



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

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

Project Manual

PROJECT/CONTRACT NO. 60800052/9741

PROJECT TITLE:
DRINKING WATER SERVICE LINE
MATERIALS INVENTORY
AMENDMENT NO. 2

BIDDER/ADDRESS

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

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

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES
AMENDMENT NO. 2
PROJECT NO. 60800052 CONTRACT NO. 9741
DRINKING WATER SERVICE LINE MATERIALS INVENTORY

WATER SERVICES DEPARTMENT

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

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

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

WHEREAS, the City desires to execute Amendment No. 2, in the amount of **\$2,079,984.00**, to amend the total contract amount to **\$5,922,278.00**; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Contractor agree as follows:

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

- A. Delete and replace the following sections:
 - a. Delete Sec. 1 - Compensation, Subparagraphs A-D and replace with the following Sec. 1 – Compensation, Subparagraphs A-D:
 - b. Delete Attachment A- Scope of Services and replace with the following Attachment A – Scope of Services:
 - c. Delete Attachment C – Fee Summary and Schedule of Position Classifications and replace with the following Attachment C – Fee Summary and Schedule of Position Classifications:
 - d. Delete Attachment E – CREO and Other Documents and replace with the following Attachment E – CREO and Other Documents:

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

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

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

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

CONTRACTOR

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A. The maximum amount the City will pay Contractor under this contract will not exceed \$5,922,278.00. Contractor will be paid monthly.
- B. Contractor will bill the City, in a form acceptable to the City, on a monthly basis.
- C. \$5,622,278.00 for the services performed by Design Professional under this Agreement.
- D. Contractor's maximum amount shown in Sec. 1, Compensation, includes a total allowance amount of \$300,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Contractor unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Contractor approved to utilize any allowance monies unless the City provides written authorization to Contractor that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

SCOPE OF SERVICES – AMENDMENT 2
FOR SERVICE LINE INVENTORY PROGRAM SUPPORT

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

1. GENERAL

This is Contract Amendment #2 between Kansas City Water Services Department (KC Water, or City, or Owner) and AECOM Technical Services, Inc. (AECOM, or Consultant) for services in support of the Drinking Water Service Lines Materials Inventory project. This amendment describes new work for the following general activities:

- Update the service line inventory in 2026.
- Oversee field investigations to identify service line materials.
- Provide compliance support to help KC Water address new regulatory requirements from the federal Lead and Copper Rule Improvements (LCRI) that take effect beginning November 2027.

2. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

The scope of work included in this amendment is tentatively scheduled to start in July 2026 and run through March 2027 (8 months).

CONSULTANT shall complete the scope of this amendment within two hundred and four (204) calendar days following the City's issuance of a Notice to Proceed to CONSULTANT. CONSULTANT's completion schedule will be extended by the City for delays beyond the reasonable control of the CONSULTANT or as approved by the City.

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

3. SCOPE OF SERVICES

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

Task Series A2.100: Program Administration
Task Series A2.200: Service Line Inventory Updates and Customer Notifications
Task Series A2.300: Field Investigation Oversight
Task Series A2.400: LCRI Compliance Support
Task Series A2.500: Public Engagement

Task Series A2.100: Program Administration

Task A2.101 – Project Management Services

Project management and program administration will include the following tasks and activities. CONSULTANT will perform project management services throughout the project to manage and complete the Work, including:

A2.101.1 - Planning & Project Coordination

This task covers overall program planning & scoping:

- The AECOM team will hold a monthly meeting to schedule the project tasks for the month, AECOM & Subcontractor work assignments, and deliverables. Identify critical tasks for the month, coordination needed with other team members and KC Water.
- The AECOM and Subcontractor task leaders will meet again mid-month to review assignment schedules, progress, and deliverables.
- AECOM team holds weekly internal coordination meetings.
- Attend client meetings: Bi-weekly with the KC Water project management team, and monthly progress meetings.
- We will respond to routine client calls & inquiries.
- We also assume face-to-face meetings 2x/year between the AECOM PIC and KC Water management staff.

A2.101.2 - Subcontractor Management

- Execute subcontract amendments.
- Scoping and scheduling. Tracking of subcontractor work assignments.
- Invoicing & budget management.

A2.101.3 – Project Financial Management

- Weekly accounting & budget tracking.
- Invoicing, CREO reports, progress reports.
- Change order documentation.
- Provide an annual long range budget projection for KC Water CIPs.

A2.101.4 - Documentation and Recordkeeping

Maintain the following project recordkeeping:

- File systems - Share Point site used with KC Water and subs, plus internal files.
- Communications records.
- Records of technical deliverables & backup files.

