

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
PROJECT NO. EV3295 Infrastructure Plan for Fleet Electrification (IPFE)
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and HDR Engineering, Inc. (“Contractor”). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this contract are for the following project (Project) and purpose:

**Project No. EV3295 INFRASTRUCTURE PLAN FOR FLEET
ELECTRIFICATION (IPFE)**

Sec. 2. Compensation.

- A. The maximum amount the City shall pay Contractor under this contract is **\$349,901.00** as follows:
1. **\$349,901.00** for the services performed by Contractor under this contract.
 2. For Contractor services described in the Scope of Services, City shall pay Contractor compensation per **Attachment A – Scope of Services**.
- B. **Method of Payment.** Contractor shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Contract. City, upon approving in invoice, shall remit payment.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined, and
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract. City is not liable for any obligation incurred by Contractor except as approved under the provisions of the Contract.

Sec. 3. Services to be performed by Contractor. Contractor shall perform the following Scope of Services:

- A. *Attachment A – Scope of Services & Fee Schedule*

- B. Submit all documentation, 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 – Electronic Format Requirements**.
- C. City shall have the right to inspect and review the work being performed and to consult with the Contractor at any reasonable time. Conferences will be conducted at the request of the City or Contractor.
- D. If it is determined to be in the best interest of the work, the Contractor shall replace the project manager or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City's General Conditions shall be furnished to Contractor prior to signing this contract. If the General Conditions are modified, City will notify Contractor. If the Scope of Services performed by Contractor under this contract includes construction phase services, the Contractor shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

Sec. 4. Notices. All notices required by this Agreement shall be in writing to the following:

General Services Department

Yolanda McKinzy, Director:

City Hall, 1st Floor

Address: 414 E. 12th Street,

Kansas City, MO 64106

Phone: (816) 513-6563

E-mail address: yolanda.mckinzy@kcmo.org

Mr. Robert Mowat, Project Manager

HDR Engineering, Inc.

10450 Holmes Road, Suite 600

Kansas City, MO 64131-3471

Email: Robert.Mowat@hdrinc.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 business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract 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 Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 6. Conflict Between Contract 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 Contract, Part I will be controlling.

Sec. 7. Term of Contract.

- A. The effective date of this Contract shall be the date specified in the written Notice to Proceed issued by the Chief Procurement Officer. The initial term of the Contract shall be two years from the effective date.
- B. The obligation of performance and payment under this Contract do not begin until the Chief Procurement Officer issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- C. The City shall have a unilateral right to renew this Contract for up to three additional one year terms in accordance with the Contract Documents. The Chief Procurement Officer is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 8. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

- A. **Attachment A – Scope of Services and Fee Schedule**
- B. **Attachment B – Electronic Data Requirements**
- C. **Attachment C – Non-Construction Application – Payment**
- D. **Attachment D – Licensed Geographical Information System**
- E. **Attachment E – Non-Construction Subcontractor List**
- F. **Attachment F – Insurance Certificate**
- G. **Attachment G – Employee Eligibility Verification Affidavit**
- H. **Attachment H – Revenue Clearance Release Authorization**
- I. **Attachment I – CREO KC Forms and Instructions**

Sec. 9. Responsibilities of City. City shall:

- A. Make available to Contractor all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Contractor in the completion of the work under this contract.
- B. If required or upon recommendation of Contractor, 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 contract; 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 contract, and the responsibility to be available to inspect and review the work and to consult with Contractor at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into the contract.

Sec. 10. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on the "Subcontractor List Non-Construction."

Sec. 11. Contract Information Management System. Contractor shall comply with City's Contract Information Management System requirements. Contractor 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. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor 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. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 13. 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. The goals set for this contract are **15% MBE, 15% WBE**. The Contractor agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Section 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment I**. If Contractor 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 Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Civil Rights and Equal Opportunity Department, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond

the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 14. Effectiveness Date. This CITY shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the CITY's Chief Procurement Officer for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to Contractor under this Contract until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

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

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

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

Date: 06/18/24

By: 

Name: Cory Imhoff, PE

Title: Senior Vice President

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Title: _____

Approved as to form:

Assistant City Attorney

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

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

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor 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 Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor 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 Contract.

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.

If this contract is for professional services, Contractor 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 reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor 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. Independent Contractor.

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

Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's 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. If applicable, Workers' 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 Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor 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 Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and 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 Contract. Contractor shall provide to City at execution of this Contract 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. 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.

D. Contractor'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, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

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. 5. 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 Contractor: (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. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 7. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective

date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor 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 Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any 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 Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

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

Sec. 9. 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 other term, covenant or condition. No term, covenant, or condition of this Contract 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 Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it

under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification.

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

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract 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. 12. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract 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 Contract 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. 13. 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. Contractor shall maintain and retain all Records 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 Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Contractor in connection with this Contract 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 Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action.

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

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 Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity (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, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two 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, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

Sec. 15. Tax Compliance.

Contractor 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 contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor 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 contract.

Sec. 16. Assignability and Subcontracting

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor 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 contractor from subcontracting as otherwise provided for herein.

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

Professional Service Contract Part II 03112022

may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, 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 Contractor in this Contract.

Sec. 18. 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 contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 19. Professional Services – Conflict of Interest Certification.

If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. Attorney Services – Conflict of Interest Certification.

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or

where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

Sec. 21. Employee Eligibility Verification

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor 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). Contractor shall attach to the affidavit documentation sufficient to establish Contractor'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. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 22. Quality Services Assurance Act.

If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$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. 23. Anti-Discrimination Against

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

Attachment A – Scope of Services & Fees



June 11, 2024

City of Kansas City, Missouri
Derrick Smith, Sr. Procurement Officer
City Hall, 17th Floor
414 E. 12th Street, Kansas City, Missouri 64106
816.513.0807
Derrick.Smith@theCity.org

Dear Derrick Smith and Members of the Selection Committee,

Based upon our June 10th meeting, HDR further updated our proposal and revised scope letter dated May 13, 2024. Specifically, these adjustments include the following:

- Reduce facility site inspection from 60 to 40 sites.
- Remove the task to evaluate shared public charging.
- Add the 2-3 vehicle types per fleet category for the technology review.

Our experience has shown that simply “reducing” levels of effort in an existing scope can often create expectation inconsistencies impacting customer satisfaction and quality. As a result, we looked at multiple opportunities to reduce costs.

We are proposing the following scoping modifications to help meet the financial goals of the project. We believe these modifications do not impact the overall goals of this project and can be picked up as additional efforts or be performed if corresponding budget is still available at the end of the project.

- Task: Vehicle and Charger Technology Review
 - **Change:** Market assessment will be performed, but only 2 or 3 applicable market representative models will be applied to the study.
- Task: City Department Fleet Review
 - **Change:** KCMO to provide complete vehicle assignment table, outlining vehicle age, location, mileage and estimated replacement year by location.
- Task: Fleet and Charge Software Management Analysis
 - **Change:** Remove and added as optional service
- Task: City Department Review:
 - Clarify that HDR to hold up to eight (8) Department meetings up to 1-hour each.
- Task: Site Reviews

- **Change:** Up to 40 site visits, instead of 60 site visits.
- Task: Fleet Division Roll-Up and Shared Infrastructure Strategies:
 - **Change:** Analysis will include potential shared infrastructure strategies among departments.
- Task: Potential Revenue and Delivery Alternatives:
 - **Change:** Removed and added as optional services.
- Task: Grant Identification
 - **Change:** Removed and added as optional services.

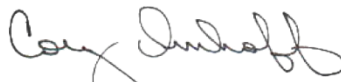
We believe these scope changes and corresponding fee modifications allow HDR and KCMO to work cooperatively to build an actionable fleet transition plan. As always, we are open to further discussion and guidance.

Thank you for the opportunity and we are excited to get to started.

Sincerely,
HDR ENGINEERING, INC.



Rob Mowat
Project Manager



Cory Imhoff, PE
Project Principal/Missouri-Kansas Area Manager

Part IV - Project Approach



Project Approach

Project Management

Good projects start with good management. Our program management approach is built on trust, a clear definition of shared goals, and the mutual understanding of the necessary steps to achieve those goals and exceed your expectations. We have assembled a team experienced in zero emission technology, fleet operations, fleet modeling, power distribution/delivery, finance, and infrastructure to enable the development of a phased fleet and infrastructure plan for The City. Our team is bound together by a commitment to be a true partner to the City as you continue journey towards transitioning your City fleet to EVs.

HDR recognizes the importance of implementing a strong project management approach especially on a program that requires coordination with multiple stakeholders and in different stages of completion as the electrification plans are developed. With any project that requires multiple tasks and services it is important to have a team that works in unity, communicates as a team, and drives toward effective solutions. HDR's Project Manager, Rob Mowat, will be responsible for leading the team and ensuring the overall success of the program and will work directly with the City to establish and maintain a direct and open communication plan driven by the collaborative establishment and definition of objectives.

To assist Rob in the execution of his duties, HDR provides several project management tools and steps, which most critically include the Project Management Plan, Communications Plan, Quality Management Plan, and Work Plan.

Project Management Plan. The Project Management Plan includes appropriate staff assignments with clear direction on deliverables, scope, process, schedule, budget, and priorities. Project document control will be defined for all assignments. Also included is a Risk Management Plan (RMP), which is a living document in the form of a risk register that will identify potential risk items for each phase of the project or task, their probability of occurrence, and mitigation measures to minimize those risks.

Communication Plan. The communication plan will establish the communication protocol to address project elements and interactions with stakeholders. Any questions or comments will be handled and promptly and efficiently, to minimize and delays or confusion. The City's proposed scope of work and HDR's approach involves considerable coordination of actions, review of findings and policy discussions and workshopping strategies to find optimized solutions. As result, we are proposing bi-weekly project meetings to review the project dashboard, action updates, discuss findings and provide an opportunity to regular feedback and direction from The City. This plan will also help us avoid challenges associated with staff vacations, brief absences, or other time away from work, seeing that our team and your project leaders all have the needed information to keep the project moving.

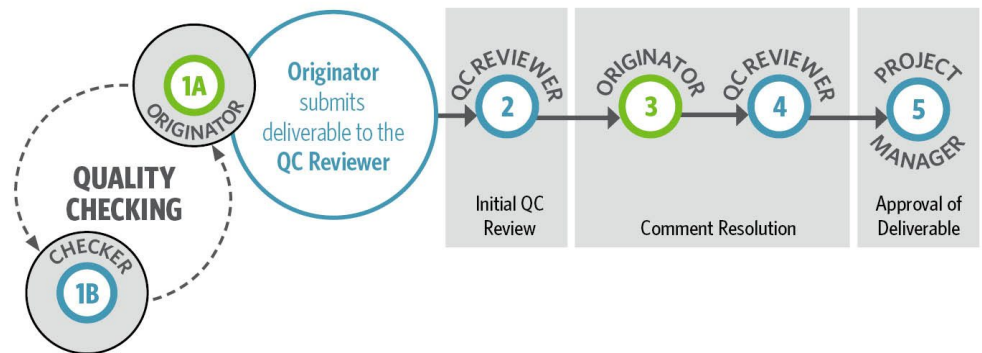
Quality Management Plan. The Quality Management Plan (QMP) will verify that the project deliverables meet HDR's and City standards. The QMP will list mandatory management reviews, deliverable reviews and interdisciplinary reviews with dates and identified reviewers. An example of our quality management process is shown below.

