

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 60810092 / CONTRACT NO. 1635-1**  
**FOR SMART SEWER PROGRAM MANAGEMENT SERVICES**  
**WATER SERVICES DEPARTMENT**

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

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

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

This Project will provide for program management services required 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 \$12,000,000.00, as follows:

1. \$7,851,646.00 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**. In addition, field investigation labor will be compensated on a unit price basis. 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 \$2,900,354.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional; outside reproduction of final deliverables; local transportation in the project area; \$5.00 per staff hour technology fee; field truck, ATV, 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. Subcontractor’s office personnel labor costs will 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 \$1,248,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

D. Matt Bond, P.E.  
Deputy Director  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-0168  
Facsimile: (816) 513-0226  
E-mail address: [matt.bond@kcmo.org](mailto:matt.bond@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: D. Matt Bond, P.E.

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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

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

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

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

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

B. Design Professional shall use

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

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

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

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

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sec. 12. Modification.**

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

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

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

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

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

**Sec. 15. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of 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. Affirmative Action.**

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



disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

1. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
2. 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 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 calendar years.
3. 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.
4. 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.

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 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 17. Tax Compliance.**

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$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. 18. Assignability and Subcontracting.**

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

B. Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been

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

**Sec. 19. Conflicts of Interest.**

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

**Sec. 20. Conflict of Interest - Certification.**

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

**Sec. 21. Buy American Preference.**

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

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

**Sec. 22. Independent Contractor.**

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

**Sec. 23. Employee Eligibility Verification.**

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

**Sec. 24. Quality Services Assurance Act.**

Design Professional certifies Design Professional will pay all employees who will

work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

**Sec. 25. 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. 26. 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.

**Sec. 27. 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 - \$1,000.00 per day;  
Day 31 through Day 60- \$2,000.00 per day;  
Day 61 and thereafter - \$4,000.00 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: Smart Sewer Program Management Services – FY2023  
City Project No: 60810092  
City Contract No. 1635-1

**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 to provide program management services as its Program Manager. Under this Design Professional Services (DPS) Agreement, the Program Manager will continue to assist the City in implementing its Smart Sewer Program (SSP) during FY2023 through the City’s Water Services Department (WSD), also referred hereafter as KC Water.

- 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 Design Professional and its subconsultants and subcontractors. The City’s Third Amended Consent Decree filed on March 3, 2021, represents the Consent Decree referenced herein. City has established a strategic framework to achieve interim and final performance targets stipulated in the Consent Decree referred to as Smart Sewer Program Vision 2035 that sets six interdependent strategic actions.
- 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.

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

The Basic Scope of Services to be provided by Design Professional 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 – ASSET DATA MANAGEMENT

TASK SERIES 300 – SYSTEM PLANNING, ASSESSMENT AND REHABILITATION

TASK SERIES 400 – PROJECT DELIVERY

TASK SERIES 500 – PRIVATE INFLOW REDUCTION IMPLEMENTATION

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, including but not limited to:

- Strategic planning and implementation of capital projects.
- Project controls management, tracking and trending.
- Task-level experienced staff resources as needed.
- Optimized program delivery efforts to achieve cost-savings.
- Quality control and quality assurance.
- Timely completion of program tasks and activities.
- Measuring and tracking progress towards Consent Decree performance targets; and
- Administration of the program including subconsultant management, monthly invoicing, and project status reporting.

The program management activities to be undertaken are described below.

- a. Program Manager will lead an integrated team of City and Program Manager's staff to provide both strategic and day-to-day oversight and direction to all assigned activities

of the City's SSP and Vision 2035 strategic collaborative actions through the following management personnel:

- **Program Manager.** Provide a Program Manager responsible for oversight of all services performed by the SSP Management Team and be the primary liaison with City management staff. Program Manager will provide strategic planning and coordinate day-to-day activities through Task Leaders and subconsultants. Conduct weekly priority issues coordination meeting to actively address program matters involving both Program Manager and City Staff. Program Manager will maintain a standardized weekly Priority Issues Log developed utilizing information captured in program administration database for coordination of Program priorities with KC Water SSP leadership during weekly Priority Issue Meetings. Program Manager is accountable for required quality control and quality assurance of its work products and services offered. Program Manager will attend City Council meetings, public meetings, public hearings, and regulatory meetings as requested by KC Water.
  - **Program Director.** Provide a Program Director to strategically advise the Program Manager with SSP adaptive management planning, SSP Team resource planning, DPS contracting, subconsultant contracting, the assessment and evaluation of program management team's performance, and Consent Decree compliance
- b. Task Leaders.** Provide Task Leaders responsible for directing and monitoring the day-to-day activities of each of the program management Task Series 100 through 600.
- Task Leaders will be responsible for effectively managing the interdependencies among program activities, assessing the City's potential risk exposure specific to service lane activities, and implementing risk mitigation strategies, proactively resolving issues that arise in a timely manner to advance completion of assigned tasks, and effectively monitoring the work performed by the Program Manager's subconsultants. Task Leaders will drive continuous improvements in their respective service lanes working collaboratively with other program leadership.
  - One hour Task Leader meetings will be held twice a month with Program Manager and City Staff. Each Task Leader will prepare a standardized log utilizing information captured in a program administration database to report work activities being performed and planned, along with activities with potential risk of delay or cost increase. A standardized meeting agenda will also be prepared utilizing information capture in program administration database. Action items discussed during meeting will be documented on meeting agenda and distributed to meeting attendees within two days.
- c. Monthly Invoicing and Progress Status Reporting.** Prepare and submit a monthly invoice for program management services rendered with supporting cost backup; monthly spent rate; monthly full-time equivalent staff utilization tracking in a standardized monthly progress status report deriving information captured in program administration database; and M/WBE subconsultant participation documentation in

accordance with the payment application requirements defined in this Design Professional Services Agreement.

The monthly project status report shall identify work performed by Program Manager; 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.

- d. 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.
- e. Capital Improvement Plan (CIP) Development and Maintenance.** Support City in the planning and budgeting of SSP capital projects for inclusion in the WSD's FY2023-2040 CIP consistent with the Consent Decree. Assist with the development of yearly CIP Planning and CIP Rollout documents as requested by WSD.
- f. SSP Continuous Improvement Initiatives.** Participate in two Continuous Improvement Initiative updates to KC Water leadership by each SSP Team service lane, including potential opportunities; challenges; benefits; programmatic constraints; collaboration needed; and enhancements needed to achieve higher levels of program success that is measurable and demonstrable.
- g. Program Goals Development.** Assist City with establishing programmatic M/WBE goal requests following CREO KC defined procedures for each FY23 SSP project contract. City will provide workflow and procedure to be followed including identification of goal request documentation to be provided to CREO KC for each SSP project contract.
- h. Support SSP Special Topics Presentations.** Prepare for and participate in one-hour long quarterly meetings with KC Water Staff focused on special topics directly related to implementation of the SSP as mutually agreed upon.
- i. Adaptive Management Framework.** Program Manager will assist City with overall programmatic efforts to further develop, modify and implement an Adaptive Management Framework (AMF) consistent with the current Consent Decree and SSP Vision 2035. This effort is to 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.

## **102 CONTRACT ADMINISTRATION**

Program Manager will provide contract administration (CA) support services for SSP projects to be implemented in accordance with City's Consent Decree.

Work collaboratively with KC Water's management; contract administration staff; project management staff; Design Professionals; Contractors, and the City's General Services staff to implement projects through contract development; contract execution; and project management administration inclusive of the following processes:

- Request for funding.
- Request for Qualifications/Proposal (RFQ/P) Development and Advertisement.
- Bid Recommendation/Selection process.
- Design Consultant contract development.
- Ordinance development.
- Design contract execution and Notice to Proceed.
- Contract maintenance including the development, tracking, and processing of amendments, optional services requests, allowance authorizations, change orders, work change directives and construction closeout processes.
- Construction Project Manual Development.
- Bid Advertisement and Award.
- Addenda Issuance.
- Construction contract conformance.
- Construction contract execution and Notice to Proceed.
- Achievement of Full Operation (AFO)
- Contract close-out.

Contract administration (CA) support services generally include:

- a. Track all Smart Sewer contracts through CA activities and display in a standardized activity log. Provide updates of these activities at Task Leader meetings, including details of document status through DocuSign and e-Builder processes.
- b. Coordinate with KC Water Staff to set up new project specific e-Builder sites, with appropriate user roles including new user requests, to route, execute and retain all contract administration documents. This task includes importing documents necessary to migrate active Aconex projects to e-Builder as requested on a case-by-case basis to support performing financial and contractual activities in e-Builder. Purchase Order Encumbrances (POEs) and previously executed documents are imported to assigned locations within e-Builder folder structure.
- c. Provide support, coordination and general oversight of the Program Manager's CA staff and coordinate these efforts with KC Water's administration staff as required.

- d.** Conduct weekly meetings with the CA team consisting of Program Manager and KC Water Staff to collaborate on all active contracts, as well as updates to processes and procedures.
- e.** Maintain funding requests for upcoming SSP projects, to confirm Source of Funds for contract execution, and to support budget transfers as needed for contract maintenance items, contract renewals and ordinance purposes.
- f.** Provide updates to program management leadership during Task Leader meetings regarding SSP projects in various risk levels and corresponding mitigation measures, and status of all CA activities.
- g.** Maintain, update as required, and implement workflows and processes for contract development, execution, and maintenance aligned with City's Project Management Information Systems (e-Builder/DocuSign).
- h.** Attend e-Builder or other training as requested and provide direction to Program Manager's CA staff and project managers regarding implementation of these new procedures as related to SSP contracts.
- i.** Maintain and provide standardized templates for program memos, letters, and contract documents with KC Water approved letterhead, logos, and signatory authority. Update all SSP specific templates with changes made to contract central as provided by KC Water Staff to Program Manager.
- j.** Coordinate with KC Water on the use of their SharePoint site for organization and storage of CA templates.
- k.** Attend meetings with KC Water staff to review and update templates, letters, and memos to align SSP with KC Water processes and procedures as requested by City.
- l.** Provide support to project managers assigned to SSP projects throughout project implementation life cycle, including providing workflows and direction regarding processes and procedures, providing standardized templates, preparing standard memos and other documents used to manage the implementation of projects.
- m.** Provide support and coordination for pre-proposal meetings, pre-bid meetings and bid openings for SSP projects.
- n.** Plan the development of new project contracts to meet programmatic and project schedules.
- o.** Coordinate with KC Water and CREO KC staff on the preparation and submission of SSP project goal requests, Contractor Utilization Plans, Request for Modifications, and other documents as necessary for required approvals.
- p.** Prepare ordinance documents for all Smart Sewer contracts requiring City Council approval including preparation of fiscal note, fact sheet, ordinance, maps, public outreach information and PowerPoint slides as required.
- q.** Support Keep Out the Rain (KOTR) Program active contracts, renewals and invoicing as needed to support work activities associated with this program.
- r.** Provide quality control of all documents provided by SSP Project Managers, Program Manager staff, and KC Water Staff to support CA activities.

## **103 CONSENT DECREE COMPLIANCE REPORTING**

Program Manager will assist City in preparing the 2022 Annual Report. This support includes activities such as preparing a summary of 2022 highlights and accomplishments, preparation of deliverable timelines for City reviews, coordination of approval signatures, and binding and mailing of final deliverables. Program Manager will monitor SSP project schedule milestones and program reporting for compliance including the following SSP components, but not limited to:

- Performance/Control Measures - (Appendix A of Consent Decree).
- Reporting/Deliverables - (Consent Decree Requirements and NPDES permit assistance).
- Nine Minimum Controls - (Appendix B of Consent Decree).
- Capacity, Management, Operations and Maintenance (CMOM) - (Appendix C of Consent Decree).
- Post-Construction Monitoring - (Appendix D of Consent Decree).
- Assist in development of presentation materials for City Council, EPA, and MDNR meetings.

## **104 PROGRAM AND PROJECT CONTROLS**

Program Manager will monitor and track current, active, and new SSP projects, and report both program and project specific financial, schedule, risk, and change management information as described below.

### **a. Schedule Tracking:**

Develop and maintain Oracle Primavera P6 schedules for all SSP projects. Monitor the implementation of SSP projects, including the start of new projects, the status of active project schedules, report project schedule variances, and forecast project completions utilizing project scheduling software. Assist Project Managers in reporting 'actual' dates of completed project milestones and monitoring the planned and forecast dates of project schedule milestones in Oracle Primavera P6 Team Member. Create monthly schedule status reports for SSP and submit to City management staff.

### **b. Financial Tracking:**

Monitor and report SSP and project specific financial information including project budget and actual costs, and trending of fiscal year's actual and projected cash flow. City will provide financial data from the KC Water PeopleSoft system to be utilized for financial monitoring and reporting on the Program Management Portal (PMP).

### **c. Risk Assessment and Mitigation:**

Provide Task Leader logs and project trend logs for projects under design and construction for assessment of risk exposure. Evaluate alternative methods to standardize Task Leader assessment of City's potential risk exposure and representation of potential risk on Program Management Portal (PMP). Consider alternative risk assessment methods applicable to program management activities

performed under each service lane to standardize assessment approach based on quantitative and qualitative analyses by each Task Leader. Implement method(s) mutually agreed on by City and Program Manager and display on PMP.

**d. M/WBE Requirements Tracking:**

Track the level of M/WBE participation on design and construction contracts for all SSP projects utilizing data obtained from the City's B2G system and Contractor Utilization Plans, as applicable, and provide semi-annual updates on the Program Management Portal (PMP).

**e. Reporting:**

- Support the development of project level Project Status Reports by providing project level data monthly utilizing updated monthly schedule and financial data, project manager input, and change management data for use by Program Manager and City Staff to support informed project management decision making. This project-level data will be integrated by City staff together with other project level information from its e-Builder system to produce PSRs for all SSP projects maintained in e-builder. City will provide monthly PSRs for each SSP project to be accessible on SSP PMP dashboard.
- Support KC Water and Task Leaders to provide information for various overall program scheduling, financial, change management, and risk management reporting requests as needed to include in regulatory reports, project forecasting, schedule milestone reports, financial summary reports, change management reports, cost trends and other requests. Provide pertinent program and project information for use by Program Manager and City Staff to support informed program decision making.
- Assist City in collecting cost information on completed SSP projects and updating future project budget projections. Program Manager will update future SSP project budgets and provide updated program cost projections to City based on Consent Decree and as appropriate based on cost trends, updated budgetary unit costs, and revised project scopes of work.