A2.101.5 - Quality Program

- Conduct peer reviews of project deliverables and maintain technical quality review record (TQRRs).
- Maintain project management and quality plans.
- Conduct periodic inspections and record reviews of field programs.

A2.101.6 - Safety Program

- Maintain a Safe Work Plan for field activities and update it on an annual basis.
- Conduct periodic inspections of field programs for compliance with safety requirements.
- Maintain safety records from field activities.

Task A2.102 – Grant Support

Budget allowances have been included for the following:

- Prepare one additional grant application for state revolving fund (SRF) funding. Obtain pricing, prepare cost estimates, and prepare the application for KC Water submittal to the Missouri Department of Natural Resources (MDNR).
- Communicate with MDNR to discuss grant requirements and relay guidance to KC Water.
- Discuss with KC Water possible strategies to fund work in non-disadvantaged census tracts that are not eligible for SRF grant funding.

Assumptions and Limitations

- If KC Water decides to pursue grant funding for service line replacements, and MDNR requires competitive bids, developing contract specifications and bid documents is outside the scope of this task.

Task Series A2.200: Service Line Inventory Updates and Customer Notifications

Task A2.201 – 2026 Inventory Update

The (Drinking Water Service Line Inventory (DWSLI) database is updated each year and the work includes the following primary tasks:

- i. Database updates and management.
- ii. Preparation of the annual regulatory inventory – In the format required by Missouri Department of Natural Resources (MDNR).
- iii. Website management – Updating the publicly-accessible website of service line materials.
- iv. Customer Notification Letters - Development of a mailing list database and production of annual notification letters to customers with lead, GRR, or unknown service lines.
- v. Routine coordination with KC Water GIS and IT staff is needed to obtain the required information.

A2.201.1 Database Management

The DWSLI database will be updated on a quarterly basis from the following data sources. Each dataset will be evaluated against the existing database and evaluated for changed and modified data.

- KC Water field work including water main replacements.
- AECOM field work including potholing.
- Information from file reviews of KC Water service line records and KC Parcel viewer permit records.
- Customer self-reporting.

Annual updates to the DWSLI database will also occur from the following sources:

- Information provided by KC Water: From GIS, Hansen asset management, Water quality sampling data, Customer billing system
- KCMO Cadastral Data
- County Data Sources

Service line data from the above sources will be reviewed against existing records. Changes to material designations will undergo a QC check to see if the lines can be reclassified per EPA/MDNR guidance. The inventory will be updated based on the new information and QC reviews.

A2.201.2 - Inventory Submittal to MDNR

- AECOM will develop the MDNR inventory submittal in the existing spreadsheet format required by MDNR.

- A QC review of the data transfer from the database to the inventory format will be completed in advance of the submittal.
- An annual summary dashboard of the MDNR submittal will be generated for KC Water's review of the inventory.

A2.201.3 - Maintain Online Inventory Map

The online map of the service line inventory will be updated quarterly in alignment with the DWSLI database updates.

A2.201.4 - Customer Notification Letters

Letters are required to be sent annually to both customers and consumers with lead, galvanized requiring replacement (GRR), or unknown service lines. This requires developing a mailing list database from multiple address sources that are not integrated. On behalf of KC Water, AECOM will:

- i. Develop a mailing list database that uses data from the DWSLI, KC Water Customer, and KC Cadastral databases as the sources of addresses.
- ii. The dataset will be reviewed against the USPS Mailer validation API to remove invalid mailing addresses.
- iii. Mailing lists will be prepared for unknown, GRR, and if needed, lead service lines.
- iv. The public engagement team will review the annual letters and update them if needed.
- v. Letters and mailing lists will be provided to KC Water's printing vendor Lineage Connect for printing and fulfillment. Estimated printing costs are not included in this scope of work.

Task A2.203 – KC Water IT Coordination & Data Collection Support

AECOM will facilitate bi-monthly video calls with KC Water IT and GIS staff to facilitate information transfer. Call agendas will include KC water system updates, inventory requirements, field applications, data integrations and transfers.

KC Water has expressed a desire to develop field data collection protocols to support the inventory during water main replacement projects and service line maintenance activities. AECOM will support this effort by:

- Identifying the data needed to be recorded by KC Water field staff and the data fields needed to accommodate the information in the asset management system.
- Prepare an SOP for KC field staff to follow in recording service line information
- Meet with KC Water staff (2 occasions) to discuss service line data needs or provide training to field inspectors on what to look for and record.

