2,080</b>	<b>1,011</b>	<b>562</b>	<b>2,992</b>	<b>754</b>	<b>1,470</b>	<b>610</b>	<b>1,208</b>	<b>3,617</b>	<b>576</b>	<b>14,880</b>	<b>3,024,585</b>	
	<b>Optional services</b>													
	<b>Total FY24</b>													

		Subconsultants													
Task Number	Task Description	3T- (MBE/WBE)	Babette Macy-WBE	Dubois-MBE	HG -MBE	Lynchpin- WBE	Parson- MBE	T&B- MBE	Trekk- WBE	Limnotech	Vireo- WBE	NEER - MBE	WCS	Hydro- Digital	Total Subconsultants
<b>Task Series 100: Programmatic Activities</b>															
101	Program Management and Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
102	Public Communications & Outreach	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 15,000
103	CD Modification Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -				\$ 50,000
104	Project Funding Application Assistance	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 10,000
	<b>100 Subtotal</b>	\$ -	\$ 10,000	\$ -	\$ -	\$ 40,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
<b>Task Series 200: Data Management</b>															
201	Update Systems of Record	\$ 288,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 78,000	\$ -	\$ -				\$ 411,000
	<b>200 Subtotal</b>	\$ 288,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 411,000
<b>Task Series 300: System Planning and Assessment</b>															
301	System Planning & Hydraulic Assessment	\$ -	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,500	\$ -	\$ -	\$ 170,500
302	Systemwide Hydraulic Model Maintenance & Mgmt	\$ -	\$ -	\$ 84,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,300	\$ 75,000	\$ 75,000	\$ 315,000
303	Temporary Flow and Rainfall Monitoring Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
304	Manhole Survey Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600	\$ -	\$ -	\$ 6,600
	<b>300 Subtotal</b>	\$ -	\$ -	\$ 194,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,400	\$ 75,000	\$ 75,000	\$ 492,100
<b>Task Series 400: Not Used</b>															
	<b>400 Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task Series 500: Water Quality Modeling Assessments</b>															
501	Incremental In-Stream Water Quality Change	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -				\$ 50,000
	<b>500 Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>Task Series 600: Green Infrastructure Implementation</b>															
601	Post-Construction Performance Monitoring	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ 40,000	\$ -	\$ 110,000				\$ 310,000
602	Green Infrastructure Training	\$ -	\$ 1,200	\$ -	\$ 8,600	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -				\$ 17,800
	<b>600 Subtotal</b>	\$ -	\$ 1,200	\$ -	\$ 88,600	\$ -	\$ -	\$ 88,000	\$ 40,000	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 327,800
	<b>Subtotal Task Series 100 - 600</b>	\$ 288,000	\$ 11,200	\$ 194,700	\$ 88,600	\$ 40,000	\$ 25,000	\$ 133,000	\$ 118,000	\$ 50,000	\$ 110,000	\$ 147,400	\$ 75,000	\$ 75,000	\$ 1,355,900
	<b>Optional services</b>														
	<b>Total FY24</b>														