**f. Program Management Portal (PMP) Development and Maintenance:**

Continue the development of the PMP as directed by KC Water. Maintain and utilize the PMP with near real-time information to support agile program management. Enable data/information-based decisions with multiple view levels to increase management efficiency, and where achievable, as close to real-time as possible.

Further the on-going development of the PMP to achieve the following goals:

- Integrate data to the PMP from KC Water's e-Builder tool via the City's centralized data warehouse with support from city staff.
- Develop an implementation plan to migrate the PMP from the Program Manager's PowerBI instance to KC Water IT infrastructure with support from city staff.
- Update and maintain SSP CIP Budget information.

- Initiate phased integration of City’s progress tracking on Consent Decree required NMC and CMOM activities. In the first phase, incorporate tracking of street sweeping and sewer main cleaning using quantity data provided by City.

## **105 PUBLIC COMMUNICATIONS AND OUTREACH**

Program Manager will assist KC Water Staff with public communications about the SSP. Tasks will include:

- a. Coordinate with KC Water communications staff to support established communications standards and protocols and incorporate City Staff input and review comments through a collaborative effort. Program Manager is responsible for monitoring design professional public outreach activities on all program projects to confirm they are being performed in accordance with programmatic guidelines in an effort to achieve consistent practices on all projects.
- b. Assist City with project-specific outreach by leading public involvement for SSP pre-design, design, and construction projects. This includes developing and executing a public outreach plan for each project and developing materials to support public involvement. This also includes the maintenance of a web-based printing portal on the City website to facilitate material orders from City Staff, Program Manager, Design Professionals, and other consultants. Perform public outreach services for up to 14 hybrid, virtual or in-person public meetings.
- c. Assist City with updating and implementation of the SSP Communications Plan that defines key messages, goals and objectives, strategies, and measurable tactics. This also includes measuring effectiveness of communications methods through citizen feedback, impressions and engagement, and report back to the City as requested. Assist the City with the development of content including graphics, presentations, web and digital content and brochures. Assist the City in obtaining and organizing original photography of SSP milestones and project work to support SSP program communications. Assist the City with the development of new content and maintenance of the SSP website, [www.kcsmartsewer.us](http://www.kcsmartsewer.us), as requested. Assist KC Water Communications Staff with the development of social media posts. Research media opportunities for local media and regional and national industry publication outlets and prepare media materials as requested. Assist the City in responding to media and industry inquiries, as requested.
- d. Assist the City with public outreach activities for the overall KOTR Private I/I Reduction Program, including development of materials and logistics for public sign-up events, media announcements, updating program website, monitoring program hotline, public outreach training of Design Professional’s field crew staff that perform building evaluations and monitor I/I source disconnections, and outreach to public interest groups and neighborhood associations for the Private Inflow Reduction Program. Provide content for social media messages for the City’s use to support the KOTR Program, encourage public voluntary participation, and provide timely and accurate responses to customer and media inquiries. Assist the City with planning, training, and public outreach activities associated with restarting various phases of the

program and also incorporating the City's backwater valve program into the KOTR program.

- e. Assist the City in engagement efforts with neighborhood leaders and other key stakeholders to coordinate SSP presentations and special events in project areas. Assist KC Water with ground-breaking or ribbon-cutting events as requested to raise awareness of SSP progress and success.
- f. Assist the City with the implementation of stakeholder engagement, public outreach, and communications activities associated with the implementation of green infrastructure in the vicinity of Seven Oaks Park by KC Water, including a programmatic approach to green infrastructure communications and project-specific communications. Assist the City with the development and implementation of a multi-year programmatic Green Infrastructure Communications Plan and periodically update the plan as appropriate.
- g. Assist the City in providing timely responses to inquires related to the SSP projects.

#### **106 SMART SEWER PROGRAM UNIVERSITY**

Program Manager will assist KC Water with hosting four (4) one hour Design Professional Quarterly Update Meetings to represent programmatic highlights and select topics targeting design professional interests within up to three service lanes each meeting. Tasks include coordination with KC Water on developing the meeting agenda, preparing the presentation, and participating in the meetings. After each meeting, Program Manager will coordinate with KC Water to develop a survey for meeting participants to collect feedback to support planning for future meetings. Program Manager will also assist City with conducting Design Professional Information Sessions on the City's Infiltration and Inflow Reduction Roadmap and relevant protocols and tools; and green infrastructure performance monitoring using infiltration testing.

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

Program Manager will assist City in providing strategic input and day-to-day guidance and direction for program-related asset data management activities. Asset data management support for the SSP will be aligned with the overall KC Water Asset Management charter with strategic actions and tactics defined to better manage the KC Water assets which are the critical elements of value to the KC Water organization.

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

#### **201 DATA MANAGEMENT COORDICATION**

Program Manager will collaborate with KC Water staff to align SSP asset data management activities with overall KC asset data management strategy. Program Manager will assist City with updating the Smart Sewer Data Integration Plan initially completed in FY2022 with new initiatives and activities in the SSP and within KC Water.

- Support further strengthening of SSP level asset data integration and management techniques which are critical for prioritizing wastewater system renewal investments and optimizing capital projects required to achieve Consent Decree Compliance and success of other program strategic actions.
- Update the GIS standards and protocols for the SSP based on a current ArcGIS Water Utility Network project which is redesigning the underlying GIS database.
- Support the development and further enhancement of the PMP as described in task 104 above. Assistance will include supporting the development of a plan to migrate the PMP to KC Water systems.

Program Manager will continue to assist the City with the development and implementation of its data management strategy aimed at improving the quality of asset information and the associated business processes. Activities will include CCTV inspection data collection submittals and upload, As-built data collection and upload, additional feature development within Work Tracking Application, and development of analytical and reporting tools to highlight program-related activities.

Program Manager will participate in monthly meetings with KC Water SSP Leadership to coordinate planning and performance of data management activities. This includes working with City Staff to align the tools and data systems utilized on the SSP with City specified data management systems of record.

## **202 ASSET DATA MANAGEMENT**

Program Manager will assist KC Water with asset and data management tasks to support the SSP and KC Water. Subtasks will include:

- a. Program Manager will continue to conduct a “data health check” on monthly basis. Review how each project manager is using data management systems and verify the completeness and accuracy of project boundaries in GIS. Discuss upcoming data delivery deadlines, such as sewer CCTV inspection data, smoke testing data, and project closeout-related data submittals, including As-builts, and GIS information.
- b. GIS System Updates. Assist the Water Services Department with a limited number of 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.
- c. Sewer CCTV and Manhole Inspection Data Management and Quality Assurance. Assist with inspection data upload process into the City’s inspection data management system. Review and provide QA/QC of manhole inspection data deliverables including Can Not Locate (CNL) and Can Not Open (CNO) inspections. Continue to assist with the development of City-designated features within the City’s Work Tracking Application for SSP projects.
- d. Private Inflow Reduction Program Data Management. Perform maintenance, administration, and functionality modification activities for the Private Inflow Reduction Program data management system for use by internal and external stakeholders as needed.
- e. Assist City with the coordination of SSP projects with infrastructure projects of other City departments through the maintenance of project boundaries and support of the

City web-based project mapping application. Provide project boundary information in PMP for each SSP project.

- f. Field Services Data Collection. Assist the City with maintaining existing tools to support Program Manager's flow metering activities.
- g. Post-Construction Period Inspection. Assist City 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.
- h. In coordination with Task Series 309 Annual Sewer Rehabilitation, perform Work Order conflict checks and assist with creating work orders for investigation and rehabilitation work to be assigned to various City-Wide contractors.
- i. In coordination with Task Series 309 Annual Sewer Rehabilitation, perform InfoAsset Planner (IAP) model runs and updates to support development of inspection and rehabilitation packages.
- j. In coordination with Task Series 309 Annual Sewer Rehabilitation Program, develop and maintain data dashboards within Survey123, ArcGIS Field Maps, and ArcGIS Dashboards that are used for manhole inspections, CCTV deliverable tracking, force main air release valve (ARV) locates, and pump station fill and draw tests.

### **203 DOCUMENT MANAGEMENT SYSTEMS**

Program Manager will work collaboratively with KC Water Staff to align the document management tools used on the SSP with City specified data management systems of records. This includes the following subtasks:

- a. Aconex Maintenance. Maintain and administer the Aconex digital document control system to store internal and external program management and project documentation on SSP projects that are currently active at the start of FY2023. Maintenance and administration tasks also include project specific configuration, process-related troubleshooting, and data migration, if necessary.
- b. Aconex Archiving. Assist City with archiving project data of SSP projects currently stored in Aconex.
- c. 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.
- d. Improvement to SSP e-Builder processes. As requested by KC Water SSP management, assist with identifying e-builder functionality improvements needed to support SSP activities and provide input to City Staff responsible for developing workflows to modify and implement document control and approval workflows within the City's e-Builder software platform to meet SSP needs.
- e. Project Status Report (PSR). Collaborate with City Staff to incorporate SSP Project PSR information into PMP using data from SSP Team, the City's e-Builder, and other



- relevant systems. Collaborate with City staff to align SSP PSR process with PSR process used throughout KC Water.
- f. MIS. Continue maintenance of MIS system and upload new contracts and projects. Continue to update and store PSR information until MIS is decommissioned. Upon completion of MIS decommissioning plan and development of a decommissioning timeline with KC Water, Program Manager will support City with decommissioning portions of the MIS. The MIS database will continue to be supported as a data source for PMP.

### **C. TASK SERIES 300- SYSTEM PLANNING, ASSESSMENT AND REHABILITATION**

Below are system planning, assessment, and rehabilitation tasks to be performed by Program Manager.

#### **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 projects using the current version of existing hydraulic models, including:

- a. Northland Wet Weather Hydraulic Assessment. The primary objective of this effort is to conduct needed hydraulic assessment for refining the current plan for conveyance of wastewater flows from the Northland area to Birmingham Wastewater Treatment Plant. The hydraulic modeling analyses will be performed with consideration to the level of realized or estimated inflow and infiltration (I/I) reduction; need for additional inflow reduction efforts; conveyance capacity improvements for 2-year storm or greater; flow management at Line Creek Pump Station; existing capacity restrictions in Hillside Sewer downstream of Line Creek Pump Station force main; Buckeye Pump Station and force main capacity improvements and repair of existing force main; and new high rate wet weather treatment facility in vicinity of Birmingham influent pump station that would discharge into Shoal Creek.

Perform an assessment of control measures needed in the Northland area to achieve 2-year level of service in accordance with Consent Decree requirements. Use the latest North of the River SSS hydraulic model to perform Northland Relief Sewer Analysis to determine collection system conveyance and storage improvements, pump station improvements and new wet weather treatment facility capacity necessary to achieve Consent Decree requirements. Document analysis results and recommended control measures needed to achieve the desired wet weather levels of service in Northland service area tributary to the Birmingham wastewater treatment plant.

- b. Blue River Interceptor System Hydraulic Assessment for Kenneth Road Sewer Extension. Program manager will evaluate the impacts of the additional sanitary sewer loading on the Blue River Sewer Interceptor (BRIS) from the proposed development along Kenneth Road. The Program Manager will complete a sensitivity analysis of the Kenneth Road loading assumption. Sensitivity analysis will scale Kenneth Road loading using simple scaling factors for up to eight (8) additional model runs. Program manager will identify alternative concepts for capacity improvement solutions.

Program Manager will coordinate and submit a brief summary memorandum of analysis assumptions and results which will be used as an input for procuring design professional services for project implementation.

- c. Daniel Morgan Boone Park Green Infrastructure Project Design Support. Program manager will prepare a project-specific sub-model to be shared with the DP and associated documentation, conduct meetings with the DP to review model assumptions; conduct periodic review of solutions; and model updates developed by the DP and integrate the model changes from the project-specific model into the master model.
- d. Conceptual Engineering Report for Green Infrastructure Integration: Program Manager will develop one conceptual engineering report (CER) for green infrastructure project in vicinity of Seven Oaks Park to replace the Vineyard and Lawn Relief Sewer project as requested by KC Water. The CER will include a summary of existing conditions; proposed green infrastructure improvement project evaluation and screening; green infrastructure concepts, opinion of probable construction cost for concepts; and potential stakeholder coordination requirements. Program Manager will submit a draft report, address City review comments, and provide a final report with comments incorporated.
- e. Hydraulic Assessment of Design and Construction Projects. The following hydraulic model validation and assessment tasks will be performed in support of Consent Decree control measure implementation.
- f. Program Manager will perform hydraulic model validation and assessment in select portions of individual basin models. Including where the design professionals will be submitting 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:
  - Open Storage Trolley Trail Basin DS068 Project in Middle Blue River Basin (5 meters) Post-construction Model validation and recalibration as needed
  - CID Green Infrastructure Pilot Project (2 Meters); Post-construction model validation and recalibration as needed.
  - Line Creek and Rock Creek Basin I/I Reduction Area 2 Project (8 Meters); Post-construction model validation and recalibration as needed.
  - 40<sup>th</sup> Monroe Sewer Separation Project in Lower Blue River Basin; Post-design review and incorporation into basin model.
  - 31<sup>st</sup> and Broadway Sewer Separation Project in Turkey Creek Basin; Post-design review and incorporation into basin model.
  - Mill Creek Park Green Infrastructure in Brush Creek Basin Project; Design model review and assessment.

Program Manager will prepare an executive summary of hydraulic assessment tasks conducted in task 301.e.i above.

Monitor and support KC Water staff performing hydraulic model network updates in Blue River South and CID basins and supporting identification of manholes and diversion structures for field survey.

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

Program Manager will assist the City with systemwide 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 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 task 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.