Work Plan. The Work Plan will outline each team member's responsibilities, procedures for initiating and advancing the work, and timing of preparation of products. Our Work Plan will include task engagement of our diverse subconsultants, including supporting and mentoring opportunities for tasks unique to this scope, giving these local firms greater experience in the emerging EV project field.

HDR's Project Management Plan



HDR's Project Quality Management Process



Meetings and Presentations

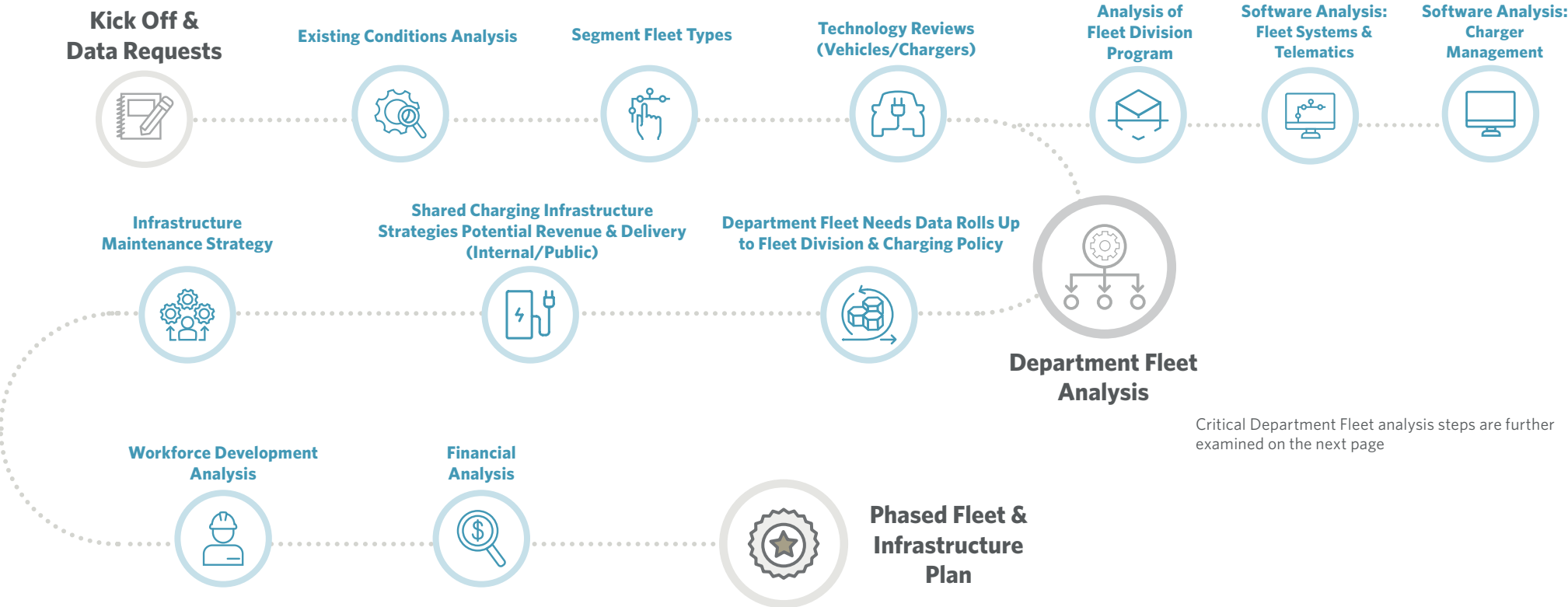
To best accommodate your project objectives and scope elements while accommodating a competitive price point, we plan to provide on-going virtual project meetings mixed with a number of in-person meetings with national subject matter experts and/or our local Kansas City-area staff for elements such as the kick off meeting/existing conditions tasks, overall fleet program review, a few sites visits based on fleet storage and complexity and the presentation of final plans to key staff and/or council. Details for these meeting are further outlined in our approach.



We recognize that the City has a "Fleet Divisions" program; Departments "lease" (are issued) vehicles from the centralized fleet division.

Given this, it is critical to create a project approach road map for both the Fleet Division program and Department fleet users. Data from the Fleet Division overall will be critical to understanding Departmental needs, and vice versa; however, there are some aspects that will be holistically examined as part of the Fleet Division program which are overarching programmatic needs. Below is steps we envision as critical to furthering the Fleet Division Strategy (and where departmental fleet user analysis kicks in during the process.) The next page has a more detailed breakdown of the Department Fleet Analysis steps.

OUR KEY PLAN STEPS





Kick Off and Data Request

After Notice to Proceed HDR will schedule a one-hour kick-off meeting with the City’s project management team. Project Manager **Rob Mowat** and key City-area supporting staff will attend in person and HDR’s national SME/task leads will participate virtually. During this meeting, HDR and the City will:

- Introduce key team members and define their role on the project
- Establish coordination and relationship communication protocols with the City
- Identify a Matrix of Authority to identify appropriate communication strategies and discuss protocol to engage internal and external stakeholders
- Identify key drivers for the City and specific anticipated outcomes that define success

After the kick-off, HDR will prepare:

- Meeting minutes
- Matrix of authority
- Communications plan

Following this kick-off meeting, HDR and the City will have a bi-weekly virtual progress meeting through the duration of the program to review progress with each of the transportation electrification plans. **Rob** and **Conor Willis** (Deputy Project Manager/Fleet Analysis lead) will be in attendance and meeting minutes will be provided.

Anticipated Deliverables:

- Kick-Off meeting agenda and minutes
- Project Overview Presentation
- Project Dashboard

Fleet Data Gathering

Following the Kick-Off and Existing Conditions meetings, HDR will develop a data request for City’s available background documents and data relevant to the study. Our team will review this information to identify any gaps. Follow-up correspondence with staff may be required to resolve data needs to inform the project. During this process, we will record and document all data received internally. We will collect and review your operational, facility, and financial data to understand the City’s existing services and facilities and determine future needs.



Data typically requested includes:

- Fleet/vehicle telematics
- Vehicle site assignment and parking location
- Fuel logs
- Cost of fuel per gallon/fuel purchase program
- Fleet purchase program/process
- Fleet replacement guidelines for age/mileage by vehicle type
- Available duty cycle information
- Maintenance costs (parts/labor) per mile/hour by vehicle type

Anticipated Deliverable:

- Data request document

The HDR EV Planning Tool Kit

Utility Coordination Guidelines: Our process guidelines, used to work with utilities in evaluating power delivery, availability, fee structure, improvement planning, infrastructure costs, and incentives.

Site Visit Guidelines: A developed process to guide site visits through the various areas requiring observation and inspection to produce the information needed to evaluate infrastructure spatial requirements, site modifications, and conceptual layouts.

Vehicle Modeling System: A math-based modeling analysis that forecasts fleet energy consumption for battery electric vehicles, incorporating City-specific operating hours, miles, and conditions. This tool is foundational for providing guidance on fleet transition, charging strategy, and infrastructure impacts.

Peak Load Forecast Tool: A tool that allows large fleet owners to visualize and plan for changes in daily load profile in peak locations as EV charging is incorporated. The tool can help inform internal charging policy and management strategies, along with fiscal and infrastructure impacts.

Light Duty Charger Guidelines: A decision matrix designed to outline various vehicle and operating conditions, shedding light on potential to share charging ports.

Shared Infrastructure Guidelines: A decision-making process that guides entities wishing to integrate public charging with infrastructure that primarily serves municipal fleets.

Existing Conditions

Since key personnel are gathered and Rob will be on-site for the kick off session, we propose an additional meeting be held directly after the kick-off meeting to discuss the fleet program's structure. This meeting will focus on program operations, policies, and fleet tools from the perspective of the City's Fleet Division program team and the internal department fleet operators. Transition plans shouldn't be "cookie cutter." Understanding the City fleet, staff, and operational needs is critical to developing a customized plan that is uniquely "Kansas City."

Anticipated Deliverable:

- Existing Conditions Memo

Fleet Segmentation

The foundation of a fleet and infrastructure plan begins with a thorough review of the existing fleet. Based upon the size and diversity of the the City fleet, our analysis will begin with a discussion with the City's representatives to define various vehicle types and categorize them into manageable groups. For example, sedans, SUV, half-ton trucks, and specialty equipment. Once the categories have been established HDR will develop a pivot table spreadsheet to include number of vehicles, replacement cycles, fuel type, and assigned department.

This simple process helps to clarify the size and complexity of the operating fleet, but also streamlines the technology review task and begins to start developing the yearly fleet replacement by vehicle type by year.

As a further step, we will then apply these vehicle categories to the City department fleets, which will help guide our operating requirements discussion, parking locations, and begin to start to define possible chargers and infrastructure required.

Anticipated Deliverable:

- Pivot table of City fleet segmented by vehicle category and City department

Vehicle and Charger Technology Review

Based upon the vehicle categories, our experienced team will conduct a market assessment to document available battery, and if needed possible hydrogen fuel cell vehicles in the current market that are good candidates for replacement vehicles for City fleet vehicles. This will include details such as manufacturer, model, length, energy system size, estimated range, and charging/fueling capabilities. This effort will consider how the City purchases vehicles. For example, if the City buys from an existing GSA or fleet program, then we will include and highlight those vehicles. In categories that contain numerous potential replacement vehicles, HDR will provide a few vehicles that could be utilized.

Our Approach in Action: Pentagon EV Program Feasibility and Implementation Study

To prepare the Pentagon for electrification of its fleet vehicles, as well as provide spaces for EV charging for employee and visitor vehicles, the Pentagon enlisted HDR to conduct a feasibility study to understand charging needs, implementation strategies, and develop a readiness plan.

To understand the fleet and employee EV needs at the Reservation site, the HDR team conducted an inventory and assessment of existing conditions related specifically to the infrastructure available to support the physical elements (**EVSE, electrical infrastructure, and communication services**) of the program. Assessments includes the found or assumed conditions based on factors typical for the industry, and proposed improvements or additions to the physical infrastructure to support the feasibility and implementation study recommendations.