Assumptions and Limitations – Tasks 201, 202, 203

- Quarterly data exchanges are required from KC Water IT to AECOM for regular inventory data updates and system maintenance.
- **Inventory Format:** The MDNR 2025 inventory format was an Excel spreadsheet. MDNR has indicated that they will transition to an online database submittal. It is assumed that the new format will be compatible with the existing spreadsheet format. If it differs from the current requirements, additional services may be required to transform the inventory into a new format.
- **Mailing Database:**
 - KC Water takes a conservative approach to mailing notification letters for regulatory compliance. This involves sending letters to customers plus consumers, which requires compiling mailing lists from multiple sources. This in turn, assures that there will be returned letters each year.
 - The customer notification task does not include activities to expand the mailing list registry for other purposes such as tracking address changes within KC Water systems, or developing an online address notification tool to allow for mailings related to field work, service line disturbances, or water filter distributions. Those are beyond the scope of services.
- **KC Water GIS Support:** KC Water GIS administrators must maintain public access to the online inventory map through the KC Water website.
- **KC Water GIS System:** KC Water is reportedly transitioning to a more robust GIS system using network analyst. Support to incorporate inventory data into the new KC Water system is beyond the scope of this task.

Task Series A2.300: Field Investigation Oversight

This task series includes field oversight, inspection, and data management during potholing field investigations of service lines. The scope is based on the following assumptions:

- Potholing will be conducted up to 12 months out of the year and weather dependent (Duration of amendment is 8 months, occurs during winter season).
- The contractor plans to operate two crews, and they may not be working in adjacent locations. As a result, CONSULTANT will provide two inspectors, one at each potholing work area, in addition to other oversight and support activities.
- The potholing contractor is under contract to KC Water. CONSULTANT will provide field coordination, Resident Project Representative (RPR) services, and data management support for the field work. Public engagement support is also included under a separate task.

The work includes the following tasks:

Task A2.301 – Field Management Services (AECOM)

Field work management tasks will include the following:

A2.301.1 – Field Management

- Oversee contractor scheduling, training, and kickoff meetings.
- Establish a system to document and maintain project records, such as field reports, contractor submittals and RFIs, meeting minutes, safety records.
- Coordinate the work schedule with the KC Water and Public Engagement.
- Monitor work against the schedule and contract documents.
- Attend weekly field planning meetings.
- Conduct weekly inspections of RPR and contractor field activities.
- Schedule & run monthly meetings.
- Review contractor pay apps that are approved by the RPR. Check for compliance against MDNR grant documentation requirements.
- Track and monitor contractor responses to property damage, public complaints, disputes over site restoration, utility conflicts.
- Coordinate with KC Water and other city departments.
- Participate in interior inspections with the RPR (up to two per week x 35 weeks).

A2.301.2 – Safety & Quality Assurance

- Oversee implementation of CONSULTANT team's Health and Safety Plan (HASP).
- Conduct information updates for health and safety matters and accident prevention.
- Conduct weekly site inspections. Conduct periodic safety inspections.
- Check public engagement activities.
- Check records maintenance: technical, safety, communications.
- Bid quantity audits – review contractor invoicing.

Task A2.301T – Resident Project Representative, RPR (TREKK)

The RPR will monitor the construction progress for compliance with the contract documents, oversee the investigative potholing, record service line materials identified by the contractor, and inspect restoration work conducted by the contractor. The following tasks are included:

A2.301T.1 - Field Oversight

- Prepare property reports for the properties to be potholed (up to 1,750 properties) to locate curb stops and tentatively identify the surface materials that will be encountered in the pothole locations.
- Review the contractor's proposed schedule, coordinate field work with the contractor, and track the production schedule.

- Verify that the contractor prepares a traffic control plan, obtains permits for potholing and traffic control, prepares a safety plan, and conducts/marks utility clearances. RPR does not approve contractor's plans or permits.
- Coordinate task order site inspections. Review contractor utility clearances and pothole locations before excavations start.
- Perform contractor oversight. Observe work, confirm contractor work is conducted according to specifications.
- Review and reply to contractor Requests for Information or Interpretation RFI's. Recommend approvals or rejections to AECOM and KC Water.
- Document work progress and contractor's compliance with the progress schedule.
- Schedule and coordinate weekly progress meetings (35) with contractor, AECOM, Public Engagement team, and KC Water.
- Observe all potholes. Contractor will identify service line materials. RPR will review designations for concurrence and record service line findings in a field data collection app. Contractor will be required to sign off on each record.
- Inspect and approve site restorations performed by contractor.
- Document contractor claims and disputes.
- Conduct monthly reviews (8) of information and/or deliverables provided by contractor.
- Maintain all field records. Upload field investigation reports. Respond to inquiries from field report QC reviews.
- Implement RPR's field safety program. Conduct daily tailgate safety meetings.
- Observe Contractor's safety practices. Report any concerns to KC Water.