Support institution of a 3-year check and progressively adjust through 2035 and at interim milestones. This includes the following subtasks:

- a. The system-wide existing conditions hydraulic model will be run one time in FY23 to demonstrate current CSO volumes and percent capture using the Typical Year design storm. Maintain system-wide existing 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. Incorporate into the system-wide existing conditions model the basin model updates for Blue River South and CID basins as performed under Task 303c below; with the project specific post-construction and post-design model updates performed under Task 301e, and Turkey Creek basin and Middle Blue River 066 & 067 Sewer Separation Project post-construction model updates completed in FY22. Develop and submit a draft executive summary of system-wide existing conditions model maintenance and single-run results.
- b. Program Manager will update and recalibrate, as needed, the Central Industrial District and Blue River South basin models using flow data from up to 45 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. Assist City with annual update of the System Wide Hydraulic Model Update Plan to define priority model update activities to be performed in FY24 and beyond.

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

Program Manager will maintain up to 46 short-term temporary, 44 long-term temporary monitors and 25 permanent flow monitors in 2022 as described in the Program Manager's 2022 Flow Monitoring Plan. These monitoring services will obtain data for multiple uses: pre-construction and post-construction flow and rainfall data to support FY2023 SSP project implementation and performance validation; inflow and infiltration characterization; hydraulic model maintenance; green infrastructure project planning; and

Consent Decree compliance in accordance with post-construction flow monitoring performance criteria as stipulated in Appendix D of the Consent Decree. City will provide Program Manager with flow monitoring data collected by others under the City's Smart Sewer Network Maintenance and Field Services Project for approximately 20 monitoring locations in the Middle Blue River Basin and Blue River South Basins for hydraulic model maintenance use.

Program Manager will perform long-term flow metering to obtain detailed flow and rainfall data at various CSO diversion structures under the City's SSP. This will include the following subtasks:

- a. Meter servicing, data collection, and reporting for 46 short-term temporary (120 days) and 44 long-term temporary (210 days), and 25 permanent flow meters that were installed in the spring of 2022
- b. Program Manager will monitor and coordinate the lease or purchase of equipment and supplies necessary for utilization of City-owned rain gauge and flow metering equipment. Program Manager will conduct flow monitoring efforts including rain gauge and flow meter site selection following Program protocols; mobilization, installation; maintenance and real-time data quality monitoring; data collection and analysis and reporting. Program Manager is responsible for quality assurance/quality control procedures to keep flow meters in working condition, meter uptime and obtaining reliable data to support the SSP needs. Program Manager will adhere to equipment manufacturer instructions in installing and maintaining the rain gauges and flow meters.
- c. Program Manager will program rainfall and flow meters to record data at 5-minute intervals. In the case of equipment failure or loss due to theft, vandalism, or manhole surcharging and overflows, the Program Manager will restore proper operation of the equipment through either repair or installation of a backup unit within 48 hours of an identified failure or loss when possible. With prior approval from the City and demonstrated standard care provided for the City's owned equipment, Program Manager will receive reimbursement for costs associated with the purchase of metering equipment to replace faulty or lost metering equipment. For budgeting purposes, Program Manager has assumed two (2) such events during the contract period.
- d. Program Manager will field monitor real-time data for meter performance and field service rain gauges and flow meters on a weekly (for rain gauges and short-term temporary meters) bi-weekly (for long-term temporary flow meters), and monthly (for permanent meters) basis to assure reliable flow meter performance. During each service visit, sensors will be cleaned if and as needed. On a weekly basis, Program Manager will review scatter graphs and hydrographs of flow, depth, and velocity to identify data gaps, zero velocities, or other anomalies. Program Manager will use flow monitoring equipment manufacturer's web-based service that City invested in to efficiently perform required monitoring to save program cost and to deliver reliable data.
- e. Program Manager will submit a Metering and Data Report to City within 90 calendar days following the conclusion of the flow-metering period for 2022. The report will be prepared in accordance with requirements of the Flow Metering and Data Analysis Protocol.

- f. Program Manager will provide monthly performance reports in accordance with the updated Flow Monitoring Protocol for all active flow meters including the following two KPIs: meter uptime and reliable data for intended uses, both expressed in terms of percentages. Program Manager flow monitors will be maintained in a manner that provides for a minimum of 90% uptime and with a minimum of 85% data reliability with documentation on variations in-situ sewer flow conditions and equipment malfunctioning between maintenance visits.

The uptime percentages are determined to confirm at least 90% of data (both depth and velocity). Special consideration will be given to meters located in combined sewer overflow pipes, where flow is present only during an overflow event and meter uptime and data reliability applies to level data only. Data reliability is identified as the percentage of flow data that has been collected that is correct. Data that is not correct may consist of level or velocity that has flat lined or drifted from known calibration levels. Sites identified as high data quality risk by the Program Manager based on known site conditions such as sites with low dry weather flow depth, high velocities with low dry weather depth, and sites with excessive debris buildup, will be eliminated for flow meter installation and directed to an alternate site when possible. Where required despite high data quality risk, these sites will be identified and monitored for uptime in the monthly performance reports but will be excluded from the 90% uptime performance requirement.

- g. Program Manager will prepare a sewer system improvement flow monitoring plan for the Lower Blue River Basin in accordance with Consent Decree Appendix D – Post-Construction Monitoring Program Performance Criteria for submittal by City to EPA by 12/31/2022.
- h. A subcontract with Vieux and Associates, provide near real-time gauge adjusted radar rainfall (GARR) and end-of-month data and documentation of quality control and hydrometeorologist review. Continuous end of month GARR summary report documentation will be provided for events processed. Data sources, methodology, results, and statistical characterization will accompany the data. GARR data will be produced in gridded format (1x1 km) and at 5-min intervals. Coverage will consist of approximately 320 square miles as pixels and weighted basin averages. Approximately 75 rain gauges will be included in the analysis. Near-real-time (NRT) GARR will consist of automated quality checks of a merged product composed of radar and rain gauge measurements. Subconsultant hydrometeorologists will monitor and adjust Z-R relationships as needed. Hydrometeorological rain gauge performance will be monitored after rainfall with clogged and poorly performing gauges being excluded from NRT GARR until improvement is detected.

### **304 RAINFALL AND FLOW DATA ANALYSES**

Program Manager will perform the following rainfall and flow data analyses to support ongoing SSP project delivery:

- a. Perform analysis of flow meter data to support modeling and system analyses on up to 104 flow meter locations. Flow analysis will be conducted in accordance with the Flow

Metering and Data Analysis Protocol (latest version). Tables of the flow analysis results will be prepared and submitted to City.

### **305 FIELD SURVEY AND INVESTIGATIONS PLAN**

Program Manager will assist the City in developing a field survey and investigations plan for the Turkey Creek, Central Industrial District (CID), and Blue River South basins. This plan will be for updating of the City's existing core hydraulic model connectivity, confirm 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.

### **306 ANNUAL SEWER REHABILITATION SUPPORT**

The Program Manager will continue to assist City with the development and implementation of its Annual Sewer Rehabilitation (ASR) Program. Development and implementation of the ASR Program will follow the direction previously established in existing strategic plans for each of the four (4) major components in the ASR Program. The following specific tasks will be performed for each of the four (4) major components.

#### **a. Overall ASR Program**

- Develop a strategic plan memorandum. Program Manager will develop a strategic plan memorandum that outlines program purpose, vision, mission, strategy, and tactics for each of the four components. The plan will set near-term and long-term program costs, KPIs, implementation schedules, and execution workflows.

#### **b. ASR-Small Diameter Sewers (Gravity Mains less than 48-inch diameter)**

- Develop FY2023 first inspection CCTV package(s) and coordinate this planned inspection work with work performed by City sewer maintenance. Utilizing the BRE model for prioritization, develop CCTV inspection packages to be performed by City Contractors in FY2023. CCTV data obtained in FY2023 will be used by Program Manager and City to prepare sewer rehabilitation packages to be awarded in FY2024. It is anticipated 500,000 to 1,000,000 LF of CCTV will be performed in FY2023. InfoAsset Planner (IAP) BRE model runs, project boundary conflict check, work order conflict check, the opening of work orders, and programmatic quality control of CCTV inspection data deliverables will be performed under Task Series 200.
- Develop FY2023 Sewer Rehabilitation Packages (CIPP, Point Repair, Total Replacement). Utilizing the updated BRE model to prioritize assets for engineering evaluation, Program Manager will assist City with developing Sewer Rehabilitation Packages valued at approximately \$8.5M for rehabilitation work to be performed in FY2023. Development of the Rehabilitation Packages will be dependent upon and limited by the availability of CCTV data for assets requiring repair. Program Manager anticipates evaluating 500,000 LF of CCTV to develop rehabilitation packages for FY2023. IAP BRE model runs, project boundary conflict check, work order conflict check, and opening work orders will be performed under Task Series 200.

**c. ASR - Large Diameter Sewers (Gravity Mains 48-inch diameter and larger)**

- Develop System Characterization/Manhole Inspection (SC/MHI) packages and CCTV inspection packages. Program Manager anticipates developing SC/MHI and CCTV inspection packages for up to 250,000 LF of large diameter sewers including 875 manholes. Program Manager will perform a records review to aggregate sewer records, As-builts and other readily available data to assist in the system characterization process. Programmatic quality control of SC/MHI and CCTV inspection deliverables and development/maintenance of data dashboards, Survey123, ArcGIS Field Maps and integration with City's asset data management systems of records will be performed under Task Series 200.
- Review CCTV and perform map change edits to GIS dataset from SC/MHI work. Program Manager anticipates receiving CCTV deliverables for up to 250,000 LF and incorporating final map edits into the GIS deliverable ready for City to merge into their GIS record.
- Update BRE model to incorporate condition assessment data and provide results to Design Professional. IAP BRE model updates and runs will be performed under Task Series 200.
- Review inspection/rehabilitation recommendations from City's Design Professional for ASR - Large Diameter Sewer Rehabilitation Project. Program Manager will review and comment on the Design Professional's large diameter sewer rehabilitation and repair recommendations and associated opinion of probable construction cost (OPCC) estimates. Evaluate available funding and provide recommendations for the Design Professional to proceed to the design and/or construction contract document development phase for selected assets. Review of Design Professional design documents and/or construction contract documents will be performed under Task Series 400.

**d. ASR - Force Mains**

- Program oversight of Alignment Walks for 10 High Priority Force Mains. In coordination with City, select up to 10 high priority force mains for Design Professional performance of alignment walks and air relief valve locates. Program Manager will coordinate with City and Data Management group for development of Survey 123 forms, maintain protocols, perform quality control of DP deliverables, and integrate the data into the City's system of records.
- Program oversight of Pump Station Draw Down Tests (10 Pump Stations). In coordination with City, select up to 10 pump stations for Design Professional performance of draw down tests. Program Manager will pre-populate inspection forms, maintain protocols, and perform quality control of DP deliverables.
- Develop prioritized asset lists for assessments by City's Design Professional for ASR- Force Main Rehabilitation. Prioritization will be based on the output from the BRE model and staff opinion.
- Review Design Professionals assessment and rehabilitation recommendations. Program Manager will review and comment on the Design Professional's force

main sewer assessment methods, and rehabilitation and repair recommendations and associated opinion of probable construction cost (OPCC) estimates. Evaluate available funding and provide recommendations for the Design Professional to proceed to the design and construction contract document development phase for selected assets. Review of Design Professional design documents and/or construction contract documents will be performed under Task Series 400.

**e. ASR - Sewers in Waterways**

- Refine and Memorialize BRE Model to include sewers in waterways. Program Manager will host workshop(s) to aid in the development of updated LOF and COF cohorts to be used in the BRE model. Program Manager will develop Technical Memorandum that will memorialize decisions made through the workshop(s) establishing LOF and COF cohorts, and data sources. The Waterways BRE model will be used to help prioritize assets for repair following completion of assessments. IAP BRE model development and refinement will be performed under Task Series 200.
- Develop “Phase 1” Inspection Packages. Program Manager anticipates developing Phase 1 inspection packages for up to 250,000 LF of sewers that cross or are in proximity of waterways to be performed by design professional contracted directly by KC Water. Inspections will be performed by design professional in accordance with current inspection protocol, titled Stream Crossing Inspection Protocol Draft dated February 2020. Inspection protocol will be updated based on lessons learned and changes in technology. Programmatic quality control of inspection deliverables and development/maintenance of data dashboards, ArcGIS Survey 123, ArcGIS Collector, and integration with City’s asset data management systems of records will be performed under Task Series 200.

**307 SEWER MANHOLE INSPECTIONS**

Through a subconsultant, Program Manager will locate (where possible) and perform surface or internal manhole condition assessments and survey assets to support the further development and implementation of the large sewer rehabilitation program, hydraulic model updates, and the Dykes Branch Relief Sewer project. Manhole condition assessments and surveys will be completed in accordance with latest version of National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP) and current version of the SSP System Characterization and Access Point Inspection Protocol.

The following assumptions sets the basis for this work:

- It is anticipated that accessibility will be limited at some locations, sewer runs between manholes may be longer than average making it more difficult to confirm connectivity, and the ability to perform topside inspections may be limited due to depths, unique vaults, or limited manhole access.
- Program Manager anticipates the majority of surveys and condition assessments to be completed in this scope of services to be located in the combined sewer system and/or in remote, wooded, and difficult to access areas. Locating and surveying manholes in



remote areas, and the combined sewer system, particularly downtown, results in more complex system connectivity updates, finding more unmapped manholes during course of work, more complex manhole configurations and larger than normal quantities of connecting pipes to confirm connectivity for.

- Based on experience with the large sewer manhole surveys and condition assessments previously completed by program manager, it is assumed that 30% of manholes will require manned access. All other surveys and condition assessments will be performed topside.
- Surveys completed for hydraulic model update purposes are assumed to generally be on mid-size systems, 15-inch to 24-inch, where manned entry will be limited to approximately 5% of manholes surveyed. Additionally, surveys completed for hydraulic model update are assumed to be spread out and not consecutive runs.

Program Manager will locate and survey up to 60 manholes and locate and survey up to 4 diversion structures in support of the hydraulic model update and perform system characterization and manhole inspection of up to 50 manholes in the Dykes Branch Relief Sewer Project area.