The team is coordinating with Pentagon and US Government stakeholder to collect, understand, and verify data and requirements, including ranking, and trade-offs noted as part of the transition. Stakeholders include fleet managers from the tenant agencies, tenant agency representatives, security personnel, and key individuals and integrated project teams, amongst others. Through this communication, the team is developing a picture of current and projected EV requirements with respect to type, usage, times, implementation schedules, circulation, and mission impacts.

With this data in hand, the team will recommend locations and types of EV charging equipment with implementation windows for various plan elements phased in over the next 12 years.



This process is not designed to recommend any manufacturer, but to show what is available in the market and possible feasibility to replace the City vehicles on a 1:1 basis. HDR will then take this EV data and utilize our proven **Vehicle Modeling System tool** to perform a math-based analysis for expected range evaluating battery performance, battery degradation and seasonal HVAC impacts to develop a forecasted EV range profile for each vehicle type.

HDR will also conduct an industry review of Level 2 and DCFC chargers capable of supporting the the City transition. This analysis will document manufacturer, charging capacity, available ports, charging capabilities, spatial requirements, inherent charge management systems, communication capabilities and additional key functions.

Anticipated Deliverables:

- Fleet Vehicle Technology Assessment Memo
- EV Vehicle Range Profile Table
- Level 2 and DCFC Technology Assessment Memo

Fleet Division Program Review

The integration of a new technology like EVs into a fleet can be disruptive to existing fleet practices. In this task, HDR will conduct a review of the existing program and staffing plans vs. current conditions, constraints, challenges, future plans, and then perform an EV impact/gaps analysis to identify opportunities and/or program challenges with the deployment of EV vehicles and supporting infrastructure.

In addition to a document review of prior existing conditions memo and available fleet management documentation, HDR will perform an on-site work session with Fleet Division staff to discuss program performance, potential structure for infrastructure support and perform a walk around review of maintenance facilities using HDR's Site Inspection Guidelines. These guidelines look at maintenance areas, PPE, Code compliance, power delivery location, spatial considerations for expanded power delivery and EVSE infrastructure, parking design, lot flow and parts storage areas.

Anticipated Deliverable:

- Technical memo of findings and recommendations

Fleet Management Systems and Telematics Analysis

As part of the Fleet Program review site visit, HDR will discuss the current fleet management system with Fleet Division staff and the current fleet management system's capabilities. Based upon this review, HDR will develop recommended system upgrades and/or data collection elements that maybe be required when integrating EVs (including vehicle ECU codes.)

Anticipated Deliverable:

- Technical memo of findings and recommendations

Charge Management Software Review

The potential for a network of chargers at a single location and/or throughout the City may require a centralized charge management system to track key performance indicators such as equipment status, vehicle charging history, energy usage, unit utilization and manage charger cycles to reduce peak loads and to save on energy costs.

Most fleet-oriented charging equipment offer some sort of charge management systems. However, these systems can often have limitations such as licensing costs, data storage requirements, limited outputs, and lack of interoperability with other manufactures. As a result, a new charge management software industry is developing offering a wide variety of solutions and price points.

This task focused on identifying Fleet Division's goals/objectives, needs for asset management, charging strategy requirements, fleet operational needs, energy delivery and fees, security, possible revenue collection and internal accounting. Based upon this information, HDR will review several EVSE suppliers and up to four management software packages to provide an outline of key offerings, proposed cost structure and the pros and cons of technical capabilities. We can initiate a day of meetings with select management software companies so that they may present to the City their packages and explain their systems further. Armed with this knowledge, the City could make a determination as to the best software management system for their use.

Anticipated Deliverables:

- Technical memo outlining charge management requirements and presentation of potential solutions
- Potential for vendor demonstrations

City Department Fleet Review

The foundation of a fleet electrification plan begins with a thorough analysis of the existing fleet. This includes vehicle telematics, vehicle performance data and a discussion with the fleet operator to understand the duty cycle and performance requirements. For example, vehicle data may show that a vehicle averages 30-50 miles a day, clearly an achievable range with an electric vehicle. However, this vehicle may idle all day, support auxiliary equipment, require 4-wheel driver or tow trailers. Each of these conditions could dramatically impact the feasibility of an EV.



Our Past Project Power: Projecting Peak Loads

HDR recently used the **Peak Load Forecast tool** to help a large client plan for the potential peak demand impacts of EVSE installations at over 10 locations across its facility. The facility required EV charging at different times of day across each location at the facility, and HDR customized the Peak Load Forecast tool to account for the unique vehicle power and operational requirements by location. The tool helped the client accurately develop a unique charging management policy for each location across the facility, which could ultimately save the client thousands of dollars per month in demand charges.

In addition to the quantitative data such as the fleet segmentation information, telematic/fleet data and forecasted EV Range Profile, HDR's collaborative approach includes qualitative information from the designated department contact for each of the 13 departments listed in the RFP (in RFP Exhibit A.) We propose one meeting with a designated contact from each specific department. This meeting and singular point of communications contact for each department will see that this effort is time effective and streamlined.

HDR will virtually meet with each designated department contact to discuss the departmental operating conditions, service requirements, duty cycles, hours of operation and nightly parking location for each type of equipment.

Based upon this analysis, HDR will develop a department fleet matrix outlining equipment types, number of units, average daily and maximum mileage, EV equivalent with expected range performance and any existing operating conditions that might impact range. The matrix will outline which vehicle types/profiles are candidates for initial EV conversion and which equipment requires further discussion to identify for a solution or further technological development. This is the early stages of developing a phased fleet transition.

Anticipated Deliverables:

- Department fleet matrix
- Fleet-Facility assignment table

Identify Required EVSE and Power Demand

For development of cost-effective transition strategies, understanding your energy requirements and utility costs would be critical. The information generated in previous efforts and the Department Fleet review will provide our team with the information needed to start to identify the appropriate EVSE required to charge the fleet. Our charger strategy revolves around properly aligning fleet utilization, vehicle charging capabilities, available charging windows, required energy replacement, and the proper charger size (L2/DCFC) to meet current fleet needs with some additional room for growth while balancing capital and operating costs.

We will provide estimated energy requirements, charging profiles, charging strategies, charging locations, and estimated capital expenditures. Our approach to EVSE assessment includes evaluation of the items on the following page.

Power Demand: HDR will once again utilize our **Vehicle Modeling System** to forecast the average energy consumption per vehicle type to determine energy demand, required recharge time, charger sizing, and begin to forecast power requirements and peak load by charging site. HDR has developed a large fleet **Peak Load Forecast Tool** that integrates with our **Vehicle Modeling System**. This allows users to understand the impact that EV charging has on a specific facilities' daily load profile. By accounting for fleet configuration, energy usage, and available charging times, the City will be able to estimate forecasted peak loads and daily energy at the facility level.

This insight will allow the City to accurately plan for increases in its electricity budget, anticipate opportunities to mitigate peak demand charges, set policy for when its own vehicles should charge, and manage opportunities to integrate public charging at select facilities.

Energy Delivery: Our team will identify and evaluate energy delivery options based on facility capacity, operational requirements, and fleet energy demands. Coordination and installation of these improvements can often be the most complicated element of a fleet transition.

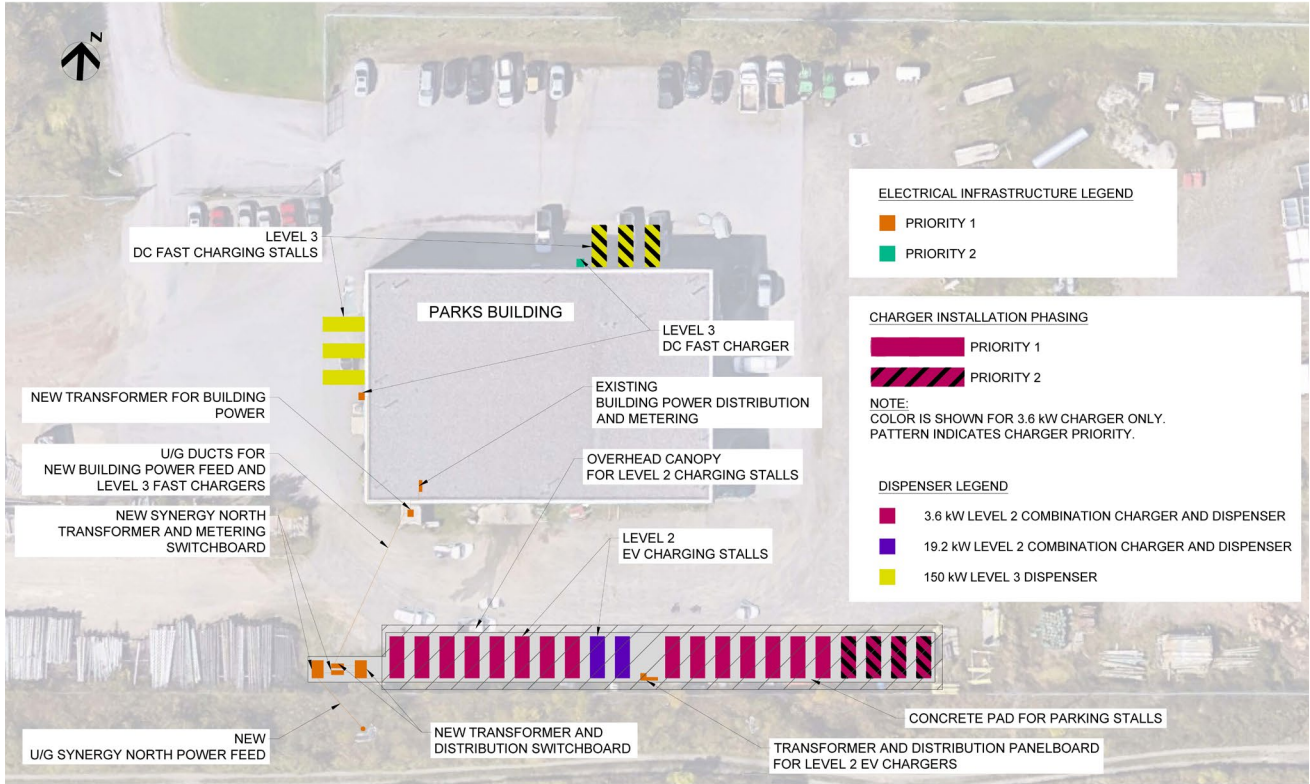
Infrastructure Requirements: We will identify new infrastructure required to deliver energy to the site, store the energy, and fuel vehicles. We will assess functional facility design including circulation, parking, and maintenance modification requirements at operations facilities.

- Anticipated Deliverables:**
- Site charger and EVSE Infrastructure memo
 - Site power demand and peak load table

Site Reviews

The City has a large number of potential vehicle charging sites. To control costs and meet the objectives of this project, we will engage our local/national HDR experts to will conduct initial site visits (3-4 initial site visits to large, key sites as determined through discussions with the City) to establish strategies for site investigations. It is expected that these initial sites would be locations that offer support for larger fleets and/or have unique conditions.