A2.301T.2 - Potholing Investigations Closeout

- Verify that the Work is complete for each neighborhood or work package.
- Review pay contractor applications for payment. Recommend approval or rejection to KC Water.

A2.301T.3 – Customer Self-Reporting Support

- When customers request help conducting interior inspections: schedule, conduct inspections, and report results (up to two per week x 35 weeks).

Task A2.302 - Data Management, Analysis and Reporting

A2.302.1 - Field Investigation Coordination

GIS and data services to support the field investigations and communication with stakeholders will include.

- Work Area Planning

- Review the service line inventory data, plus related information such as census data or demographic data needed to plan potholing work locations.
- Review results for inventory, demographic factors, and neighborhood considerations for work area sequence development.
- Develop work area property lists for work area progress tracking and mailing.
- Work Area Coordination
 - Prepare GIS data files and PDF maps for KC Water review or discussion with other city departments to identify potential capital improvement project locations for stakeholder reviews.
 - Develop methods to report work plans and progress for stakeholder updates.

A2.302.2 - Field Data Management

AECOM will maintain and manage spatial datasets needed to support field activities and provide integration with the DWSLI database. Activities will include:

- Field work scheduling and mapping for field activities including potholing, exterior meter pit inspections, interior inspections, or follow up from consumer self-reporting.
- Field data workflow planning, application development, data integration and training.
- Field activity coordination with the RPR and Public Engagement teams.
- Conduct QC reviews of all field data collected.
- Upload to the database and track field results. Also maintain a door hanger tracking application.
- Develop PDF reports of field results to document data collected.
- Develop a customer notification application and process in coordination with public engagement to track and facilitate customer notice requirements flagged by field results.
- Data stored in the ArcGIS online environment will be backed up weekly to an external file system.

A2.302.3 - Analysis & Reporting

Field data analysis and reporting will include:

- Database updates and tracking:
 - Progress tracking summary reports/dashboards will be prepared for KC Water on a weekly basis.
 - Reporting and visualizations to support stakeholder engagement on a quarterly basis.
 - The field investigation results will be incorporated into the inventory database.
 - The data collected will be used to reclassify service lines following EPA and MDNR guidelines. The results will be incorporated into the annual MDNR inventories.

- The findings from the initial pilot study (first 400 properties) will be reviewed and summarized, including:
 - For unknown lines: service line materials, types and distribution of materials found.
 - For lines of known materials, comparison of findings to historical records.
 - Comparison of potholing results to visual inspection results.
 - Recommendations of changes to field investigation approaches to improve future investigations or reduce costs.
- Statistical analysis and visualizations of data collected will be prepared after completion of the pilot study to support regulatory negotiations.
- Field investigation findings will be updated in a summary report for KC Water on an annual basis.

Assumptions and Limitations

- Annual report for the 2026 Inventory Update will not be compiled during the duration of this amendment, preliminary statistical analysis will be conducted.
- The potholing contractor is under contract to KC Water. CONSULTANT and the RPR shall not:
 - Undertake any of the responsibilities of contractors, subcontractors, or suppliers.
 - Supervise, direct, have control, advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the contractor's work, or for any failure of the contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work.
 - Authorize deviations from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Advise or issue directions regarding or assume control over security or safety practices by contractor.
 - Accept submittals from anyone other than the contractor as it relates to execution and approval of the contracted documents.
 - Guarantee the performance of any contractor or assume responsibility for any contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Contract Documents.

Task Series A2.400: LCRI Compliance Support

The following tasks will provide support to KC Water to help respond to new compliance requirements that take effect in November 2027 under the U.S. EPA's Lead and Copper Rule Improvements (LCRI) regulations. These tasks are outside of the annual inventory updates.

For some tasks it is difficult to clearly define the required scope of work at the present time, as the work will be influenced by feedback from future regulatory agency meetings. Those tasks are noted, the scopes of work include budget allowances to begin work on the tasks, but the requirements may change and require the addition of optional services.

Task A2.401 – Regulatory Support

A2.401.1 – MDNR Meetings

We have budgeted for two meetings with the MDNR to help clarify agency guidance on a range of LCRI compliance issues. We assume the meetings will be in person at MDNR offices.