Program Manager will perform survey and MACP condition assessments for the manholes that are accessible. Based on Program Manager's experience in FY2021 and for FY2022 budgetary purposes, it is assumed the cost for large diameter manhole field survey and inspection services will average \$400 per Manhole; the cost for hydraulic model update manhole field surveys will average \$400 per manhole; and the cost for hydraulic model update diversion structure field surveys will average \$700 per manhole. These average costs are a blended rate based on previously completed or partially completed condition assessments and field surveys, Could Not Locate (CNL), Could Not Open (CNO), or Could Not Access (CNA) manholes. This will include the following subtasks:

- QA/QC Inspections: Re-inspect 5% of the manholes for QA/QC purposes, to confirm critical measurements and observations. A QA/QC field crew different from the crew that performed the original inspection will perform this work. Re-inspects are included in the total manhole counts above.
- Deliverables: Prepare and provide deliverables in accordance with City protocols. Prepare and provide an updated City ArcGIS 10.0 geodatabase following City schema provided by City with updated attributes and updated pipe network connectivity.
- CNL Manhole Action List: If the field crew spends a minimum of twenty minutes searching for a manhole and cannot locate it, the unfound manhole will be put on an Action List. The Action List will be provided to the City's City-Wide Sewer Cleaning and CCTV Contractor to determine the location of unfound manholes through use of CCTV equipment or other methods. Program Manager will inspect manholes located by City's Sewer Cleaning and CCTV Contractor if accessible within the service period of this Agreement. Manholes not located by the City's Sewer Cleaning and CCTV Contractor will be provided to the City as a final CNL action list.
- CNA Manhole Action List: Manholes that cannot be accessed by Program Manager will be identified on an action list and provided to the City as a final CNA action list.

- CNO Manhole Action List: Manholes that cannot be opened by Program Manager will be identified on an action list and provided to the City’s City-Wide Sewer Cleaning and CCTV Contractor to open. Manholes not opened by the City’s Sewer Cleaning and CCTV Contractor will be provided to the City as a final CNO action list. Manholes opened by either the City or its City-Wide Sewer Cleaning and CCTV Contractor will be inspected if made accessible within the service period of this Agreement.
- Program Manager will assist City in developing a standard operating procedure for the CNL, CNA, and CNO action lists provided to City.

**D. TASK SERIES 400 – PROJECT DELIVERY**

Program Manager will provide project delivery services for SSP projects to be implemented in accordance with the City’s Consent Decree through the end of service period of this Agreement. Project delivery will encompass processes, decision points, and project management assignments necessary for the implementation of SSP projects from pre-design planning, design, bid advertisement and construction phases through start-up and achievement of full operation to final completion of construction and project closeout.

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

**401 OVERALL PROJECT DELIVERY COORDINATION**

The Program Manager will coordinate project delivery and lead an integrated project delivery team of Program Manager team staff and KC Water Staff in the implementation of SSP projects during design and construction phases. Provide services for project delivery coordination and project reviews. The Project Delivery Task Leader will be supported by a Design Manager and a Construction Administration Manager to lead the project design phase concept development and design administration activities, and construction phase administration efforts. Subtasks are outlined below.

Program Manager’s responsibilities include the following during various stages of each project delivery within the SSP:

**a. During Pre-Design Phase:**

- Support Project Managers (PMs) with the preparation of RFQ/P documents and/or scope of services for FY2023 SSP projects listed below.
  - Santa Fe Sewer Rehabilitation Phase 2 Design/Build
  - OK Creek Additional Gates and RT-DSS Controls
  - City Wide Sewer Infrastructure Rehabilitation within Waterways Design/Build - Renewal No. 3
- Support PMs with preparing agenda and presentation materials for pre-proposal meetings and attend meetings to provide technical assistance. Interpret the RFQ/P documents and develop addenda as may be required during the advertisement period.
- Support PMs during scope of work and engineering fee negotiations with Design Professionals, contract document development review, and ordinance development.
- Support PMs in development of City Council meeting presentation materials.

**b. During Design and Bid Phases:**

- Address technical issues and potential risk exposures to City and provide input and guidance to PMs on technical solutions and risk mitigation measures, and requirements to meet Consent Decree performance criteria.
- Participate in Design Professional progress meetings and monitor project risks as they arise and assist PM initiate necessary mitigation actions.
- Provide direction and quality control review of Project Manuals prepared by PMs, contract administration staff and Design Professional prior to advertisement.
- Review work products and deliverables submitted by Design Professionals, make necessary recommendations.
- Confirm whether the designed control measures meet Consent Decree performance requirements.
- Support the City in preparing for pre-bid meetings and participate in pre-bid meetings.
- Evaluate changes in scope, schedule, budget, and potential risk exposure to City that may result in contract amendments and use of available optional services funds and make recommendation for necessary actions.
- Lead quality assurance and quality control efforts on the program's design projects, monitoring compliance with the program's quality control and quality assurance processes, procedures, and reference documents.
- Perform quality control review of contract documents and addendums to bidding documents prepared by Design Professionals or PMs prior to being submitted to City for review and approval, as needed.
- Perform quality control review of Design Professional's bid recommendation prior to being submitted to City for acceptance, as needed.
- Participate in public outreach activities including project meetings/workshops and conduct necessary follow-through actions.
- Support PMs in scope and fee negotiations with selected Design Professional for Construction Phase Services (CPS). Support KC Water with review and approval of resident project representative(s) qualifications proposed by Design Professional and make necessary recommendation to KC Water regarding having acceptable qualifications and experience.
- Assist KC Water with developing and executing ordinance documents for both Design Professional and construction contracts, including Fact Sheet, Fiscal Note, and Ordinance.
- Assist PMs in development of City Council meeting presentation materials for ordinances for the contracting of Design Professional construction phase services and construction contractor contracts.
- Lead PMs in collaboration with hydraulic modeling team in the evaluation of potential opportunities to integrate green infrastructure into each SSP project during the pre-design and design phases of project implementation.

**c. During Construction Phase:**

- Participate in the pre-construction meetings to oversee transition of project oversight from the Design Manager to the Construction Administration Manager (CAM) and Field Operations Manager (FOM).
- Coordinate CAM necessary technical, schedule, and change order resolution.
- Support PMs with review of record drawings submitted by Design Professional and/or Contractor.
- Assist PMs in project closeout efforts to achieve timely completion.
- Facilitate collaborative resolution of technical issues during construction working closely with the Design Professional contracted directly with City. Provide review of construction issue resolution documents, including work change directives, change orders, claims, defective work, and punch list resolution and provide comments to PMs and KC Water management.
- Provide review and recommendation regarding approval of Contractor's request for Achievement of Full Operation and Final Completion to KC Water management.

**d. During All Phases:**

- Coordinate required contract administration and maintenance actions on each project. Perform quality control reviews of Design Professional contract documents, contract amendments, and optional service requests prior to being submitted to City for review and approval.
- Facilitate monthly project status review efforts with PMs and support KC Water in training and mentoring of PMs by focusing on monitoring key project delivery performance metrics related to scope, schedule, and budget and risk management.
- Direct, guide, monitor, and support PMs assigned to manage the scope, schedule, budget, and potential risk exposure of each SSP project during the pre-design, design, bid and construction phases of each project. Monitor, track, and support the delivery of projects on time, on scope, and within the established budget while seeking to identify and mitigate potential risk exposures throughout the project delivery cycle.
- Directs PMs on identifying and documenting City's potential risk exposure and mitigation action items within a project risk register and PMs project status reports, and monitor PM's follow through. Identify potential risks related to delivery of design and construction projects and identify viable risk mitigation strategies. Monitor the development and maintenance of risk register and associated cost contingencies for design and construction risk exposures. Facilitate risk mitigation efforts as requested by KC Water.
- Provide overall project delivery coordination, and actively monitor the delivery of project design phase services provided by Design Professionals and construction Contractors that are contracted directly with KC Water.
- Assist City in reviewing monthly progress reports and invoices from Design Professionals on each project.
- Perform quality control reviews of project documents and coordinate necessary follow-up actions.

- Respond to Utility Notices in accordance with the Public Works standard protocol, as needed.
  - Develop project status report packages for ULCC meetings and support City Staff in delivering them.
  - Assist project managers in providing timely responses to 311 inquiries related to the SSP projects.
- e. Fee and Construction Cost Tracking:
- Maintain a spreadsheet file that compiles various Design Professional engineering fee information and construction bid information on Neighborhood Sewer Rehabilitation projects, I/I Reduction projects, Sewer Separation projects, Relief Sewer Projects, and Green Infrastructure projects. Program Manager will update the spreadsheet file based on negotiated fees with Design Professionals and construction bid information received for these projects. Compile final Design Professional costs for all SSP projects, including authorized Optional Services and DPS agreement amendments for cost tracking.

#### **402 PROJECT MANAGEMENT SERVICES**

Program Manager will provide project management services to manage SSP projects as requested by the City. Program Manager's team staff, including M/WBE team members, will be assigned to serve as the City's project manager on projects and be the primary point of contact on behalf of City to interface directly with Design Professionals and construction Contractors contracted directly with the City. These PMs will be responsible for managing the scope, schedule, budget, and potential risk exposure of each assigned project, and provide the following project management services:

- a. During Preliminary and Detailed Design Phases:
- Follow Smart Sewer Program processes and procedures and utilize SSP contract administration templates and workflows.
  - Conduct monthly project progress meetings with Design Professionals and Contractors and attend public meetings.
  - Monitor the status of project scope, schedule, budget, and City's potential risk exposure throughout the duration of the project and document status by maintaining up-to-date project risk registers and project status reports.
  - Coordinate field investigation data submittals for delivery to Design Professionals as applicable.
  - Review Design Professional work products and deliverables and confirm compliance with requirements defined in the Design Professional's contract. Provide technical review comments related to the design documents and consolidate with comments from other KC Water Staff for Design Professional's consideration. Participate in constructability reviews led by the Design Professional for new SSP construction projects to confirm the designs are constructible.
  - Review opinions of probable construction cost prepared by Design Professional and submit review comments to Design Professional.

- Evaluate potential changes to scope of work, including project schedule and construction cost impacts and adjustments to Design Professional's compensation, and recommend scope changes to Program Manager and KC Water's Smart Sewer Division Head.
- Review monthly progress reports and invoices submitted by Design Professional for each project and provide review comments to Design Professional, Program Manager, and KC Water's Smart Sewer Division Head, as appropriate. Monitor the project risks as they arise and take necessary mitigation actions with Design Professional in a timely manner.
- Identify City's action items and coordinate these work activities to achieve timely completion to meet City's contractual obligations and enable the efficient progression of Design Professional services.
- Participate in monthly Project Status Report (PSR) review meetings with City and Program Manager. For each project, discuss the status of scope, schedule, and budget, action items for completion by City, potential risk exposures and mitigation action items, and current work activities.
- During project bid advertisement, manage, and coordinate bid phase activities for each assigned project, including project advertisement, pre-bid meeting, bid opening, bid evaluation and recommendation of award, and City ordinance development.
- Review and coordinate the development of conformed construction contract documents for execution by Contractor and the City.
- Assist the City in providing timely responses to 311 inquires related to the SSP projects.

**b. Construction Phase:**

- Manage and coordinate the City's construction administration activities. Follow SSP project delivery processes and procedures.
- Monitor project scope, schedule, budget, and City's potential risk exposure throughout the duration of the project and document status by maintaining up-to-date project risk registers and monthly project status reports.
- Attend Contractor monthly progress meetings and public meetings for each assigned project. Monitor the project risks as they arise and take necessary mitigation actions in timely manner.
- Evaluate and manage changes to construction scope of work, including schedule and construction cost impacts, Contractor claims, work change directives, and change orders. Recommend changes to Program Manager and Smart Sewer Division Head.
- Coordinate review of construction documentation with Design Professional, Resident Project Representative (RPR), Program Manager's FOM, and Contractor for proper and timely execution of the work in accordance with the construction contract documents.
- Participate in monthly Project Status Report (PSR) review meetings with City and Program Manager. For each project, discuss the status of scope, schedule, and

budget, action items for completion by City, potential risk exposures and mitigation action items, and current work activities.

- Assist the City in providing timely responses to 311 inquires related to the SSP projects.
- Work collaboratively with Program Manager's CAM and FOM, the Design Professional and its RPR, and the construction Contractor to resolve construction issues in a timely manner. Address defective work identified by RPR following established construction management procedures.

#### **403 CONSTRUCTION ADMINISTRATION**

Program Manager will provide construction administration management support services to City for SSP projects. Program Manager's Construction Administration Manager (CAM) will be responsible for guiding, directing, and promoting best management practices to the PMs and FOMs assigned to manage or monitor each SSP project during construction.

Provide oversight of PMs responsible for monitoring and managing established project scopes, schedules, and budgets, and the City's risk exposure for each project to help City achieve cost, schedule, quality, and performance objectives. Facilitate the timely resolution of construction related issues that arise working collaboratively with PM, Design Professional and its RPR, FOMs and Contractors. Assist City with managing risk throughout the construction contract duration working collaboratively with the project manager, field operations manager, Design Professional, and the resident project representative (RPR), and the construction Contractor contracted directly with City to achieve timely project completion.

CAM support services will also include continued implementation and updating of construction administration processes and procedures as needed for new projects. Program Manager will utilize Smart Sewer processes and procedures to implement a programmatic approach to construction administration on SSP projects.

Continue the use of Aconex web-based document management system by Program Manager, City Staff, Design Professionals and Contractors on existing construction projects using Program Manager's license agreement on SSP projects selected by City. Program Manager will utilize City's e-Builder document management system on all new construction projects.

Program Manager will monitor, provide guidance to, and rely on the services provided by the Design Professional of each SSP project contracted directly with City to perform select office and field construction administration services as defined in their DPS agreement with the City, including, but not limited to, review of shop drawings and data, and Contractor O&M manuals; the development of responses to requests for clarification; the development of work change directives and evaluation of Contractor cost proposals; evaluation of Contractor claims; review of Contractor's schedule of values and monthly payment applications; review of Contractor's baseline and updated monthly construction schedules; field observation services; assistance with pre-commissioning of new equipment and witnessing of equipment start up, and the providing of O&M training;

performance of substantial completion and final completion inspections of the work; and preparation of construction record drawings.