Figure 1: Anticipated Site Review Deliverable Example



We will be joined by our local M/WBE partners in these initial visits, and mentor these DBE partner staff members, demonstrating our process for site investigations to these team members. Our local M/WBE partners will then conduct the remainder of site visits (up to 100 site visits) using these established process and methodologies.

The goal of these site visits is to identify fleet parking areas, lot flow, site power delivery, possible public charging scenarios, and propose conceptual two-dimensional ariel designs of the facilities. **Figure 1** provides an example of the anticipated deliverable per site.

- Anticipated Deliverables:**
- Site analysis memo
 - Conceptual site EVSE layouts
 - Anticipated infrastructure upgrades

Utility Coordination

We know that transitioning successfully to a lower emissions future will require alignment of vision and actions across many stakeholders. Key among those stakeholders is Evergy. This utility can plan several supporting roles in fleet electrification.

Utility coordination discussions will help our team determine site energy availability, redundancy and reliability and are crucial factors in a phased fleet transition plan. Power delivery available through Evergy is a the first key point of understanding. Another critical aspect of these coordination discussions will be identifying opportunities for financial support through infrastructure upgrades and pricing, fleet charging rates and demand charges, and/or incentive or rebate programs for vehicles and chargers available through the utility. Finally, understanding the timelines, patterns, and sequences of Evergy functions will allow for better planning for implementation. Being able to coordinate service requests, delivery design, timing of infrastructure design and development, and potential future rates structures with Evergy is essential for a successful transition.

Based upon the energy demand and peak load requirements developed in previous tasks, HDR is proposing to support the City in coordinating with the utility to evaluate power availability, outline the responsibility, process and timing for distribution upgrades at the evaluated sites.

Anticipated Deliverables:

- Fleet charging rate and fee structure
- Outline of actions, processes, and timelines anticipated to coordinate timely power delivery.
- Summary of any utility incentive or rebate programs available to the City

Fleet Division Roll-up and Shared Infrastructure Strategies

As an understanding of by-department operational requirements related to EVs comes into view, we can look to integrate these departmental considerations into a larger, City-wide fleet and infrastructure strategy. This would include holistically considering your workforce, your capital costs, opportunities for shared-use EVSE at opportune locations, and potential revenue opportunities.

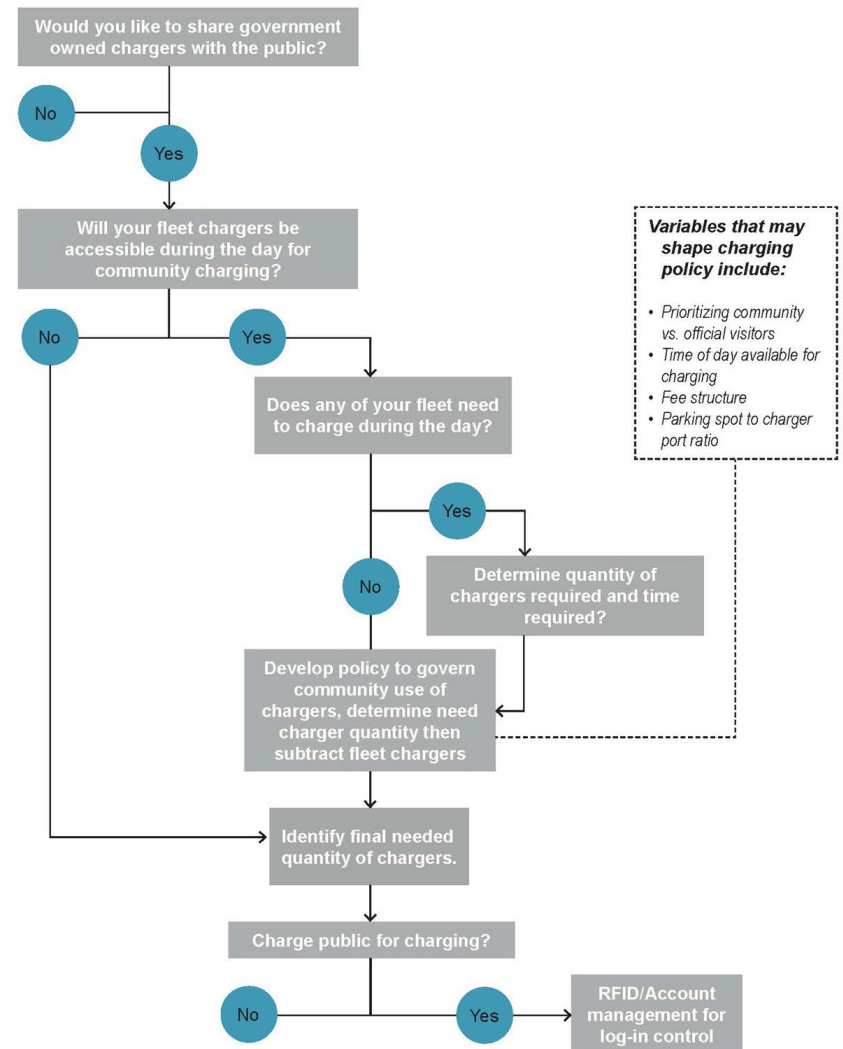
Based upon this roll-up, HDR will begin to evaluate fleet wide priorities, opportunities for shared infrastructure and potential for public charging. *As a hypothetical example*, two departments may have several vehicles at the same city facility. Individually they may need a total of 8 chargers, but in reality, with the charging requirements and the mixed fleet, the City may actually need to install 4 to 6 chargers and/or develop a DCFC charging plaza.

Schedule and Sequencing Approach and Impacts

Our EV deployment plan will help prioritize investments and timelines for fleet transition over the span of years. The plan will help your stakeholders determine and communicate purchasing strategies, infrastructure development thresholds and milestones, and the fiscal impact of EV deployment over time demonstrating responsible financial spending while supporting critical City objectives.

HDR will use our **Shared Infrastructure Guidelines (Figure 2)** to develop shared

Figure 2: Shared Infrastructure Guidelines Example



infrastructure strategies. Our guidance decision matrix looks at daily vehicle energy consumption, vehicle use profile, available charging windows, vehicle storage locations, climate conditions and types of chargers utilized.

For example, pool vehicles that operate with limited daily use and consume less than 50% of the battery charge don't typically require daily charging, so a ratio of multiple cars per charger can be developed.

Conversely, a utility vehicle that is used daily, has a limited charging window, and uses more than 50% of the battery may require a dedicated a dedicated charger/port. We will then begin a series of up to four two-hour virtual meetings with the city to discuss findings, discuss shared charging, public charging and charging policies.

Anticipated Deliverables:

- Conceptual Fleet Division Roll-up Memo for vehicles and infrastructure per evaluated sites
- Presentation of potential shared infrastructure strategies
- Presentation of potential public charging opportunities
- Recommendations for charging policies based upon infrastructure strategies

Potential Revenue and Delivery Alternatives

Based upon the public charging strategies adopted in the previous tasks, HDR will develop a memo outlining the various opportunities available to City and Fleet Division to generate revenue to offset capital and operating costs. Additionally, this review will provide a high level comparison of possible alternate infrastructure delivery methods that might support City and public charging infrastructure.

Anticipated Deliverables:

- Potential revenue opportunities memo
- Comparison of alternate infrastructure delivery methods for revenue charging

Infrastructure Maintenance Analysis and Strategy

A network of chargers becomes a new asset to monitor for performance, preventative and corrective maintenance. HDR has experience helping our clients work through the various options of doing the work in-house, contracted services or a hybrid approach. Each of these solutions has pros and cons for performance, control, workforce and costs. As an example, the in-house solution has lots of control, but the City would need to determine what department would be responsible for staffing, training, specialty tools, tracking performance, insurance considerations, and the asset system to log repairs and costs.

Working with the City that already has experience with some existing chargers, HDR will virtually meet with City staff to discuss their vision, desire and possible structure to support infrastructure maintenance. HDR will develop an analysis of in-house options, contracted and hybrid solutions considering preventative and corrective maintenance.

Anticipated Deliverables:

- Charger infrastructure maintenance review and recommendations memo

Workforce Development Analysis and Recommendations

Your employees are your greatest resources – as your workforce thrives, so does your City and community. The introduction of EV technology can impact an organization in two primary ways. The first is the addition or re-alignment of the actual workforce and the second is the need to provide new skills, PPE, and specialty equipment. As the analysis works through the various scenarios, our team will work with the City to discuss potential adjustments to vehicle operations, nightly charging, and the need for staffing headcount modifications, required skills, and associated costs.



In our fleet transition plans for transportation providers and fleet owners across the nation, we frequently examine workforce development opportunities, outlining how fleet owners and operators can grow their existing talent pool in response to new mobility trends. In HDR's **Regional Electrification Readiness Plan for Maricopa Area Governments (MAG)** in Arizona, for instance, our team noted job-growth opportunities in the region associated with EVs (including jobs created in the EV manufacturing and support sector) as well as successful training programs (such as Arizona's Drive48 program) that educate workers and create a skilled, adaptable workforce to support area EV needs and infrastructure.

Through our experience developing 50+ transition plans across the nation, we also have a deep understanding of industry best practices and peer City training outlines, as well as equipment manufacture-suggested training programs. Based upon this information, we perform training and skills gap analyses to identify any missing elements and/or areas for improvement.

We will work with the City to create a workforce strategy, providing a framework to build and implement an effective training program for both equipment operators and maintenance personnel, so staff aren't "left behind" in this transition.

Anticipated Deliverables:

- Workforce training strategies vehicle operators and charging memo
- Workforce training strategies vehicle maintenance and potential workforce alignments memo

Fleetwide Financial Analysis

The transition to EVs and associated infrastructure costs will require a significant financial investment. Our financial analysis builds off our technology review, existing conditions analysis, and fleet modeling results to deliver three key pieces of information necessary to plan for a successful fleet transition. This includes:

- Capital budget estimates for electric vehicle purchases, chargers, and required supporting utility infrastructure upgrades.
 - Capital budget estimates will be made at the department level, and the total budget estimates across departments will inform the life-cycle cost analysis.
- A life-cycle cost analysis that identifies the funding gap/cost differences associated between with a "business as usual" scenario and "the zero-emission transition scenario."
- An exhaustive review of opportunities for grant funding and applicable incentives to offset local capital investments

Capital Budget Estimates for EVs and Infrastructure

Historic levels of investment from both governments and the private sector have helped to drive down the costs of electric vehicles, but for now, EVs typically remain more expensive than their ICE counterparts. The premiums vary widely across vehicle models, as specialty vehicle types with limited vehicle replacements have much higher premiums (e.g. street sweepers, garbage trucks) while vehicles types with more common electric vehicle replacements (e.g. sedans and half-ton trucks) have smaller premiums. The costs associated with this premium to transition to electric can certainly add up across a fleet of 2000+ vehicles, and our approach will carefully balance operational needs, existing age of the fleet and the state of existing electric vehicle technology to deliver a fiscally responsible vehicle transition plan.