		Summary Totals				Goals by Task			
Task Number	Task Description	Total Labor Billings	Total Subconsultants	Direct Expenses	Total Costs	MBE	% of MBE Goal	WBE	% of WBE Goal
Task Series 100: Programmatic Activities									
101	Program Management and Administration	178,348	\$ -	\$ 11,410	\$ 189,758	\$ -		\$ -	
102	Public Communications & Outreach	2,800	\$ 15,000	\$ 80	\$ 17,880	\$ -		\$ 15,000	
103	CD Modification Strategic Planning	818,052	\$ 50,000	\$ 15,320	\$ 883,372	\$ 25,000		\$ 25,000	
104	Project Funding Application Assistance	68,520	\$ 10,000	\$ 1,680	\$ 80,200	\$ -		\$ 10,000	
	<b>100 Subtotal</b>	<b>1,067,720</b>	<b>\$ 75,000</b>	<b>\$ 28,490</b>	<b>\$ 1,171,210</b>	<b>\$ 25,000</b>	<b>4%</b>	<b>\$ 50,000</b>	<b>11%</b>
Task Series 200: Data Management									
201	Update Systems of Record	242,740	\$ 411,000	\$ 57,805	\$ 711,545	\$ 145,800		\$ 265,200	
	<b>200 Subtotal</b>	<b>242,740</b>	<b>\$ 411,000</b>	<b>\$ 57,805</b>	<b>\$ 711,545</b>	<b>\$ 145,800</b>	<b>21%</b>	<b>\$ 265,200</b>	<b>58%</b>
Task Series 300: System Planning and Assessment									
301	System Planning & Hydraulic Assessment	393,637	\$ 170,500	\$ 9,220	\$ 573,357	\$ 170,500		\$ -	
302	Systemwide Hydraulic Model Maintenance & Mgmt	789,100	\$ 315,000	\$ 19,415	\$ 1,123,515	\$ 165,000		\$ -	
303	Temporary Flow and Rainfall Monitoring Services	82,512	\$ -	\$ 2,640	\$ 85,152	\$ -		\$ -	
304	Manhole Survey Plans	36,012	\$ 6,600	\$ 1,120	\$ 43,732	\$ 6,600		\$ -	
	<b>300 Subtotal</b>	<b>1,301,261</b>	<b>\$ 492,100</b>	<b>\$ 32,395</b>	<b>\$ 1,825,756</b>	<b>\$ 342,100</b>	<b>50%</b>	<b>\$ -</b>	<b>0%</b>
Task Series 400: Not Used									
	<b>400 Subtotal</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
Task Series 500: Water Quality Modeling Assessments									
501	Incremental In-Stream Water Quality Change	4,000	\$ 50,000	\$ 80	\$ 54,080	\$ -		\$ -	
	<b>500 Subtotal</b>	<b>4,000</b>	<b>\$ 50,000</b>	<b>\$ 80</b>	<b>\$ 54,080</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
Task Series 600: Green Infrastructure Implementation									
601	Post-Construction Performance Monitoring	319,352	\$ 310,000	\$ 11,720	\$ 641,072	\$ 160,000		\$ 150,000	
602	Green Infrastructure Training	89,512	\$ 17,800	\$ 4,020	\$ 111,332	\$ 16,600		\$ 1,200	
	<b>600 Subtotal</b>	<b>408,864</b>	<b>\$ 327,800</b>	<b>\$ 15,740</b>	<b>\$ 752,404</b>	<b>\$ 176,600</b>	<b>26%</b>	<b>\$ 151,200</b>	<b>33%</b>
	<b>Subtotal Task Series 100 - 600</b>	<b>3,024,585</b>	<b>\$ 1,355,900</b>	<b>\$ 134,510</b>	<b>\$ 4,515,000</b>	<b>\$ 689,500</b>	<b>15%</b>	<b>\$ 466,400</b>	<b>10%</b>
	<b>Optional services</b>				\$ 85,000				
	<b>Total FY24</b>				\$ 4,600,000	\$ 689,500	15%	\$ 466,400	10%



**ATTACHMENT C**

**COMPENSATION SCHEDULE  
(Effective Through 12/31/23)**

<b><u>Position Classification</u></b>	<b><u>Classification Level</u></b>	<b><u>Hourly Compensation Range</u></b>
General Office*	5	\$11.00 - \$39.00
Technician*	6	\$16.00 - \$45.00
Assistant*	7	\$18.00 - \$55.00
	8	\$19.00 - \$60.00
	9	\$23.00 - \$70.00
Staff*	10	\$24.00 - \$77.00
	11	\$25.00 - \$82.00
Senior	12	\$34.00 - \$86.00
	13	\$36.00 - \$97.00
Associate	14	\$42.00 - \$105.00
	15	\$56.00 - \$112.00
	16	\$61.00 - \$123.00
	17	\$71.00 - \$133.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$300 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (\*) will be based on 1.5 times the employee's hourly billing rate.

7. A charge will be applied at a rate of \$5.00 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
8. The services of contract/agency and/or any personnel employed in the United States by a subsidiary or affiliate of Burns & McDonnell Engineering Company, Inc. shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell Engineering Company, Inc.”
9. The hourly compensation ranges shown above are effective through December 31, 2023 and subject to revision thereafter.
10. The services of all personnel employed by Burns & McDonnell India, a subsidiary to Burns & McDonnell Engineering Company, Inc. will be billed to Owner at a standard billing rate of \$100/hour.