Program Manager will provide construction administration management support services for SSP projects including the following:

- a.** Provide CAM services to provide guidance, direction, and recommendations for effective project management and construction monitoring to PMs and FOMs during construction of each project. Coordinate with Project Managers at least monthly to have them update their project status reports (PSRs) and risk registers for each assigned project to accurately represent the status of the scope of work, schedule, budget, and potential risk exposure for each project contract.
- b.** Coordinate with FOMs to monitor the performance of RPR Services provided by Design Professionals. Support the Design Professional in confirming that the Contractor's work is completed in accordance with the Construction Contract Documents. Assist PMs and Smart Sewer Division Head with evaluation of the qualifications of RPRs and field construction observation staff proposed by Design Professionals and address performance issues.
- c.** Participate in a preconstruction meeting with the Contractor for each SSP project. Support PM in developing preconstruction conference agenda, review meeting materials and assist PM in conducting preconstruction meeting.
- d.** Support FOM in the review of Design Professional's review comments related to the Contractor's initial baseline construction schedule and monthly schedule updates. Review will be for general conformity to the requirements for scheduling defined in the construction contract documents. Program Manager will provide review comments related to each schedule submittal to Design Professional and City's Project Manager to submit accepted comments to Contractor.
- e.** Support FOM in the review of Design Professional's review of the Contractor's schedule of values for each project.
- f.** Support FOMs in the review of Design Professional's comments related to Contractor's monthly pay applications.
- g.** If requested, participate in monthly Contractor progress meetings for projects under construction and periodic coordination meetings initiated by the Contractor, Design Professional, or PM.
- h.** Coordinate with Design Professionals and PMs in the development of allowance authorizations, work change directives, and change orders.
- i.** Coordinate with Design Professionals and PMs in the development of formal correspondence to Contractor including notification of defective work or punch list work not completed per the construction contract documents and responses to Contractor claims.
- j.** Work collaboratively with PM, FOM, Design Professional, and its RPR, and the construction Contractor to resolve construction issues in a timely manner. Address defective work identified by RPR following established construction administration procedures.



#### **404 FIELD OPERATIONS MANAGERS**

Program Manager will provide part-time Field Operations Managers to monitor the performance of Resident Project Representatives on SSP Projects. City will provide FOM services for three construction projects and perform FOM activities the same as Program Manager's FOMs. The FOMs will serve as a field resource to the PMs and Construction Administration Manager to assist with the review of Contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating Contractor claims. FOMs will also monitor the performance of the Design Professional's RPRs and verify they understand their roles and responsibilities as defined in the SSP RPR Reference Manual, and are performing them to the City's satisfaction by focusing on the following items:

- a. RPR's role and responsibilities as liaison between DP and Contractor, between the DP and City, as well as between Contractor and City.
- b. Records and reporting maintained by the RPR. Assist in standardizing reporting on all SSP projects, including daily signoff on work performed on a time and materials basis.
- c. RPR's role and responsibilities in understanding and upholding the requirements of the construction contract documents and conformance of the Contractor's work, interpretation of the contract documents, and review and processing of scope of work change requests.
- d. RPR's role and responsibilities in understanding and reviewing the Contractors' monthly schedule and monthly payment applications, and responsibilities to participate at Contractor's progress meetings.
- e. RPR's role and responsibilities in performing field observations of Contractor's work, pre-commissioning and start-up, punch list development, substantial & final completion inspections and project closeout services.
- f. RPR working collaboratively with Field Operations Manager, Project Manager, the Design Professional, and the construction Contractor to resolve construction issues in a timely manner and address defective work following established construction management procedures.

The FOMs will conduct weekly SSP project site visits with the lead RPR on each project to observe construction progress, the RPR's construction oversight and interaction with Contractors, the completed construction for general compliance with the City requirements specified in the construction contract documents, to review the RPR's record maintenance and on-sight document management practices and the Design Professional's performance of field support services defined in their Design Professional Services Agreement for construction phase services. FOM will prepare a weekly report to document general observations regarding the development and/or resolution of any major construction issues at each project site, including and any recommendations and requests made to the RPR to improve performance, and will submit the weekly report to the CAM

## **E. TASK SERIES 500 – PRIVATE INFLOW REDUCTION IMPLEMENTATION**

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

### **501 PRIVATE INFLOW REDUCTION IMPLEMENTATION**

Program Manager will assist the City with commencing and implementing Phase 2 and 3 activities of City's Keep Out the Rain (KOTR) program Restart Plan for continued reduction of private inflow to the public sanitary sewer system. This program will be implemented in conjunction with public sewer I/I reduction projects to help achieve the performance criteria defined in the Consent Decree. Subtasks to be performed include:

- a.** Assist KC Water with the development of updated program implementation protocols as needed, the training of Design Professional field inspection crews and plumbing Contractors to properly engage property owners invited to voluntarily participate in the program, and the quantification of presumed or post-construction measured private inflow reduction benefits for work completed through FY2022.
- b.** Assist KC Water with implementing Phases 2 and 3 of the program restart plan following the subsidence of the COVID-19 pandemic to increase the amount of work performed by Design Professionals, plumbing Contractors, and Program Manager, as requested by KC Water.
- c.** Serve as the City's Project Manager for each of the three Design Professionals selected by City to perform building evaluations and coordinate disconnection work completed by plumbing Contractors. Coordinate with Design Professionals to report, monitor, and track program progress and key performance metrics, and assist City with the renewal of Design Professional agreements. Coordinate with Design Professionals on work planning and sequencing of work areas, review and process pay applications of Design Professionals, and provide project management services, including the evaluation of optional services requests submitted by Design Professionals. Coordinate with the plumbing Contractors to renew their contracts with the City as needed and review and process their pay applications. Assist in providing responses to customer inquiries and coordinate with Design Professionals to address issues.
- d.** Coordinate with Design Professional's performing building evaluations to address site specific prohibited private inflow source connections by reviewing revised plumbing disconnection construction details recommended by Design Professionals. Program Manager will coordinate with Design Professionals to obtain Water Services Department's execution of Property Owner Agreements. Program Manager will coordinate with Design Professionals and plumbing Contractors to address site specific "non-standard" inflow source disconnection issues that are identified prior to or during plumbing disconnection work. Program Manager will review cost-effective evaluations

- by Design Professionals and provide City approval of Supplemental Task Orders for “non-standard” disconnection work resulting in additional costs.
- e. Coordinate with Design Professionals to verify the City’s M/WBE plumbing Contractor participation goals are being met. Program Manager will monitor and assess work performance and resource capacity of all M/WBE plumbing Contractors participating in program to achieve the established programmatic goals.
  - f. Monitor disconnection work assigned to each plumbing Contractor by Design Professionals to achieve effective utilization of their available repair capacity within the value of their contract maximum upper limit while meeting established performance requirements for satisfactory plumbing disconnection work.
  - g. Support transitioning to the City’s e-Builder system all the KOTR contract administration activities currently managed in Aconex for the KOTR Program using a three phased approach, including the identification of new system functionality needed to support activities associated with the review and approval of design professional invoices, supplemental task orders, plumber payment application, contract amendments, contract renewals and change orders. 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.

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

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

**601 GREEN INFRASTRUCTURE MEETINGS AND PROJECT COORDINATION**

Program Manager will assist City with continued implementation of green infrastructure. This effort includes assisting City as requested in supporting and participating in green infrastructure steering committee meetings, monthly coordination meetings with KC Water SSP leadership, and Green Stewards monthly meetings. Program Manager will document the status of green infrastructure projects being implemented in the OCP Annual Report and coordinate with the City’s communication team on SSP green infrastructure implementation. Program Manager will continue to assist City in the implementation and evaluation of the Green Stewards program. Program Manager will assist City in coordinating green infrastructure opportunity requests for current and planned projects by others.

**602 GREEN INFRASTRUCTURE FIELD SUPPORT**

- a. Green Infrastructure Performance Monitoring: Program Manager will assist City 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 46 sites and double ring infiltration testing at up to 8 sites 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. Existing Green Infrastructure Troubleshooting/Retrofits: Program Manager will assist the City with green infrastructure troubleshooting for existing sites experiencing performance issues. Assistance will include troubleshooting of issues, design of retrofit solutions, and construction inspection. Program Manager will assist with up to three (3) retrofit designs.

### **603 GREEN INFRASTRUCTURE TRAINING**

- a. GSI Manual Training: Program Manager will assist City in developing training materials for the updated Green Stormwater Infrastructure Manual. Program Manager will assist the City with conducting up to three (3) training workshops through Smart Sewer University focused on different audiences to include interdepartmental staff, design professionals, and contractors. Program Manager will work with City to define the content, schedule for workshops, and summary documents of the training workshops. Program Manager will provide technical staff to deliver the training workshop content.
- b. NGICP Training: Program Manager will assist the City by providing administrative support including the scheduling of up to 13 training sessions and speakers; managing enrollment, coordinating with NGICP; assisting candidates through training process; and administering practice tests and exams.

### **604 GREEN INFRASTRUCTURE PROGRAMMATIC SUPPORT**

Program Manager will provide support as requested by KC Water for the general activities related to the green infrastructure programmatic activities listed below.

- a. Green Infrastructure in Combined Sewer Area Ordinance Assistance: Program Manager will assist the City with completing Green Infrastructure in Combined Sewer Area ordinance. Task will include assisting KC Water with technical review and participating in up to three stakeholder outreach meetings. Assist City with developing materials for up to three (3) meetings/presentations.
- b. Brush Creek/Town Fork Creek Adaptive Management Plan Update: Complete updates to the 2018 Adaptive Management Plan to include the results of the Brush Creek and Town Fork Creek basin implementation plans. Plan updates will include refining of green infrastructure opportunities listed in the original document to align with those identified as part of the basin implementation plans. Program Manager will develop a draft Implementation Plan in a report format for each basin, present preliminary plan results in a workshop for each basin and incorporate input from KC Water into a final report.

- c. Operations & Maintenance Program: Program Manager will assist City in developing materials to present Operations & Maintenance Program recommendations at up to two (2) workshops with City staff. Workshop materials will focus on assisting City with implementation of the immediate and short-term recommendations identified in the Green Infrastructure Operations & Maintenance Recommendations (DRAFT December 2021).
- d. Green Infrastructure Implementation. Assist City in evaluating the potential effectiveness of integrating green infrastructure on city property and land bank parcels in the combined sewer system upon request. Program Manager will provide desktop assessment of green infrastructure effectiveness on stormwater management and potential combined sewer overflow reduction as requested by KC Water. Assist City with performing condition assessments of new green infrastructure installations during the plant establishment and contractor correction/maintenance periods. Assist City with programmatic planning and coordinating implementation of green infrastructure throughout the combined sewer system as requested.

### **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 \$1,000,000 for Optional Services not yet authorized by City that may be required throughout the course of the work. This allowance amount shall not be utilized by Program Manager unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Program Manager approved to utilize any of the allowance amount, unless the City provides written authorization to Program Manager that includes the scope of work 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:

#### **Task Series 100 Programmatic Activities:**

- a. Related to Task 101 -Program Management and Administration.
  - Provide senior specialty staff with proven programmatic experience in Tasks 100 through 600 to serve on Risk Management Committee and perform semi-annual audits and assessment of current program elements to identify potential risk exposures and recommend risk mitigation strategies. The four (4) subconsultant members of this committee have previously been jointly selected and approved by Program Manager and City. Any changes to committee participants will be jointly agreed upon by City and Program Manager. This task is in addition to current activity performed under previous contracts.

- Assist the City in monitoring and evaluating state and federal grant funding opportunities and developing recommendations, strategy and grant applications materials related to the pursuit of grant funding opportunities for Smart Sewer projects, as requested.
- b. Related to Task 103 – Consent Decree Compliance Reporting. Supporting the City with development of the Sewer Extension Report.
- c. Related to Task 104 – Program and Project Controls. Further the on-going development of the PMP to achieve the following goals:
- Report on chosen KPI's for each of the SSP service lanes.
  - Add Green Infrastructure Monitoring Data Dashboard as described below in section 605 subsection (c).
  - Track and Report on SSP MBE/WBE goals and actual utilization with data support from CREO KC and KC Water.
  - Support KC Water with the mirroring of the SSP PMP for other KC Water uses as an Optional Service.
  - Support City with integration of Oracle Primavera P6 schedule data for SSP projects into KC Water's centralized data warehouse location as requested.
  - Assist City with continued tracking of progress made by City's activities required by Nine Minimum Controls and CMOM activities on SSP PMP beyond Phase 1 activities defined in Basic Scope of Services.
- d. Related to Task 105 - Public Communications and Outreach.
- Perform additional programmatic support beyond the basis scope of services on stakeholder engagement, public outreach, and communications activities led by design professional on the DMB Park Green Infrastructure Project.
  - Assist the City's Water Quality Education team with development of educational resources to support execution of K-12 programs, outreach to teachers and other educators, and water quality lessons.
  - Public Outreach - Participate in periodic program status update meetings with City Council, EPA, and MDNR representatives when requested by City.
  - Develop and implement a contractor outreach program to increase competitive bidding.

**Task Series 200 Asset Data Management:**

- a. Related to Task 202 – Asset Data Management:
- Assist with performing GIS and hydraulic system modeling updates in Turkey Creek, Central Industrial District and/or Blue River South basins.
  - Assist with the development of hydraulic modeling and GIS integration Standard Operating Procedures (SOP). Work to include SOP development for identifying differences between KC Water GIS and hydraulic model, when and how to make updates between the systems, capturing survey data into GIS and hydraulic model, and assisting with knowledge transfer with KC Water about how the hydraulic model interfaces with KC Water GIS.

**b. Related to Task 203 – Document Management Systems:**

- Development and implementation of workflows within City’s e-Builder System to improve functionality for administering new design and construction SSP project contracts and to comply with the Consent Decree’s records retention requirements. Workflows may include work change directive process and folder structure mapping. Participate in City Inter-departmental coordination meetings to discuss e-builder functionality improvements.
- Assist City Staff in the creation, upkeep, and storage of training materials specific to e-Builder processes and system usage. Training materials may include recorded training sessions or Q&A sessions compiled into MP4 files, process walkthrough videos engaging City and Program staff compiled into MP4 files, and PDF guides with screenshots and written instructions to compliment the material found in the videos.
- Perform transfer of files and document migration from Aconex to e-Builder during Aconex archiving effort.