EV purchases will be phased in over time, but there are cost-savings to be realized by future-proofing sites upfront to plan for a 100% electric fleet transition, leaving minimal facility investment required at the time of future electric vehicle purchases. Our facility recommendations will carefully consider this approach at each studied location. A phased approach will be recommended for vehicle purchases and infrastructure upgrades. This phased approach will incorporate a general estimated time frame for construction of capital infrastructure and related improvements while aligning with any applicable alternative fuel/ZE regulation deadlines for fleet vehicle acquisitions, planning, and operations.

Department-Level Capital Budget Estimates

Each capital estimate for vehicle purchases, infrastructure requirements, and utility upgrades will be estimated at the department level, providing the Fleet Division a granular look at the capital required for the fleet transition. From there, these capital cost estimates will roll up into an overall centralized fleet capital budget estimate, which will be the basis for our **Life-Cycle Cost Analysis** approach.

LIFE-CYCLE COST ANALYSIS

A life-cycle cost analysis, using the total capital costs requirements across the Centralized Fleet, will identify the cost differences associated with a "business as usual" scenario and "the zero-emission transition scenario," to help pinpoint areas of costs saving and gaps in funding. A variety of factors will be considered in this analysis, including:

- Capital Budget Estimates for EVs and Infrastructure
- Fuel Costs versus Electricity Costs
- Operations and Maintenance
- Net Present Value (NPV) and Payback Analysis

CAPITAL BUDGET ESTIMATES FOR EVS AND INFRASTRUCTURE

The foundation of the life-cycle cost analysis includes capital costs associated with vehicle purchases, facility investments, and utility upgrades identified in the previous step. These estimates will be summarized at the Fleet Division (central fleet) level, forming the basis of the life-cycle cost analysis.



TRADITIONAL FUEL COSTS VERSUS ELECTRICITY COSTS

Fuel is a key component when considering the potential long-term impacts of transitioning to an EV fleet. To establish a baseline, HDR will conduct a historical trend analysis and develop a 10-year forecast for fuel cost per gallon. The historical trend analysis will reflect the City’s actual purchase price for the last ten years. The fuel forecast will reflect a combination of the City’s existing short-term forecasts and any fuel hedging contracts as well as long-range projection from industry sources or by purchasing data from private economic firms such as Moodys Analytics. The fuel forecasts will be combined with fuel consumption estimates and vehicle performance metrics (miles per gallons) to generate the baseline annual fuel cost estimates over a 10-year planning horizon.

Critical to the evaluation of electricity costs will be consulting with local utilities to obtain their insight on the trends in pricing and will take advantage of HDR’s Power Practice and their relationship with the local utility. To supplement this local research, the team will also obtain forecasts from the US Energy Information Administration (EA) or purchase forecasts from a private source such as Moody’s Analytics. Our analysis will also include both the existing electricity cost structure paid by the City as well as projected rate structures, such as time-of-use (TOU) specifically designed for Transportation Electrification (TE). The near-term and 10-year analysis will consider pricing and costs scenarios associated based on the charging scenario. Modeling electricity costs will also rely on the results of the Peak Load Forecast tool, to account for the increase in demand charges associated with EV transitions.

OPERATIONS AND MAINTENANCE

The operating cost comparison will reflect the results of the fleet sample modeling. We will compare operating costs associated with the City’s existing operating plan and fleet with the projected operating costs for electric vehicles based on any revisions to the operating plan associated with charging needs, staffing requirements and any other operating cost differences.

The maintenance comparison will reflect a two-step process. The first step will be to obtain detailed expense data from the City’s Fleet Division. Specifically, we will create a summary matrix which will provide annual expenses or unit cost estimates for minor and major repairs for maintenance categories and assumptions related to replacement schedules. We will also obtain the City’s existing staffing plan for each maintenance category/function.

An annual maintenance cost estimate will be derived based on the City and our knowledge of peer fleet systems. The annual cost estimates will then be projected over 10 years to provide a long-term comparison of maintenance costs.

NPV AND PAYBACK ANALYSIS

A potential payback period analysis will be developed using the lifetime cost estimates. This analysis will determine if and how long it will take for any annual cost savings associated with a EV fleet transition to off-set the initial infrastructure investments. Based on the structure of the lifetime cost analysis, we will be able to provide three levels of cost comparison: current costs (2024 dollars), conservative inflation and aggressive inflation.

The NPV analysis will compare the future costs of the City’s existing system with the transition plan. The NPV applies a discount rate that considers the element of time, accounting for the present value of future expenditures.

The NPV analysis will use two types of discount rates - both nominal and real. The “nominal” discount rate is used for future consumption and is the expression of dollars with an inflation rate applied to determine its spending power in a future year. The “real” discount rate is used for cash flows and reflects dollars of constant purchasing power related to a base year (in this case, 2024) after the effects of inflation have been removed. As a starting point, discount rate recommendations from FHWA Life-Cycle Cost Analysis Primer will be utilized and the analysis will provide the ability to conduct sensitivity tests for variations in the discount rate.



As part of HDR’s regional ZE planning contract with Metrolinx in Ontario, Canada, we helped the City of Milton develop a Transit Fleet Transition Plan. As part of the plan, we noted that capital costs are often estimated during the planning stage, the costs of operating and maintaining vehicles and infrastructure over time, as well as the costs associated with midlife rehabilitations or end of life replacements are critical to long-term decision making for a fleet owner such as the City of Milton. We included a Financial Planning section in our transition plan report, considering two scenarios for fleet transition. Each scenario evaluated the capital, operating, maintenance, and fuel/electricity costs over the 2023-2050 period. We also compared the discounted lifecycle cost of implementing each scenario. Using this data, the team also noted funding opportunities that could be used to further Milton’s ZE fleet goals.

The results of this net present value and payback analysis will determine the life-cycle cost differences associated with a baseline scenario versus a transition to EVs.

GRANT FUNDING AND APPLICABLE INCENTIVES

The past several years have seen a flurry of grant opportunities and federal incentives open up to support the electric vehicle transition. This includes opportunities that have arisen from the Inflation Reduction Act and other federal programs, along with local opportunities and utility rebate and incentive programs. Our grants and funding practice team will review all possible programs to help the maximize available funding opportunities to support the EV transition.

Anticipated Deliverables for each Department include:

- Capital Budget Estimates including capital requirements for vehicles, infrastructure investments, and utility upgrades.

Anticipated Deliverables for centralized Fleet Division include:

- Summary Financial Analysis Memo incorporating:
 - Capital Estimates
 - Fuel and Electricity Comparison
 - O&M Comparison
 - NPV and Payback Analysis
- Summary Memo on Applicable Funding Opportunities

Phased Fleet and Infrastructure Plan

We will compile a draft and final report, compiling critical deliverables from task efforts developed through the life of the projects into a centralized document in a readable, informative report structure. This final plan will use memos and documentation from our previous tasks and findings; memos and data developed during project task phases will serve as the basis for the final report documentation (or be included as appendices with details) so that there is a clear progression of decisions and strategic information as developed over the life of the project.

A draft of the report will be made available for review and comment by the City, with comments integrated for a finalized Final Phased Fleet and Infrastructure Plan report. A presentation will allow our Project Manager (and key team leaders identified as critical to the presentation) to share with your City stakeholders and projects leader findings and solutions noted in the completed plan.

Anticipated Deliverables

- Draft plan document (PDF; with one round of City reviews)
- Final plan document (PDF)
- Presentation (Powerpoint) of plan elements, presented in-person by our Project Manager to the City

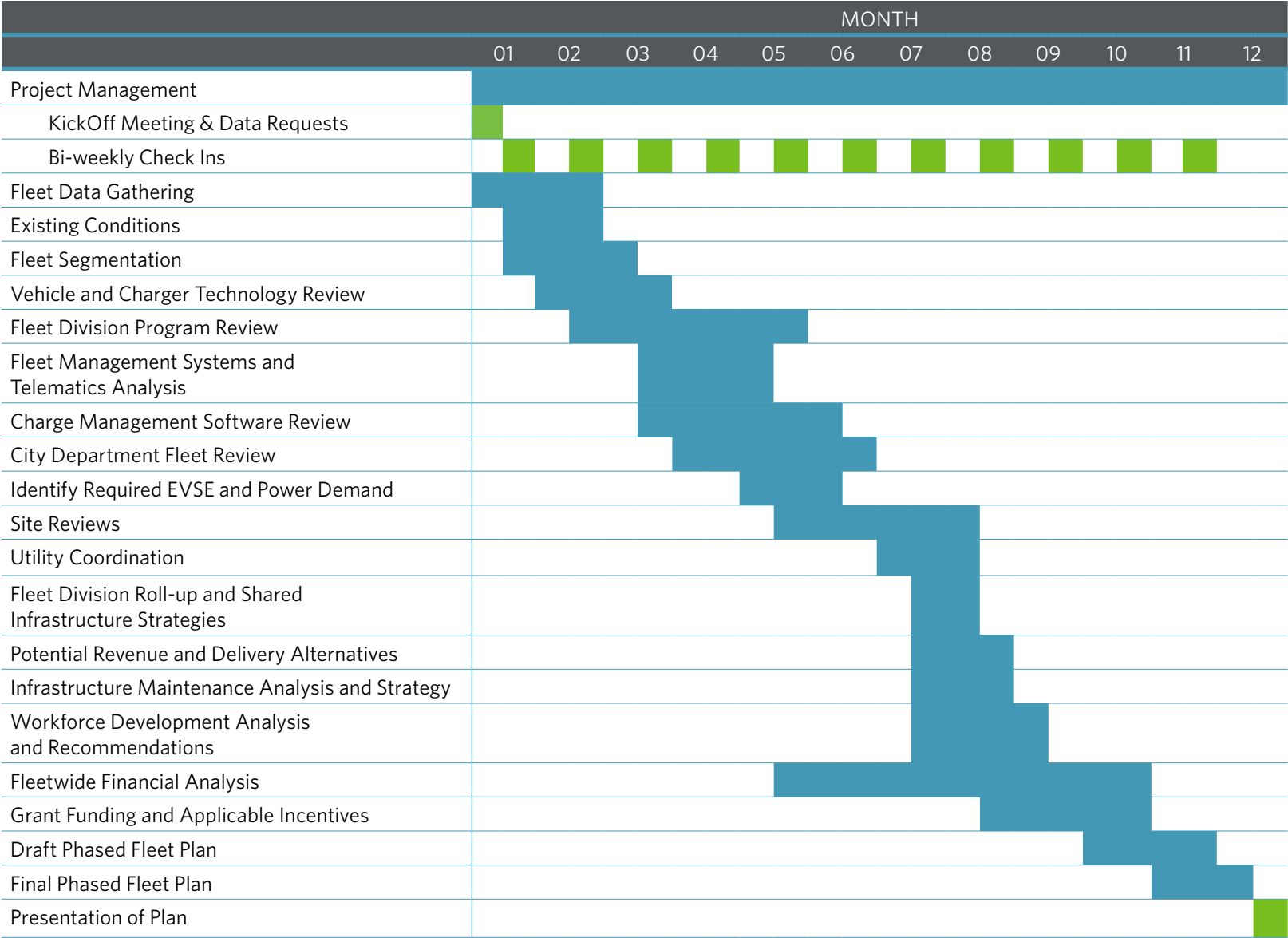
Our Approach in Action:

We know the value of visually engaging, detailed deliverables. For the final plan, we will create a documents and presentations that are informative, accessible, and suitable for sharing with your stakeholders - and public, if desired

The collage displays various project deliverables:

- Hours for Available EVs vs. Hours Charge Utilization:** A bar chart comparing available EV hours (up to 4000) against charging utilization hours for different vehicle types (e.g., Police, Fire, Public Works).
- Vision, Mission, Goals:** A slide with a stylized tree logo and a list of goals such as 'Increase availability and use of EVs over conventional fuel vehicles in the City, County and the region.'
- YOUR PLAN HERE:** A large central graphic with a stylized tree logo.
- Charging Infrastructure Requirements:** A slide listing requirements like '8 x 350 kW En-Route Chargers' and '1 x 350 kW Depot Charger', accompanied by pie charts for 'Pleasant Valley North End' and 'Expo Center East End (Expo)' showing charger distribution.
- Funding Opportunities:** A slide with photos of EV charging stations and text detailing various grant programs like the 'Infrastructure Investment and Jobs Act' and 'Department of Energy's Vehicle-to-Grid (V2G) Program'.

PROJECT SCHEDULE



Each critical phase of the project will result in key documentation and memos that will be summarized and consolidated into a final transition plan document.

This process allows for discussion, reviews, and engagement with the data and findings throughout the project.

The final plan will be a usable, readable, and actionable plan informed by the data generated along with you and your stakeholders throughout the project.

Critical Task Phase Key Meetings/Presentations

Part V - Sustainability



Sustainability

Kanas City & HDR: A Vision for a Sustainable, Vital, and Equitable Future

We know that Kansas City strives to incorporate sustainable strategies into all projects. We know that, as a City, you have embraced sustainability as a core principle in municipal operations and promoted a triple-bottom line approach to achieve social equity, economic vitality, and environmental quality in the community. We recognize that transitioning your fleet to ZE vehicles is part of this drive towards a brighter, cleaner Kansas City community. As a company and individuals who have committed our careers towards shaping a zero emissions future, our value for sustainable community and infrastructure strategies aligns with yours. We are excited to be able to continue working with the City on this sustainable vision, as we share your goals for a more socially equitable, economically vital, and sustainable Kansas City future.



As a critical **Mobility Strategy** noted in your **Climate Protection and Resiliency Plan** is an equity-centered roadmap, we know your fleet transition will help the community move towards greenhouse gas emission reduction goals of climate neutrality for City operations by 2030 and City-wide by 2040. It's why developing a data-driven, actionable plan to drive fleet electrification and supporting infrastructure is vital, and finding the right strategies to effectively, efficiently, and successfully move your fleets and infrastructure towards a ZE future lays the foundation for achieving the goals stated in your Climate Protection and Resiliency Plan.

We know that the City is proud of its LEED Gold Certification. We are proud to have been a part of projects in the area that helped the City achieve this important status, including collaborating with the City on projects that shape sustainable more transportation and infrastructure in the City. With more than 400 LEED Accredited professionals in our company, HDR is proud of our ability to partner not only with Kansas City but other area and global communities to help them work towards similar sustainable achievements.

HDR's Commitment to Sustainability

As an employee-owned firm, we strive toward an inclusive, sustainable future and elevate our communities, industry and professions through human-inspired technical and creative solutions. Our sustainability program continues pushing boundaries by reducing our impacts, acting as change agents and providing value to our clients through sustainable solutions. We employ more than 400 LEED Accredited Professionals and are a proud charter member of ISI, with more than 125 Envision Sustainability Professionals (ENV SP) on staff. Below are just a few of the corporate data points that show our commitment to sustainability:

411

LEED Accredited Professionals

125

Envision Sustainable Professionals

No. 9

Top 100 Green Building Design Firms
Engineering News-Record (ENR) 2023

100M SF

of Sustainable Projects

242

LEED Certified Projects

HDR maintains a corporate program entitled 'Smart Solutions' to foster initiatives including: Smart Product Use; Smart Business Travel; and Smart Office Environments, and funds local office 'Green Teams' to demonstrate its commitment. Key actions we take as a corporation include:

- Digital (paperless) delivery as appropriate.
- Encourage use of public transit and/or environmentally friendly modes of transportation to and from our offices.
- We are committed to efficient and prudent use of resources, and compliance with applicable legal and other requirements which relate to our environmental aspects.
- Our offices have established employee working groups dedicated to Green Practices and community activities with the aim to enhance sustainability within our regions.
- We develop and maintain environmental management programs with objectives and targets to minimize negative impacts on the environment as a result of our operations of and delivery of our services.

These principles guide our actions:

- Create technically credible and positive environmental, social and economic benefits for the communities where clients and employee-owners live, work and play.
- Reduce fossil-fuel use, water consumption and waste generation.
- Use financial resources efficiently on behalf of employee-owners and clients.
- Capture opportunities to support client programs in order to help them meet their sustainability goals.
- Provide technical opportunities and resources for our staff to increase sustainability-related expertise.
- Steadily improve company operations and efficiency.
- Track the environmental benefits of our projects.
- Make decisions using the evaluation of environmental, economic and social equity whenever possible.

HDR is Proud to Support Sustainable Practices Throughout Our Project Processes

As planners and designers who focus on sustainability not only in our company culture, but in our project work both locally and worldwide, we know that reducing carbon emissions requires fundamental considerations for critical aspect of community infrastructure. From the buildings where we live and work and the energy that powers them, to the way we get around, communities, we are helping transitioning away from systems dependent largely on fossil fuels. As such, we strive to apply systemic thinking to understand interdependencies between these infrastructure systems to deliver compounding benefits with greenhouse gas reduction strategies.



Our Zero Emissions Planning Work Focuses on Presenting Sustainable and Economically Vital Solutions

Our ZEM team uses its powerful toolkit to evaluate fleets such as those operated by the City to see that transition efforts can reduce GHG emissions in ways that are efficient, cost effective, and beneficial for the broad community. In our transition and EV Readiness Plans for fleet owners and communities around the nation, we use our powerful HDR-developed internal tools to develop accurate models that outline functional fuel/energy usage, feasible duty cycles and maximum ranges, operators can better plan fleet infrastructure, route schedules and spare ratios. With this real-world, fleet specific data, we drive the reduction of O&M costs and allow fleet owners better optimization of resources, which in turn drives economically vitality and long-term adoption of these sustainable ZE plans. After all, if a plan is not meaningful and operable in the long term due to either poorly developed data or impossible costs to maintain, the sustainable value and positive impacts on the community will be very brief and minimal. This is why we think and plan not just for the “now” but look to the future in our plans - as well as in our design projects that emerge from these plans.

The Importance of Equity in Our ZE Planning Efforts

In our EV planning efforts for communities and fleet owners such as Kansas City, we have focused on how EV integration and adoption within the community/fleets can drive GHG emissions reductions - *while being conscious of equity and contextual needs*. In our EV Readiness plans for communities such as the **City of Steamboat Springs** and **Pueblo County** in Colorado, the **City of Bend in Oregon**, or similar EV plans such as the **Maricopa Association of Governments Regional Readiness Strategic Plan** in Arizona, and the **Washoe County Infrastructure and Advanced Mobility Plan** in Nevada, developing data both the impacts EVs and alternative fuel vehicles will have on the community and how to maximize the emissions reduction benefits were critical features of the plans. Similarly, all these plans considered equity as an important factor in EV readiness; we want to see that the plans do not disproportionately benefit one segment of a community over another. In these plans (and in our many **transition plans for transit fleet owners** across the country) we strive to see the EV adoption within communities and by fleet owners brings benefits to and even offers greater opportunities to historically disadvantaged populations within the broader area communities.

HDR & Our Sustainable Design Practices

While we know your On projects, we know that Initiating the sustainability conversation by applying sustainability-driven framework early expands options and opportunities to integrate sustainable attributes to help drive innovation, reduce capital costs by promoting design efficiencies, decrease long-term O&M costs, understand and diminish negative environmental impacts, improve project performance, and enhance integration into the community. These types of benefits will be realized by using the framework, even without the goal of formally verifying the project. **While we recognize that your EV Infrastructure Plan is now in the planning phase, we are looking forward to when this plan becomes a reality and the City moves towards design of ZE infrastructure.**