**Task Series 300 System Planning, Assessment and Rehabilitation:**

Protocol Updates - Supporting the continuous improvement efforts, Program Manager will update Hydraulic Modeling Protocol with model validation approach, GARR integration, and distributed model approach, Hydraulic Model Update Plan with CD planning horizon model updates, Flow Data Analysis Protocol, and I/I Roadmap to incorporate RMC comments regarding EPA SSOAP.

**a. Related to Task 301 - System Planning and Hydraulic Assessment:**

- Northland Wet Weather Facilities Planning Support. Assessment and evaluation of wet weather flow management alternatives at Birmingham WWTP and or new WWTP in vicinity of Birmingham influent pump station and associated BOD and TSS loads and treatment process needs; feasibility of flood risk and resilience of existing Birmingham plant versus reconstruction of Birmingham plant at new site to accommodate both wet weather treatment and future nutrient removal treatment facilities; and storage and conveyance improvement opportunities in Pied Creek basin to support replacement of Pied Creek plant with a new pump station.
- Assist City with the hydraulic model screening of Turkey Creek basin green infrastructure opportunities and diversion structure performance. Assist City with implementing strategies and tactics for an enhanced adaptive management framework including Combined Sewer Overflow (CSO) solution optimization in Turkey Creek basin with cost-effective alternatives integrating green infrastructure for stormwater management, realization of enhanced existing system storage/conveyance potential through real-time flow controls, and near surface storage/conveyance, or a combination thereof.
- Additional hydraulic assessment and modeling to support Ok Creek Bending Weir Installation design project in Turkey Creek Basin Project.
- Additional Modeling analysis to optimize conceptual locations for Additional In-line Storage Gates in Turkey Creek Basin Project.

- Hydraulic model maintenance and post-construction analysis of the Middle Blue River – DS068 Trolley Trail Project, Blue River Central I/I Reduction Areas 1 and 2 Projects, and NEID Basin Green infrastructure Project. Any hydraulic analysis will be based on assumed performance and outdated information.
- Additional hydraulic model runs requested by Owner in support of pre-design and design professional efforts beyond the projects identified in Basic Scope of Services, including verification of sewer system flows and pipe sizes recommended by Design Professionals, and documentation of results in tables and graphics in the appropriate digital format.
- Collaboration with City staff and Project Delivery team on strategic system planning and system performance assessment and control measure optimization, including perform hydraulic modeling analyses in selected portions of basins to support SSP projects beyond the basins specifically in item 301.

**b. Related to Task 302 – Systemwide Hydraulic Model Maintenance and Management:**

- Develop and implement a plan to merge and maintain the system wide existing conditions and system wide future conditions models as a single integrated model. Maintain system-wide future conditions model based on the assumption that the future conditions model will be integrated with the system wide existing condition model.
- Prepare for the system-wide model update to support evaluation of the achievement of 2024 Consent Decree interim milestone for capture of wet weather flow. Validate system-wide model in preparation for 2024 regulatory CD interim milestone. Data available from permanent flow meters will be used to validate system CSO and monitored overflows at diversion structures using the latest model version. Identify basins and/or areas of the existing model that need to be updated by FY24 to support the CD Phase 1 Interim Percent Capture assessment.
- The FY23 Model Update Plan. Assist City with development of System Wide Hydraulic Model Update Plan to define priority model update activities to be performed in FY24.

**c. Related to Task 303 - Flow and Rainfall Monitoring Services:**

- Prepare a flow monitoring plan for Spring 2023 flow monitoring period to obtain pre-construction and post-construction flow and rainfall data to support SSP project implementation, Consent Decree compliance, and implementation of the Hydraulic Model Update Plan.

**d. Related to Task 304 - Rainfall and Flow Data Analyses:**

- Assist the City in conducting dry weather, wet weather, and/or I/I flow analyses of the collected flow and rainfall data using EPA-SSOAP toolbox. Perform pre- and post-construction analysis of flow and rainfall data to estimate I/I reduction results in the project areas for up to 44 flow meter data sets.



- e. Related to Task 305 - Field Survey and Investigation Plan:
  - Field Survey and Investigation Plan. Streamline the integration between City's GIS and collection system hydraulic models. Establish the primary source of collection system information and assist City with update of GIS to accurately represent the most reliable system data available.
- f. Related to Task 306 - Annual Sewer Rehabilitation Support:
  - Conducting sewer stream crossing inspections consisting of external and/or internal condition assessments.
  - Perform alignment walks for low priority force mains.
  - ASR - Large Diameter Sewers (Gravity Mains 48-inch diameter and larger) - Develop System Characterization/Manhole Inspection (SC/MHI) packages and CCTV inspection packages for additional large diameter sewers and manholes.

### **Task Series 400 Project Delivery:**

- a. Related to Task 401 - Overall Project Delivery Coordination:
  - Collaborate with system planning and performance assessment service lane to evaluate potential project changes or alternative control measures during design or construction phases of a project when project configuration or optimization is considered. Coordinate with system planning and performance assessment service lane activities including hydraulic modeling and system analyses, and green infrastructure opportunity assessments, by providing technical input on currently planned and alternative control measures while considering control measure interdependencies and identifying potential design and constructability concerns, and operations and maintenance needs.
  - Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.
- b. Related to Task 406 - Resident Project Representative:
  - Provide Resident Project Representative (RPR) services as required by the City to support Consent Decree Smart Sewer Projects and emergency repairs under the City-Wide Sewer Infrastructure Rehabilitation within Waterways project. For the purpose of establishing a basis of compensation, Program Manager has budgeted up to 960 staff hours of RPR Services for this project.

### **Task Series 500 Private Inflow Reduction Implementation:**

- a. Related to Task 501 - Private Inflow Reduction Implementation (Backflow Prevention Program Development Support).
  - Support KC Water in developing a City-Wide Backflow Prevention Program (CWBFP). This may include determining priority areas in both the CSS and SSS based on review of City's basement backup reporting information to identify property owners that have reported repeated basement backups and establishing eligibility

requirements to identify property owners that qualify to participate in the BFPP. Synergies will be identified with Private Inflow Reduction Implementation.

**Task Series 600 Green Infrastructure Implementation:**

- a. Related to Task 604 - Green Infrastructure Programmatic Support.
- Develop basin green infrastructure implementation plan for one combined sewer basin selected by City. Task Series 300 model results will be used to evaluate watershed level green infrastructure opportunities. Hydraulic modeling results that identify priority diversion structures within each CSS basin to integrate green infrastructure opportunities to optimize overflow control measures will be further evaluated in each basin plan using defined processes.
  - Green Infrastructure Partnership Program Framework. Program Manager will assist the City in development of a green infrastructure partnership program framework. The goal of the program will be 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. The program framework will define the minimum requirements to be eligible to apply, identify priority areas for higher potential benefit to the CSS system, and define ownership responsibility and long-term maintenance expectations.
  - Green Infrastructure Monitoring Data Dashboard. Program Manager will develop a digital database of the SPS-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 PMP. Previous green infrastructure monitoring data will be organized by site and linked to the new digital dashboard.
  - Development of project summary reports for completed green infrastructure pilot projects and additional green infrastructure projects.
  - Assist the City in developing tools for managing the City's Green Infrastructure O&M Program to meet the key performance indicators.

**IV. CITY'S RESPONSIBILITIES**

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

- a. 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. Provide said information within thirty (30) calendar days of receipt of a written request by Program Manager.

- b.** 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.
- c.** Manage collection system sensor network through other DPS contracts and provide information and data to Program Manager to support model refinements and updates and to support other projects.
- d.** Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by Program Manager.
- e.** City Staff will review NPDES permit renewals for their six (6) wastewater treatment facilities (WWTFs) when the permits come up for review and renewal.
- f.** City will provide RPR services for City-Wide Sewer Cleaning and CCTV Inspections Project and City-Wide Sewer Infrastructure Rehabilitation within Waterways Project.
- g.** City will perform CCTV condition assessments of rehabilitated sewers during the correction period of SSP projects and identify defects to be corrected by Contractor.
- h.** 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.
- i.** City will provide FOM services for three construction projects and perform FOM activities within the Project Delivery Task FOM framework for the SSP.
- j.** City will provide hydraulic modeling staff to support Task 303 network updates by Program Manager in Blue River South and CID basins and support Task 307 identification of manholes and diversion structures for survey, equivalent to approximately one FTE of support.
- k.** 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 in the Middle Blue River Basin and Blue River South Basins for hydraulic model maintenance use.
- l.** 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 B**

**ELECTRONIC DATA REQUIREMENTS**

DRAFT

## ELECTRONIC DATA REQUIREMENTS

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

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

### B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
  - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
  - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
  - c. **Web Browser:** Microsoft Internet Explorer 9
  - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
  - e. **Scheduling Software:** Microsoft Project or Primavera
  - f. **Internet Service Provider:** A reliable ISP in the area of the Project
  - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of **3 Mbps** Downstream and **512 Kbps** Upstream

### C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all

project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
  - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
  - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

#### **D. Electronic File Requirements – Closeout**

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

#### **E. Project Management Communications - Construction**

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
  - a. Individuals may use the User Application included in these specifications or may request the User Application.
  - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
  - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

**ATTACHMENT C**

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

DRAFT



**ATTACHMENT C**

**COMPENSATION SCHEDULE  
(Effective Through 12/31/22)**

<b><u>Position Classification</u></b>	<b><u>Classification Level</u></b>	<b><u>Hourly Compensation Range</u></b>
General Office*	5	\$10.00 - \$33.00
Technician*	6	\$15.00 - \$38.00
Assistant*	7	\$17.00 - \$49.00
	8	\$19.00 - \$55.00
	9	\$22.00 - \$65.00
Staff*	10	\$23.00 - \$72.00
	11	\$24.00 - \$76.00
Senior	12	\$33.00 - \$80.00
	13	\$35.00 - \$91.00
Associate	14	\$41.00 - \$102.00
	15	\$55.00 - \$109.00
	16	\$60.00 - \$120.00
	17	\$70.00 - \$130.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$285 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 of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
9. The hourly compensation ranges shown above are effective through December 31, 2022 and subject to revision thereafter.

## CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ATTACHMENT E**

### **HRD DOCUMENTS**

00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver

00450.01: HRD Letter of Intent to Subcontract

00460 HRD Form 10: Timetable for MBE/WBE Utilization

00470 HRD Form 11: Request for Modification or Substitution

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project/Contract Number: 60810092/1635-1

Project Title: Smart Sewer Program Management Services

Smart Sewer Program Management (Department Project) Water Services Department Department

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

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

I, John Pruss, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are **15% MBE** and **10% WBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: 15% MBE 10% WBE**

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

a. Name of M/WBE Firm: 3T Design & Development, LLC (MBE and WBE)  
Address: 1838 B 78<sup>th</sup> Street, Kansas City, MO 64132  
Telephone No.: (816) 516-5977  
I.R.S. No.: 43-1953275

b. Name of M/WBE Firm: DuBois Consultants, Inc. (MBE)  
Address: 5737 Swope Parkway, Kansas City, MO 64130  
Telephone No.: (816) 333-7 700  
I.R.S. No.: 43-1494206

- c. Name of M/WBE Firm: HG Consult, Inc. (MBE)  
 Address: 10512 N Euclid Ave., Kansas City, MO 64155  
 Telephone No.: (816) 912-4270  
 I.R.S. No.: 27-1675196
- d. Name of M/WBE Firm: LMG Construction Services, LLC (WBE)  
 Address: 1905 Cherry St., Kansas City, MO 64108  
 Telephone No.: (816) 474-0333  
 I.R.S. No.: 20-8835268
- e. Name of M/WBE Firm: Lynchpin Ideas, LLC (WBE)  
 Address: 7233 Jarboe Street, Kansas City, MO 64114  
 Telephone No.: (816) 674-1724  
 I.R.S. No.: 48-6781795
- f. Name of M/WBE Firm: Macy Consulting Services, Inc. (WBE)  
 Address: 6141 Walnut Street, Kansas City, MO 64113  
 Telephone No.: (816) 716-8153  
 I.R.S. No.: 84-2322146
- g. Name of M/WBE Firm: Parson & Associates (MBE)  
 Address: 1518 E. 18<sup>th</sup> Street, Kansas City, MO 64108  
 Telephone No.: (816) 216-6571  
 I.R.S. No.: 33-1169076
- h. Name of M/WBE Firm: SE3, LLC (MBE)  
 Address: 230 SW Main Street, Suite 213, Lee's Summit, MO 64063  
 Telephone No.: (816) 272-5545  
 I.R.S. No.: 20-1307980
- i. Name of M/WBE Firm: Taliaferro & Browne, Inc. (MBE)  
 Address: 1020 E. 8<sup>th</sup> Street, Kansas City, MO 64106  
 Telephone No.: (816) 283-3456  
 I.R.S. No.: 48-0758891
- j. Name of M/WBE Firm: TREKK Design Group, LLC (WBE)  
 Address: 1441 E. 104<sup>th</sup> Street, Suite 105, Kansas City, MO 64113  
 Telephone No.: (816) 874-4655  
 I.R.S. No.: 43-1953275
- k. Name of M/WBE Firm: Vireo (WBE)  
 Address: 929 Walnut Street, Kansas City, MO 64106  
 Telephone No.: (816) 756-5690  
 I.R.S. No.: 43-1714841

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
3T Design & Development LLC		\$300,000	100%	2.5%
DuBois Consultants, Inc.		\$261,200	100%	2.7%
HG Consult, Inc.		\$71,200	100%	0.6%
Parson & Associates		\$110,000	100%	0.9%
SE3, LLC		\$307,500	100%	2.6%
Taliaferro & Browne, Inc.		\$694,100	100%	5.8%
<b>TOTAL MBE \$ / TOTAL MBE %:</b>		<b>\$1,804,000</b>		<b>15.0%</b>

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount	Weighted Value	% of Total Contract
3T Design & Development LLC		\$200,000	100%	1.7%
LMG Construction Services, LLC		\$48,700	100%	0.4%
Lynchpin Ideas, LLC		\$195,000	100%	1.6%
Macy Consulting Services, Inc.		\$22,000	100%	0.2%
TREKK Design Group, LLC		\$701,373	100%	5.8%
Vireo		\$35,000	100%	0.3%
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		<b>\$1,202,073</b>		<b>10.0%</b>

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

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



5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation.
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve.
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: John Pruss  
 Address: 9450 Ward Parkway, Kansas City, MO 64114  
 Phone Number: (816) 349-6679  
 E-mail Address: jjpruss@burnsmcd.com

By: John Pruss *John Pruss*  
 Title: Director, Program Management  
 Date: 3-28-22  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 28th day of March, 2022.