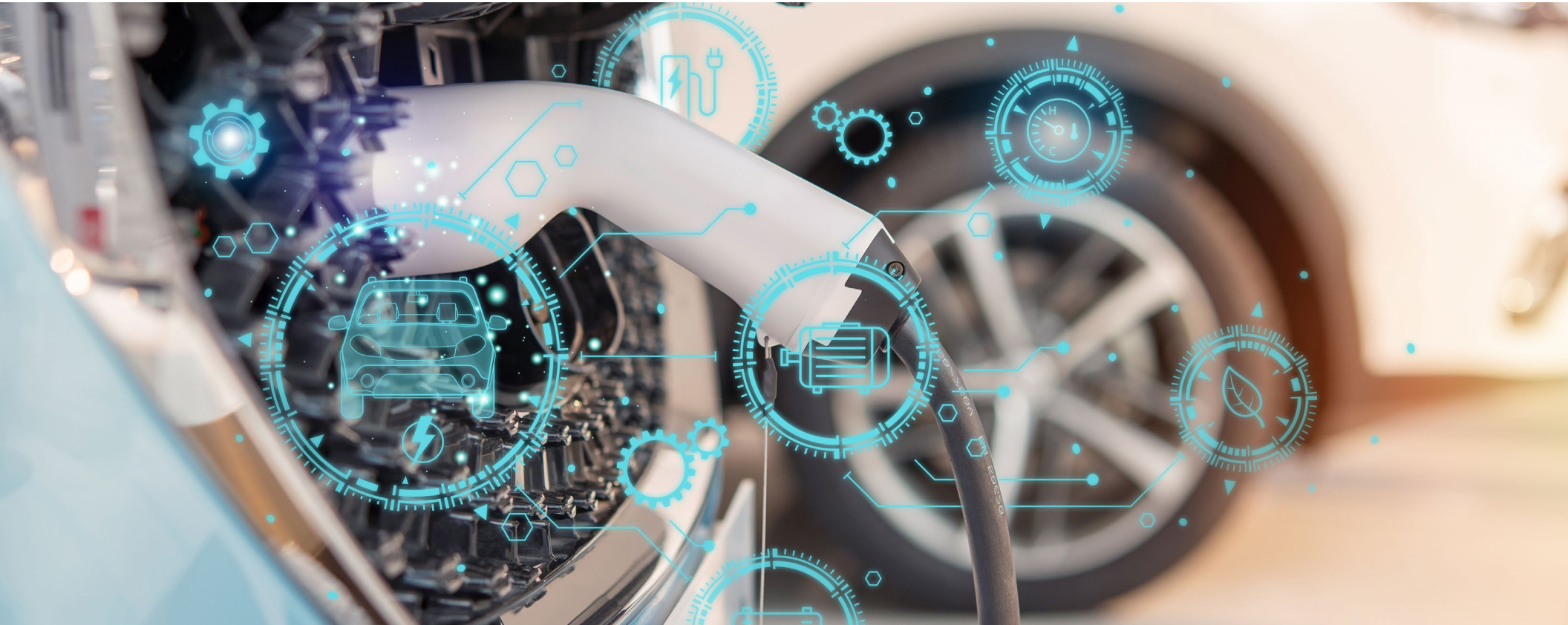
Based on lessons learned through our sustainable project work, we have developed many tools and resources to expedite assessment, coordination, integration and documentation. These tools align with the goals of the City’s Sustainability Playbook, including Tier 1 requirements and conversation guides.

We are continually evolving our processes and tools to assist teams in integrating and monitoring Envision performance to set the project up for success with the design and post-construction reviews. Our experience includes integrating criteria requirements (such as that established by Envision) into project design and construction documents, including specifications, and providing Envision contractor trainings. We understand how factors outside the direct scope of the project, such-as an organization’s commitment to sustainability or the project selection process, might fulfill compliance with credit criteria.

It is worth noting that even more than experience on a particular project type, repeated experience with ISI’s process, especially understanding ISI and verifier expectations regarding the following, is critical to submitting successful documentation: level of detail provided on the credit cover sheets, organization of credit cover sheet information, thoroughness of documentation, and calling out relevant information in supporting documentation.



Part VI - Pricing





ESTIMATED NUMBER OF HOURS TO COMPLETE THE WORK

TOTAL TEAM HOURS PER TASK	
TASK	TASK HOURS
Project Management	145
Kick Off, Data Collection, Existing Conditions	44
Technology Reviews	85
Fleet Department Analysis	547
Fleet Division (Central Fleet) Analysis	145
Fleet-wide Analysis	195
Workforce Development & Financial Analysis	175
COA, Draft and Final Plan	279
TOTALS HOURS	1615

ESTIMATED NUMBER OF HOURS WITH AN HOURLY RATE FOR EACH CLASSIFICATION						
TASK	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT ENGINEER	EIT	ACCOUNT/PROJECT CONTROLS
Project Management	30	20				95
Kick Off, Data Collection, Existing Conditions	4	9	29	2		
Technology Reviews	1	8	76			
Fleet Department Analysis	12	119	367	14	35	
Fleet Division (Central Fleet) Analysis	5	20	84	36		
Fleet-wide Analysis	5	46	132	2	10	
Workforce Development & Financial Analysis	6	31	116	22		
Phased Transition Plan (Draft/Final)	3	84	192			
TOTALS HOURS PER CLASSIFICATION	66	337	996	76	45	95

HOURLY RATES FOR CLASSIFICATIONS TO COMPLETE WORK

CLASSIFICATION	SALARY RATES
Principal	\$100 - \$155
Sr. Project Manager	\$70 - \$105
Project Manager	\$40 - \$70
Sr. Project Engineer	\$70 - \$100
Project Engineer	\$45 - \$70
EIT	\$25 - \$45
Sr. Civil Engineer	\$60 - \$80
Civil Engineer	\$45 - \$60
Sr. CAD/GIS Technician	\$40 - \$75
CAD/GIS Technician	\$25 - \$40
Sr. Environmental/Water Quality Specialist	\$45 - \$75
Environmental/Water Quality Specialist	\$25 - \$45
Planner	\$60 - \$85
Communication	\$45 - \$65
Sr. Modeler	\$60 - \$80
Modeler	\$40 - \$60
Survey/Technician	\$20 - \$60
Accountant/Project Controls	\$20 - \$45
Admin	\$20 - \$45

TOTAL NOT TO EXCEED COST

FIRM	COSTS
HDR	\$244,901
M/WBE Subconsultants	\$105,000
TOTALS COST	\$349,901

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. 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 YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Contract/Project Number _____
Contract/Project Title _____

Final Payment
 Date: _____
 Ordinance Date: _____

Application Number: 1
 Ordinance Number: _____
 City PO Number: _____

Contractor:

Legal Name _____
 Mail Address: _____
 City, ST Zip _____
 Vendor Number _____

Application for Work Accomplished: From _____ To: SLBE Pre-Payment¹
 Name of Kansas City, MO Project Mgr: _____

[Enter Pre-Payment Amount on Line [6] of Application Number 1. Delete SLBE Prepayment and footnote if not applicable.]

Original Contract Amount	[1]	\$0.00
Net by Amendments ___ through ___	[2]	\$0.00
Maximum Obligation (1+2)	[3]	\$0.00
Total Work Completed to Date	[4]	\$0.00
Total Previous Payments	[5]	\$0.00
PAYMENT DUE CONTRACTOR (4-5)	[6]	\$0.00

Instructions to Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses 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.
2. If this is the First application for payment and if Contract amount exceeds \$127,000, 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;** and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit Application to: _____ Department
 Name, Project Manager
 414 East 12th Street - City Hall, _____ Floor
 Kansas City, MO 64106

¹Any SLBE Pre-Payment will be reflected in "Previous Payments" beginning with the second Application for Payment.

Contractor:

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

Kansas City:

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

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: _____
 Submitted By: _____
 Title: _____
 Telephone No.: _____
 Fax No.: _____
 E-mail: _____
 Date: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Description: Infrastructure Plan for Fleet Electrification (IPFE) Project Number EV3295

Additional Insureds: City and its agencies, officials, officers, and employees, while acting within the scope of their authority

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the *Who Is An Insured* provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the *Who Is An Insured* provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-044
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014
\$

Effective Date 06/01/2024

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-034
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-044
 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

Attachment- E

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 20th day of February, 2024, before me appeared Cory Imhoff, 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 Senior Vice President (title) of HDR Engineering, 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.



Affiant's signature

Subscribed and sworn to before me this 20th day of February, 2024.



Notary Public

My Commission expires:

LILLIAN L. WALKER
Notary Public-Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires 1/19/2027
Commission #15424990

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

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

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF SSA

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

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

E. RESPONSIBILITIES OF DHS

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

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

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

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

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

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. HDR Inc (Employer) hereby designates and appoints KaRon Gardner (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:19959

Client Company ID Number:1817029

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

Approved by:

Employer HDR Inc	
Name (Please Type or Print) Nicole Riche	Title
Signature Electronically Signed	Date April 04, 2022
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) KaRon Gardner	Title
Signature Electronically Signed	Date April 04, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 04, 2022

Company ID Number:19959

Client Company ID Number:1817029

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	HDR Inc
Company Facility Address	1917 South 67th Street Omaha, NE 68106
Company Alternate Address	1917 South 67th Street Omaha, NE 68106
County or Parish	Douglas
Employer Identification Number	47-0663756
North American Industry Classification Systems Code	Management Of Companies And Enterprises (551)
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	167

Company ID Number:19959

Client Company ID Number:1817029

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

Texas	13
Wyoming	3
Nebraska	3
Oklahoma	1
North Carolina	4
Florida	10
Virginia	7
Montana	5
South Carolina	4
Wisconsin	1
Colorado	4
Illinois	4
Alaska	1
Hawaii	3
Nevada	2
Tennessee	4
New York	6
Washington	9
Indiana	1
West Virginia	1
Pennsylvania	5
New Jersey	3
Ohio	3
California	17
South Dakota	2
Oregon	4
Georgia	2
Maine	1
Kentucky	3
Connecticut	1
Iowa	5
Minnesota	3
Arizona	2
Idaho	3
Rhode Island	1
Maryland	4
Missouri	5
Massachusetts	1
Louisiana	3
Utah	2
North Dakota	2
Alabama	2
New Mexico	1
Michigan	1
Mississippi	1
New Hampshire	1
Guam	1
Arkansas	1
Dist Of Col	1

Company ID Number:19959

Client Company ID Number:1817029

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

Name	Nicole Riche
Phone Number	(402) 399-1015
Fax Number	
Email Address	nicole.riche@hdrinc.com



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

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

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

PAYROLL
HDR ENGINEERING INC
1917 S 67TH ST
OMAHA NE 68106-2973

Letter Id: L1542449920
Date: 15-Feb-2024
Taxpayer Id: **-*0568



TAX CLEARANCE STATUS: APPROVED

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

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

Eric Davison
Commissioner of Revenue

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



**CREO KC INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM

I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. The City has adopted an Economic Equity & Inclusion Goals--Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the Economic Equity & Inclusion Goals--MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following CREO KC Forms are attached and must be used for MBE/WBE submittals:
 - 1. Affidavit of Intended Utilization (CREO KC Form 13); and
 - 2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8A); and
 - 3. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
 - 4. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
 - 5. Request for Modification or Substitution (CREO KC Form 11); and
 - 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 - 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Civil Rights & Equal Opportunity Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.gov. Before a Proposer submits a proposal, Proposer should contact CREO KC and consult the directory to make sure any firm

proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (CREO KC Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (CREO KC Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, CREO KC will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO KC will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (CREO KC Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (CREO KC Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report.** This report must be submitted to the Director by the 15th of each month using the B2GNow Diversity Management System. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

- A. Proposer must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
 2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Additional Submittals.

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (CREO KC Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (CREO KC Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of CREO KC will consider whether the Proposer has performed the following, along with any other relevant factors:
1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) months.
 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the CREO KC directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs



and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
 8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
 9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, or contractor as of the bid solicitation; and
 - j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about



when this documentation must be submitted.

X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (CREO KC Form 11)** prior to **actual substitution and within a reasonable time after learning that a modification or substitution is necessary**. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
 2. The Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
 3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
1. The grant or denial of a Request for Waiver;
 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 4. Liquidated Damages;

5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at CREO KC of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) calendar days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the MBE/WBE program.