My Commission Expires: 3-14-24

*Angie Yelton*  
 Notary Public  
**ANGIE YELTON**  
 NOTARY PUBLIC-NOTARY SEAL  
 STATE OF MISSOURI  
 JACKSON COUNTY  
 MY COMMISSION EXPIRES 3/14/2024  
 COMMISSION # 12381302



# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

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

**PART 1:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor TREKK Design Group, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Task 104 - Program and Project Controls, Task 303 - Flow and Rainfall Monitoring Services, Task 307 - Sewer Manhole Inspections, Task 402 - Project Management Services, Task 602 - Green Infrastructure Field Support, Owner Controlled Optional Service

Authorization(s) \_\_\_\_\_

for an estimated amount of \$ 701,373.00 (or \_\_\_\_\_ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
Signature: Prime Contractor  
Director of Program Management  
Title

John Pruss  
Print Name  
March 28, 2022  
Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

STAMP:

**ANGIE YELTON  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302**

MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Lucas Gillen  
Signature: Prime Contractor  
ASSOCIATE  
Title

LUCAS GILLEN  
Print Name  
3/25/22  
Date

State of Missouri )  
County of Jackson County )

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

Subscribed and sworn to before me, a notary public, on this  
day of 25th, 2022

My Commission Expires: 02-07-23

Alyssa Torres  
Notary Public

STAMP:

**ALYSSA NICOLE TORRES  
Notary Public - Notary Seal  
Jackson County - State of Missouri  
Commission Number 19917836  
My Commission Expires Feb 7, 2023**





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

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

**PART I:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Taliaferro & Browne, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Task 104- Program & Project Controls, Task 303- Flow and Rainfall Monitoring Services, Task 304- Rainfall and Flow Data Analysis, Task 306- Annual Sewer Rehab Support, Task 307- Sewer Manhole Inspections, Task 402- Project Management Services, Task 601- GI Meetings & Project Coordination, Task 602- Green Infrastructure Field Support, Task 603- Green Infrastructure Training, Task 604- Green Infrastructure Programmatic Support

for an estimated amount of \$ 694,100.00 (or \_\_\_\_\_% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_

Name Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
Signature: Prime Contractor      John Pruss  
Director of Program Management      Print Name  
Title      Date March 28, 2022

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

STAMP:

**ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302**

MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Browne, Inc.

Leonard J. Graham  
Signature: Prime Contractor      Leonard J. Graham  
President      Print Name  
Title      Date 3.25.2022

State of Missouri )  
County of Clay )

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

Subscribed and sworn to before me, a notary public, on this 25th  
day of March, 2022

My Commission Expires: 03-07-2026

Eartha J. Taylor  
Notary Public

STAMP:

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



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

**PART I:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor SE3, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Task 303 – Flow and Rainfall Monitoring Services, Task 401 – Project Delivery Coordination, Task 402 - Project Management Services, Owner Controlled Optional Service Authorization(s)

for an estimated amount of \$ 307,500.00 (or \_\_\_\_\_% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss Signature: Prime Contractor  
John Pruss Print Name  
Director of Program Management  
March 28, 2022 Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: SE3, LLC

Vernal Stewart Signature: Prime Contractor  
VERNAL STEWART Print Name  
PRESIDENT  
3.25.2022 Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 25  
day of Mar, 2022

My Commission Expires: 8/11/2023

Brandi Stangle  
Notary Public

STAMP:

BRANDI L STANGLE  
Notary Public, Notary Seal  
State of Missouri  
Jackson County  
Commission # 19732746  
My Commission Expires 08-11-2023



# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

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

**PART 1:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Patti Banks Associates LLC dba Vireo who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Task 602 – Green Infrastructure Field Support, Task 603 - Green Infrastructure Training, Task 604 - Green Infrastructure Programmatic Support

for an estimated amount of \$ 35,000.00 (or \_\_\_\_\_ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
Signature: Prime Contractor  
Director of Program Management  
Title

John Pruss  
Print Name  
3-24-22  
Date

State of Missouri

County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 24th  
day of March, 2022

My Commission Expires: 3-14-24  
**ANGIE YELTON**

Angie Yelton  
Notary Public

STAMP: NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302

MWDBE SUBCONTRACTOR BUSINESS NAME: Patti Banks Associates LLC dba Vireo

Linda deFlon  
Signature: Prime Contractor  
Managing Member  
Title

Linda deFlon  
Print Name  
March 22, 2022  
Date

State of Missouri )

County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this  
22 day of March, 2022

My Commission Expires: Jan 3, 2026

Jessica Lee  
Notary Public

STAMP:

JESSICA LEE  
Notary Public - Notary Seal  
Jackson County - State of Missouri  
Commission Number 22706670  
My Commission Expires Jan 3, 2026



# LETTER OF INTENT TO SUBCONTRACT

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

**Project Name/Title** Smart Sewer Program Management Services

**Project Location/Number** 60810092

**PART I:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Parson & Associates who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Task 105 - Public Communications & Outreach

for an estimated amount of \$ 110,000.00 (or \_\_\_\_\_% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John J Pruss  
Signature: Prime Contractor  
Director of Program Management  
Title

John Pruss  
Print Name  
March 28, 2022  
Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

STAMP:

**ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302**

MWDBE SUBCONTRACTOR BUSINESS NAME: Parson & Associates

Robert "Jason" Parson  
Signature: Prime Contractor  
President  
Title

Robert "Jason" Parson  
Print Name  
28 March 22  
Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March, 2022

My Commission Expires: Sept 9, 2024

Elmer Taylor  
Notary Public

STAMP:

**ELMER TAYLOR III,  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES SEPTEMBER 9, 2024  
JACKSON COUNTY  
COMMISSION #12464119**





# LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

**PART 1:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Macy Consulting Services, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Task 105-Public Communications & Outreach

for an estimated amount of \$ 22,000.00 (or      % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
 Signature Prime Contract  
 Director of Program Management  
 Title

John Pruss  
 Print Name  
March 28, 2022  
 Date

State of Missouri  
 County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
 day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
 Notary **ANGIE YELTON**

STAMP:

**NOTARY PUBLIC-NOTARY SEAL**  
**STATE OF MISSOURI**  
**JACKSON COUNTY**  
**MY COMMISSION EXPIRES 3/14/2024**  
**COMMISSION # 12381302**

MAJOR SUB CONTRACTOR BUSINESS NAME: Macy Consulting Services, Inc.

Bobbie Mary  
 Signature Prime Contractor  
 President  
 Title

Bobbie Mary  
 Print Name  
3/25/22  
 Date

State of Kansas )  
 County of Johnson )

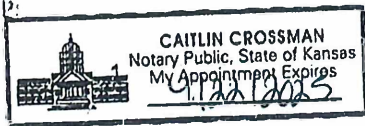
I, Caitlin Cross, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 25th  
 day of Mar, 2022

My Commission Expires: 4/22/2025

Caitlin Cross  
 Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

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

**PART 1:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Lynchpin Ideas, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Task 105 - Public Communications & Outreach, Owner Controlled Optional Service Authorization(s)

for an estimated amount of \$ 195,000.00 (or \_\_\_\_\_ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: Dan Hurst, LLC

Full address: 4312 NE Courtney Dr. Lee's Summit, MO 64064  
Street number and name City, State and Zip Code

Primary contact: Dan Hurst 816-475-8774  
Name Phone

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

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

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

b) Scope of work to be performed: Voice-over and Spanish Translations

c) The dollar value of this agreement is: \$500.00



lynchpinideas

4550 Main Street, Suite 200  
Kansas City, MO 64111

Part 2: Subcontractors (continued)

2) Company: Jess Purviance dba Pilgrim Animation  
Address: 9113 W. 89th Ter, Overland Park, KS 66212  
Phone: (913) 827-8798  
Primary contact: Jess Purviance

- a) This subcontractor is (**BOLD one**): MBE WBE DBE N/A
- b) Scope of work to be performed: video and animation
- c) The dollar value of this agreement is: \$3000

3) Company: Kenny Johnson Photography  
Address: 1413 West 11th Street, Kansas City, MO 64101  
Phone: (816) 471-1200  
Primary contact: Kenny Johnson

- a) This subcontractor is (**BOLD one**): MBE WBE DBE N/A
- b) Scope of work to be performed: photography
- c) The dollar value of this agreement is: \$2500

4) Company: Michael Ashcraft  
Address: 6830 Rockhill Road Kansas City, MO 64113  
Phone: (816) 804-5577  
Primary contact: Michael Ashcraft

- a) This subcontractor is (**BOLD one**): MBE WBE DBE N/A
- b) Scope of work to be performed: voice-over
- c) The dollar value of this agreement is: \$750

5) Company: Print Graphics  
Address: 945 Northwest Vesper Street Blue Springs, MO 64015  
Phone: (816) 228-1053  
Primary contact: Kyle Casswell

- a) This subcontractor is (**BOLD one**): MBE WBE DBE N/A
- b) Scope of work to be performed: Printing, signage
- c) The dollar value of this agreement is: \$1500



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John G Pruss  
Signature: Prime Contractor  
Director of Program Management  
Title

John Pruss  
Print Name  
march 28, 2022  
Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of march, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

STAMP:

**ANGIE YELTON**  
**NOTARY PUBLIC-NOTARY SEAL**  
**STATE OF MISSOURI**  
**JACKSON COUNTY**  
**MY COMMISSION EXPIRES 3/14/2024**  
**COMMISSION # 12381302**

MWD BE SUBCONTRACTOR BUSINESS NAME: Lynchpin Ideas, LLC

Laura Lynch  
Signature: Prime Contractor  
Owner  
Title

Laura Lynch  
Print Name  
3-25-22  
Date

State of Kansas )  
County of Johnson )

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

Subscribed and sworn to before me, a notary public, on this 25th  
day of Mar, 20 22

My Commission Expires: 4/22/2025

Cc  
Notary Public

STAMP:







# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

**PART I:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor LMG Construction Services, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Task 303-Flow and Rainfall Monitoring Services

for an estimated amount of \$ 48,700.00 (or \_\_\_\_\_ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

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

Primary contact: \_\_\_\_\_  
Name Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
Signature: Prime Contractor  
Director of Program Management  
Title

John Pruss  
Print Name  
March 28, 2022  
Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

**ANGIE YELTON**  
**NOTARY PUBLIC - NOTARY SEAL**  
**STATE OF MISSOURI**  
**JACKSON COUNTY**  
**MY COMMISSION EXPIRES 3/14/2024**  
**COMMISSION # 12381302**

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: LMG Construction Services, LLC

Lisa Garney  
Signature: Prime Contractor  
President  
Title

Lisa Garney  
Print Name  
3/25/2022  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 25th  
day of March, 2022

My Commission Expires: 11/03/2023

Bryson Kent Drummonds  
Notary Public

**BRYSON KENT DRUMMONDS**  
**Notary Public, Notary Seal**  
**State of Missouri**  
**Jackson County**  
**Commission # 19345206**  
**My Commission Expires 11-03-2023**

STAMP:



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

**PART I:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor HG Consult, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

- Task 304-Rainfall and Flow Data Analyses
- Task 602-Green Infrastructure Field Support
- Task 603-Green Infrastructure Training

for an estimated amount of \$ 71,200.00 (or \_\_\_\_\_% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name	City, State and Zip Code
------------------------	--------------------------

Primary contact: \_\_\_\_\_

Name	Phone
------	-------

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

*John Pruss*  
Signature: Prime Contractor  
Director of Program Management  
Title

John Pruss  
Print Name  
3-24-22  
Date

State of Missouri  
County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 24th  
day of March, 2022

My Commission Expires: 3-14-24

*Angie Yelton*  
Notary Public

STAMP: **ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302**

MWDBE SUBCONTRACTOR BUSINESS NAME: HG Consult, Inc.

*Earl Harrison Jr.*  
Signature: Prime Contractor  
President  
Title

Earl Harrison Jr.  
Print Name  
3/22/2022  
Date

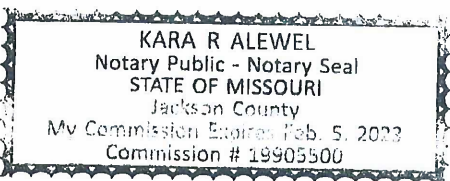
State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this March  
day of 22, 2022

My Commission Expires: FEB 5 2023

*Kara R Alewel*  
Notary Public

STAMP: 





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

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

**PART 1:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Dubois Consultants, Inc who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Task 102-Contract Administration, Task 301-System Planning & Hydraulic Assessment, Task 302-Systemwide Hydraulic Model Maintenance & Management, Task 303-Flow and Rainfall Monitoring Services, Owner Controlled Optional Service Authorization(s)

for an estimated amount of \$ 321,200.00 (or \_\_\_\_\_% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_

Name Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
Signature: Prime Contractor

John Pruss  
Print Name

Director of Program Management  
Title

3-24-22  
Date

State of Missouri

County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 24th  
day of March, 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

STAMP:

**ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302**

MWDBE SUBCONTRACTOR BUSINESS NAME: Dubois Consultants, Inc

Cervante Sudduth  
Signature: Prime Contractor

Cervante Sudduth  
Print Name

President  
Title

Date

State of Missouri )

County of Jackson )

**ROBIN BELCHER  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JANUARY 18, 2026  
JACKSON COUNTY  
COMMISSION #22786000**

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

Subscribed and sworn to before me, a notary public, on this  
day of 03, 2022

My Commission Expires: 01/18/2026

RL BL  
Notary Public

STAMP:



# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Smart Sewer Program Management Services

Project Location/Number 60810092

Check one:

Original LOI:

Updated LOI:

**PART I:** Prime Contractor Burns & McDonnell Engineering Company Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor 3T Design & Development, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Task 202-Asset Data Management, Task 203-Document Management Systems, Owner Controlled Optional Service Authorization(s)

for an estimated amount of \$ 500,000.00 (or \_\_\_\_\_ % of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: \_\_\_\_\_

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

Primary contact: \_\_\_\_\_  
Name Phone

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

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Company, Inc.