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages – Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. If Contractor fails to achieve the economic equity & inclusion 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. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor'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, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$300,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$300,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$300,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Proposer not doing so is required to objectively demonstrate to CREO KC that good faith efforts have been made.
- C. The following CREO KC Forms are to be used for Construction Employment Program submittals using the B2GNow Diversity Management System:
 1. Project Workforce Monthly Report
 2. Company-Wide Workforce Monthly Report

II. Required Monthly Submissions during Term of Contract.

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:
 1. **Project Workforce Monthly Report.** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The

second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

2. **Company-Wide Workforce Monthly Report.** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

IV. Methods for Securing Workforce Participation and Good Faith Efforts.

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of CREO KC. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:
 1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and



- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full-time career in the construction industry; and
 - b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals.



- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
 - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
 - 2. Recommendations by the Director to assess liquidated damages;
 - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Proposer believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of CREO KC which could have been timely appealed.

VI. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

VII. Miscellaneous.

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of CREO KC or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII. Liquidated Damages; Suspension – Workforce Program.

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any



suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.



Contractor Utilization Plan Approval Form

Prepared by: D.Smith

e-Builder users: Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.

Date: 6/14/24

Contract/Project Number: EV3295	Project Name: Infrastructure Plan for Fleet Electrification (IPFE)
Developer/Prime: HDR, Incorporated	Contact Name: Robert Mowat
Address: 10450 Holmes, Ste. 600 KCMO 64131	Email: Robert.Mowat@hdrinc.com

Full Contract Value: \$ 349,901.00

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Construction Employment Program: Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.
 NO: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>15</u> %	MBE: <u>15</u> %
WBE: <u>15</u> %	WBE: <u>15</u> %
Non-certified firms: ____%	Non-certified firms: ____%

Contract Type (select one): Construction Design-Build Design Professional Professional Services
 General Services Facilities Maintenance/Repair/Renovation Concessions Co-operative
 Revenue Sharing Non-Municipal Agency Other Goods & Services Other _____

Project Manager: Blake Butler Email: Blakeley.Butler@kcmo.org
 Additional Information:

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Contractor Utilization Plan is:


Approved Disapproved


15 % MBE 15 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

Appeal Sent to FICB or Incentive Agency? Yes _____ FICB _____ Incentive Agency No

CREO Signature:  Date: 6/17/2024

Comments:  CDBE6A49076D4B6...





CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number EV3295

Project Title Infrastructure Plan for Fleet Electrification (IPFE)

General Services
(Department Project)

GS
Department

HDR Engineering, Inc.
(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Cory Imhoff, of lawful age and upon my oath state as follows:

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

2. The project target goals are 15 % MBE and 15 % WBE.

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

1. **BIDDER/PROPOSER PARTICIPATION:** 15 % MBE 15 % WBE

1. **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ 349,901.00

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

1. Name of M/WBE Firm Custom Engineering, Inc.
Address 12760 E US Highway 40, Independence, MO 64055
Telephone No. 816-350-1473
I.R.S. No. 43-1031915



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

Name of M/WBE Firm Hg Consult, Inc.
 Address 7733 N. Wallace Ave, Kansas City, Missouri 64158
 Telephone No. 816-256-5153
 I.R.S. No. 27-1675196

Name of M/WBE Firm TREKK Design Group, LLC
 Address 1411 East 104th Street Kansas City, MO 64131
 Telephone No. 816-874-4656
 I.R.S. No. 43-1953275

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Custom Engineering, Inc.</u>	<u>Contractor</u>	<u>\$ 37,500.00</u>	<u>\$ 37,500.00</u>	<u>10.70</u>
<u>Hg Consult, Inc.</u>	<u>Contractor</u>	<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>	<u>4.30</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %: \$ 52,500.00 15.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Environmental Advisors and Engineers, Inc.	Contractor	\$ 40,000.00	\$40,000.00	11.40
Trekk Design Group, LLC	Contractor	\$ 12,500.00	\$12,500.00	3.60
TOTAL WBE \$ / TOTAL WBE %:		<u>\$ 52,500.00</u>		<u>15.00 %</u>

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

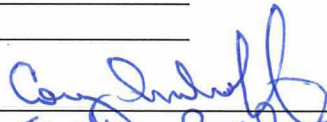
**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See CREO.KC Forms and Instructions for allowable credit and special instructions for suppliers.

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

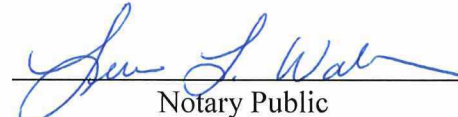
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting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

Bidder/Proposer primary contact: Cory Imhoff
 Address: 10450 Holmes Rd, Ste 600

 Phone Number: (816) 360-2702
 Facsimile number: (816) 307-5208
 E-mail Address: cory.imhoff@hdrinc.com

By: 
 Title: Site Area President
 Date: 6/14/2024
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 14th day of June, 2024.

My Commission Expires: 1.19.2027 
 Notary Public

LILLIAN L. WALKER
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Cass County
 My Commission Expires 1/19/2027
 Commission #15424990





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Infrastructure Plan for Fleet Electrification (IPFE)

Project Location/Number EV3295

PART 1: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Custom Engineering, 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.]
Electrical utility coordinaton, facility site investigations

for an estimated amount of \$ 37,500 (or 10.7 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Cory Imhoff
Signature: Prime Contractor

Cory Imhoff
Print Name

Service President
Title

6/14/2021
Date

State of Missouri)

County of Jackson)

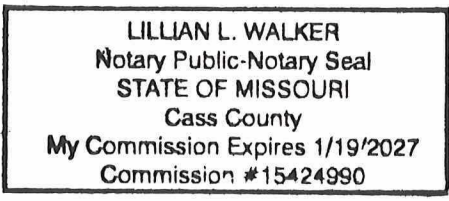
I, Cory Imhoff, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th day of June, 2021

My Commission Expires: 1.19.2027

Lillian L. Walker
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Custom Engineering, Inc.

JTD
Signature: Subcontractor

Joseph T. Davis
Print Name

CEO
Title

06/11/2024
Date

State of MO)

County of Jackson)

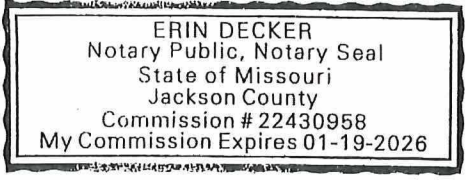
I, Joseph T. Davis, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 11, June, 2024

My Commission Expires: January 19, 2026

Erin Decker
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Infrastructure Plan for Fleet Electrification (IPFE)

Project Location/Number EV3295

PART I: Prime Contractor HDR Engineering, Inc. agrees to enter into a contractual agreement with M/W/DBE 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.]
Funding and financial analysis support

for an estimated amount of \$ 15,000 (or 4.3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Cory Imhoff
Signature: Prime Contractor
Sr. Vice President
Title

Cory Imhoff
Print Name
6/14/2024
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 14th day of June, 2024

My Commission Expires: 1.19.2027

Julie L. Walker
Notary Public

STAMP:

LILLIAN L. WALKER
Notary Public-Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires 1/19/2027
Commission #15424990

MWDBE SUBCONTRACTOR BUSINESS NAME: Hg Consult, Inc.

Earl Harrison Jr.
Signature: Subcontractor
President
Title

Earl Harrison Jr.
Print Name
6/12/24
Date

State of MISSOURI)
County of CLAY)

I, Earl Harrison Jr., 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 12 day of JUNE 2024

My Commission Expires: 9/14/24

Daniel Harper
Notary Public

STAMP:

DANIEL HARPER
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Sept. 14, 2027
Commission # 23065144



LETTER OF INTENT TO SUBCONTRACT

Check one:
 Original LOI:
 Updated LOI:

Project Name/Title Infrastructure Plan for Fleet Electrification (IPFE)

Project Location/Number EV3295

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

for an estimated amount of \$ 40,000 (or 11.4 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Cory Imhoff
Signature: Prime Contractor
Sr. Vice President
Title

Cory Imhoff
Print Name
6/11/2024
Date

State of Missouri)

County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 14th day of June, 2024

My Commission Expires: 1.19.2027

Lillian L. Walker
Notary Public

STAMP:

LILLIAN L. WALKER
Notary Public-Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires 1/19/2027
Commission #15424990

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

Jill R. Biesma
Signature: Subcontractor
President
Title

Jill R. Biesma
Print Name
6/10/24
Date

State of Missouri)

County of Clay)

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

Subscribed and sworn to before me, a notary public, on this 10th day of June, 2024

My Commission Expires: November 17, 2024

Samantha Floyd
Notary Public

STAMP:

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



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Infrastructure Plan for Fleet Electrification (IPFE)

Project Location/Number EV3295

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

for an estimated amount of \$ 12,500 (or 3.6 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: HDR Engineering, Inc.

Cory Imhoff
Signature: Prime Contractor
Sr. Vice President
Title

Cory Imhoff
Print Name
6/14/2024
Date

State of Missouri)
County of Jackson)

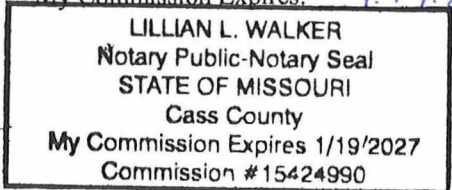
I, Cory Imhoff, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th day of June, 2024

My Commission Expires: 1.19.2027

[Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

[Signature]
Signature: Subcontractor
CEO/Margery Mumber
Title

Kimberly Robinson
Print Name
6/13/24
Date

State of Missouri)
County of Jackson)

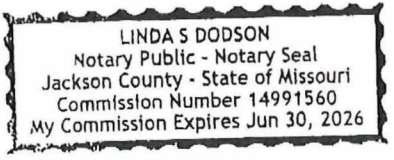
I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 13th day of June, 2024

My Commission Expires: 6/30/2026

[Signature]
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Cory Imhoff, acting in my capacity as Senior Vice President
(Name) *(Position with Firm)*
of HDR Engineering, Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>365</u>	<i>(Specify)</i>			

Throughout _____ x _____ Beginning 1/3 _____
 Middle 1/3 _____ Final 1/3 _____
 Beginning 1/3 5 % Middle 1/3 50 % Final 1/3 45 %

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

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


 (Signature)
 Senior Vice President
 (Position with Firm)
6/14/2024
 (Date)





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

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

2. Name of MBE/WBE Firm _____
Address _____

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

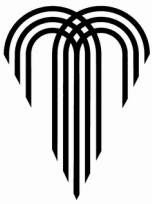
On this _____ day of _____, _____, before me appeared _____, to me personally known to be the _____ of the _____,

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

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

My commission expires:

Notary Public



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