John Pruss  
Signature: Prime Contractor

John Pruss  
Print Name

Director of Program Management  
Title

March 28, 2022  
Date

State of Missouri

County of Jackson

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

Subscribed and sworn to before me, a notary public, on this 28th  
day of March 2022

My Commission Expires: 3-14-24

Angie Yelton  
Notary Public

STAMP:

**ANGIE YELTON**  
**NOTARY PUBLIC-NOTARY SEAL**  
**STATE OF MISSOURI**  
**JACKSON COUNTY**  
**MY COMMISSION EXPIRES 3/14/2024**  
**COMMISSION # 12381302**

MWDBE SUBCONTRACTOR BUSINESS NAME: 3T Design & Development, LLC

W.R. Turner  
Signature: Prime Contractor

W. Ruth Turner  
Print Name

Principal  
Title

3-25-22  
Date

State of Missouri

County of Jackson

W. Ruth Turner state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 25th  
day of March 2022

My Commission Expires: 3/20/2026

Debra S. Clatanoff  
Notary Public

STAMP:

**Debra S. Clatanoff**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
**Jackson County**  
**My Commission Expires: Mar 20, 2026**  
**Commission # 14856253**



**TIMETABLE FOR MBE/WBE UTILIZATION**

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

I, John Pruss, acting in my capacity as Director, Program Management  
*(Name)* *(Position with Firm)*  
of Burns & McDonnell Engineering Co., Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**  
*(Check one only)*

15 days  75 days  135 days   
30 days  90 days  150 days   
45 days  105 days  165 days   
60 days  120 days  180 days   
Other 365 (Specify)

Throughout  Beginning 1/3   
Middle 1/3  Final 1/3   
Beginning 1/3  % Middle 1/3  % Final 1/3  %

**PLEASE NOTE:** Any changes in this timetable require approval of the Human Relations Department in advance of the change.

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

John Pruss  
*(Signature)*

Director, Program Management  
*(Position with Firm)*

March 28, 2022  
*(Date)*



# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

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

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

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

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

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

**TO**

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

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

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

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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor) "Company Name"

By: \_\_\_\_\_  
(Authorized Representative) "signature"



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

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

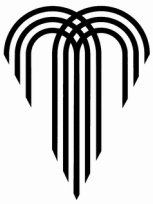
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
appeared \_\_\_\_\_, to me personally known to be the  
\_\_\_\_\_ of the \_\_\_\_\_,

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

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

My commission expires:

\_\_\_\_\_  
Notary Public



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

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

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

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

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

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ATTACHMENT F**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

DRAFT

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF MISSOURI )

) ss

COUNTY OF JACKSON )

On this 31st day of march, 2022, before me appeared John Pruss, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Director of Program Management (title) of Burns & McDonnell Engineering Company, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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



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

John J. Russ  
Affiant's signature

Subscribed and sworn to before me this 31st day of March, 2022.

Angie Yelton  
Notary Public

My Commission expires: 3-14-24

ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302

**ATTACHMENT G**

**TRUTH-IN-NEGOTIATION CERTIFICATE**

DRAFT

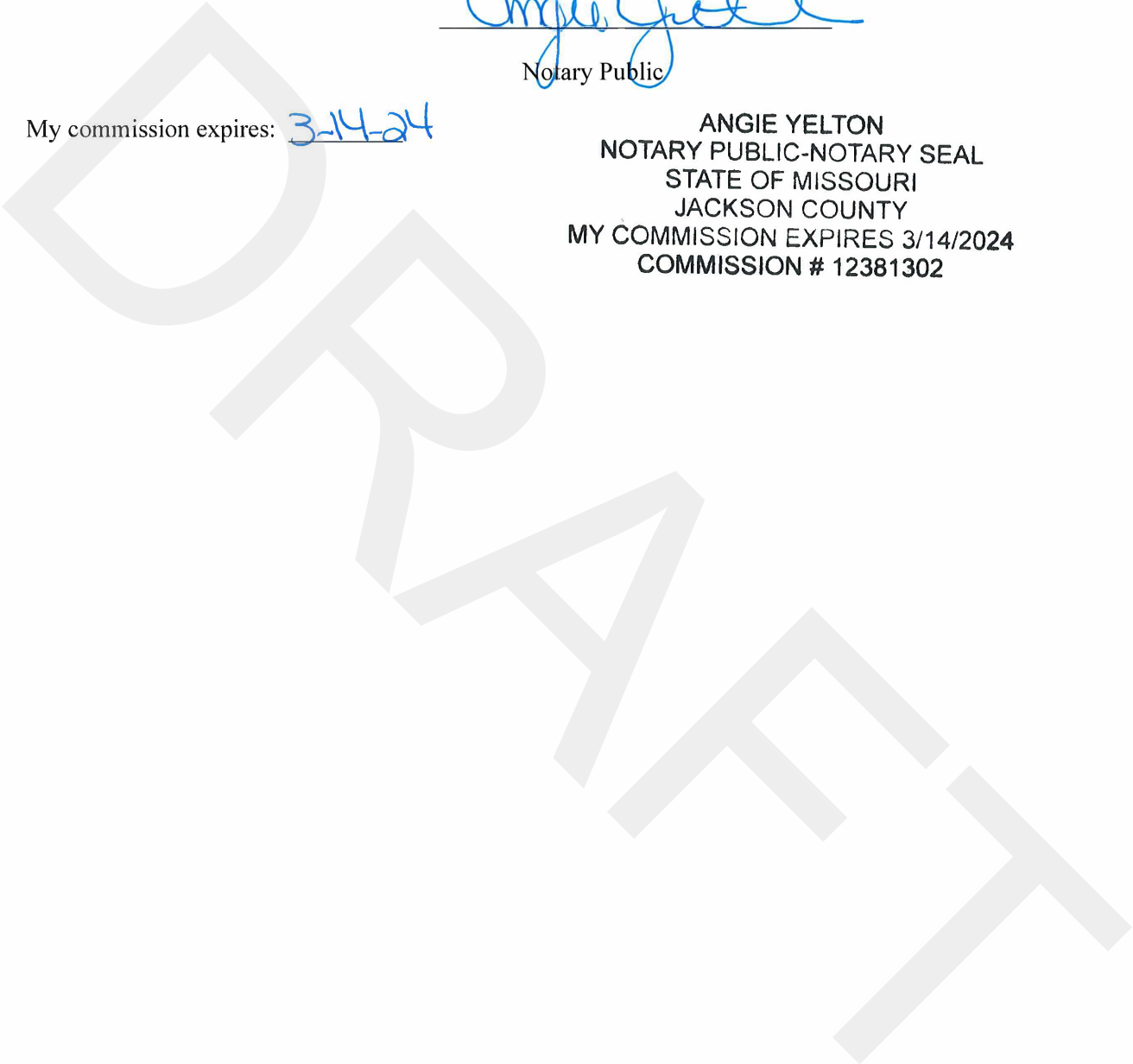


On this 31 day of March 2022 before me, Angie Yelton, a Notary Public in and for said state, personally appeared ( John Pruss ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Angie Yelton  
Notary Public

My commission expires: 3-14-24

ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302



**ATTACHMENT H**

**AFFIDAVIT OF COMPLIANCE WITH THE  
FEDERAL CONSENT DECREE**

DRAFT



**ATTACHMENT I**

**NON-CONSTRUCTION SUBCONTRACTORS LISTING**

DRAFT

# NON-CONSTRUCTION SUBCONTRACTORS LISTING

Project/Contract No: 60810092/1635-1

Project Name: Smart Sewer Program Management Services

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

	<b>Company Name Contact Name and Email</b>	<b>Address Phone No. and Fax No.</b>
1.	Company: 3T Design & Development, LLC Contact: Ruth Turner, Principal Email: <a href="mailto:rturner@3t-kc.com">rturner@3t-kc.com</a>	Address: 1838 B 78 <sup>th</sup> Street, Kansas City, MO 64132 Phone: (816) 516-5977
2.	Company: Dubois Consultants, Inc. Contact: Ajamu Webster, President Email: <a href="mailto:awebster@duboisenrgs.com">awebster@duboisenrgs.com</a>	Address: 5737 Swope Parkway, Kansas City, MO 64130 Phone: (816) 333-7700 Fax: (816) 333-7722
3.	Company: HG Consult, Inc. Contact: Earl Harrison Jr., President Email: <a href="mailto:eharrison@hgcons.com">eharrison@hgcons.com</a>	Address: 10512 N Euclid Ave., Kansas City, MO 64155 Phone: (816) 912-4270
4.	Company: LMG Construction Services, LLC Contact: Lisa Garney, President Email: <a href="mailto:lmg@lmgbuilds.com">lmg@lmgbuilds.com</a>	Address: 1905 Cherry St., Kansas City, MO 64108 Phone: (816) 474-0333
5.	Company: Lynchpin Ideas, LLC Contact: Laura Lynch, Owner Email: <a href="mailto:laura@lynchpinideas.com">laura@lynchpinideas.com</a>	Address: 7233 Jarboe Street, Kansas City, MO 64114 Phone: (816) 674-1724
6.	Company: Macy Consulting Services, Inc. Contact: Babette Macy, President Email: <a href="mailto:babette.macy@link2built.com">babette.macy@link2built.com</a>	Address: 6141 Walnut Street, Kansas City, MO 64113 Phone: (816) 716-8153
7.	Company: Parson & Associates Contact: Robert 'Jason' Parson, President Email: <a href="mailto:jason@parsonkc.com">jason@parsonkc.com</a>	Address: 1518 E. 18th Street, Kansas City, MO 64108 Phone: (816) 216-6571
8.	Company: Patti Banks Associates LLC dba Vireo Contact: Linda deFlon, Owner Email: <a href="mailto:linda@bevireo.com">linda@bevireo.com</a>	Address: 929 Walnut Street, Suite 700, Kansas City, MO 64106 Phone: (816) 756-5690
9.	Company: Phronesis LLC Contact: Tim Duggan, Principal Email: <a href="mailto:tim@phronesis-design.com">tim@phronesis-design.com</a>	Address: 2433 Tracy Avenue, Kansas City, MO 64108 Phone: (816) 214-0896
10.	Company: SE3, LLC Contact: Vernal Stewart, President Email: <a href="mailto:vstewart@se3.us">vstewart@se3.us</a>	Address: 230 SW Main Street, Suite 213, Lee's Summit, MO 64063 Phone: (816) 272-5545 Fax: (816) 272-5510
11.	Company: Taliaferro & Browne, Inc. Contact: Leonard Graham, President Email: <a href="mailto:lgraham@tb-engr.com">lgraham@tb-engr.com</a>	Address: 1020 E. 8th Street, Kansas City, MO 64106 Phone: (816) 283-3456 Fax: (816) 283-0810
12.	Company: TREKK Design Group, LLC Contact: Amy Galap, Project Manager Email: <a href="mailto:agralapp@trekkdesigngroup.com">agralapp@trekkdesigngroup.com</a>	Address: 1441 E. 104th Street, Suite 105, Kansas City, MO 64143 Phone: (816) 874-4655 Fax: (816) 874-4665
13.	Company: HDR Engineering, Inc. Contact: Joseph Drimmel, Sr. Vice President Email: <a href="mailto:Joseph.Drimmel@hdrinc.com">Joseph.Drimmel@hdrinc.com</a>	Address: 10450 Holmes Rd, Suite 600 Kansas City, MO 64111 Phone:
14.	Company: Stantec Consulting Services Contact: Nicholas Anderson Email: <a href="mailto:nicholas.anderson@stantec.com">nicholas.anderson@stantec.com</a>	Address: 229 Peachtree Street, Suite 1900, Atlanta GA 30303 Phone: (617) 314-7103



15.	Company: Tetra Tech, Inc. Contact: Carol Hufnagel, Project Manager Email: <a href="mailto:Carol.Hufnagel@tetratech.com">Carol.Hufnagel@tetratech.com</a>	Address: 710 Avis Dr., Suite 100, Ann Arbor, MI 48108 Phone: (734) 665-6000
16.	Company: Vieux Inc. Contact: Jean Vieux, President Email: <a href="mailto:jean.vieux@vieuxinc.com">jean.vieux@vieuxinc.com</a>	Address: 301 DDL Boren Blvd, Suite 3050, Norman, OK 73072 Phone: (405) 325-1818
17.	Company: LimnoTech Contact: Hans Holmberg Email: <a href="mailto:hholmberg@limno.com">hholmberg@limno.com</a>	Address: 501 Avis Drive, Ann Arbor, MI 48108 Phone: 734-332-1200
18.	Company: CDM Smith Contact: Christopher Burns Email: <a href="mailto:burnscl@cdmsmith.com">burnscl@cdmsmith.com</a>	Address: 9200Ward Parkway, Ste 320, Kansas City, MO 64114 Phone: 734-332-1200

Contractor – Company Name: Burns & McDonnell Engineering Company, Inc.  
Submitted By: John Pruss  
Title: Director of Program Management  
Telephone No.: (816) 627-4772  
Fax No.: (816) 822-3452  
E-mail: [jjpruss@burnsmcd.com](mailto:jjpruss@burnsmcd.com)  
Date: December 28, 2021

**ATTACHMENT J**

**NON-CONSTRUCTION APPLICATION FOR PAYMENT**

DRAFT



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**  
Project Number \_\_\_\_\_  
Contract Number \_\_\_\_\_  
Project Title \_\_\_\_\_

Application Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_ Ordinance Date: \_\_\_\_\_  
City PO Number: \_\_\_\_\_ Final Payment

**Design Professional/Contractor:**

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

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unauthorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ([1+2+4] - [3])	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payments	[8]	_____	\$0.00
<b>PAYMENT DUE CONTRACTOR (7-8)</b>	[9]	_____	\$0.00

**Instructions to Design Professional/Contractor:**

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

Water Services Department  
Srini Vallabhaneni, Smart Sewer Officer  
4800 E 63rd Street  
Kansas City, MO 64130

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_