Time is allowed for meeting planning, preparation of negotiation strategies, review with KC Water and meetings with the MDNR. Compliance topics that require agency clarification include:

- Galvanized lines vs. GRR
- Validation requirements (differences in state and federal requirements)
- Lead Service Line (LSL) Replacement Plan content and approach
- Predictive modeling use for the replacement plan
- School & childcare facilities – state level requirements
- Service line disturbances – what constitutes a disturbance
- Classifying lines from customer self-reports
- Bulk water customers
- Service line disturbances
- MDNR pre-approval of customer notification language

It will likely be necessary to prepare additional references and documentation for negotiations with MDNR on several topics:

- Galvanized vs. GRRs
- Validation approaches
- Use of predictive modeling

Preparations for regulatory discussions will include:

- Research guidance on these topics prepared by other states, the EPA, and the American Water Works Association (AWWA)
- Summarize the results from the initial inventory, field inspections to-date, and results from file reviews of unknown and galvanized lines.
- Prepare a proposed statistical validation approach.

- Assess the applicability of predictive modeling to the Kansas City inventory for preparing the LSL Replacement Plan.

Assumptions and Limitations

- Planning and coordination with MDNR does not include subsequent negotiations or responding to future regulatory issues that can't be predicted such as potential elevated lead levels or issues deemed not in compliance by MDNR /EPA.

A2.401.2 - Track Regulatory Updates

AECOM will monitor regulatory updates that may affect this program, including:

- Monitor federal and state regulations and guidance pertaining to the LCRI and inform KC Water of changes or updates.
- Check for annual updates to the MDNR inventory reporting template.
- Summarize for KC Water new reporting requirements that take effect under the LCRI (such as segmental replacements, exceedance, full replacements).
- Coordinate regulatory revisions with public outreach.
- Review program decisions against regulatory criteria from EPA and MDNR (such as criteria for reclassifying service lines).

We will develop a list of reporting requirements per the LCRI, a schedule of due dates, agencies and other stakeholders that are to receive reports (MDNR, State Health Department, consumers, etc.) and create a system to record the submittals.

Assumptions and Limitations

- Agency websites will be checked for updates on an approximately monthly basis.

Task A2.402 – File Review + LSL Replacement Plan

A2.402.1 – Record Reviews, File Reviews

To help reduce the number of unknown or Galvanized Requiring Replacement (GRR) service lines in the inventory AECOM will conduct the following file and record reviews:

- On-site reviews of paper records in KC Water file cabinets documenting service line materials and installation dates. This will be done for approximately 17,500 lines that are reported to be galvanized steel. Records will be reviewed to attempt to document whether lead was historically recorded on the up-stream (city owned) side of the service line. If it can be shown that lead was never present, galvanized lines might be reclassified as non-GRR, pending acceptance from KC Water.

A2.402.2 – Prepare LSL Replacement Plan

AECOM will initiate the development of a draft LSL Replacement Plan following current EPA guidance. That will include the following steps:

- Meet with KC Water to discuss plan requirements and who will provide information for the required elements. There are multiple topics needing input from KC Water, so we will

need a series of meetings to discuss different elements of the plan. We have budgeted for two (2) meetings via video conference.

- Compile service line data collected to-date from historical record reviews and field work, summarize the data statistics for the calculation of the service line replacement pool (Lead + GRR + Unknown Lines).
- Prepare a draft plan outline and coordinate with KC water for technical and legal review.

The content required by EPA guidance includes:

- a. A strategy to identify the material composition of all unknown service lines in the inventory.
- b. Standard Operating Procedures for conducting full service line replacements.
 - o Including how to obtain property owner consent and tracking changes in property ownership.
- c. Communication strategies
 - o To inform both consumers and customers served by the water system about the replacement plan and program.
 - o To inform property owners before a full or partial lead or GRR service line replacements. Must make at least 4 attempts to engage them if they are unresponsive.
- d. Procedure for consumers and customers to flush service lines and premise plumbing of particulate lead following a disturbance of a lead, GRR, or unknown service lines or following full or partial replacement.
- e. Strategy to prioritize service line replacement based on factors such as known lead and GRR service lines and community-specific factors.
- f. Funding strategy for conducting service line replacement that includes ways to accommodate customers that are unable to pay to replace the portion of the service line they own.
- g. Identification of any laws, regulations, and/or water tariff agreements that affect the water system's ability to gain access to conduct full replacement.
- h. For water systems that identify any lead-lined galvanized service lines in the inventory, a strategy to determine the extent of their use in the distribution system.

Assumptions and Limitations

- CONSULTANT has budgeted to complete approximately half of the on-site review of paper records through the course of this amendment, due to the longevity of the task.

Task A2.403 - Service Line Disturbances

Under the LCRI, service line disturbances of lead, GRR, or unknown lines will require the following: notification to consumers, provision of educational materials, and provision of a water filter. To help KC Water address this requirement, AECOM will provide the following:

A2.403.1 – Planning & Coordination

AECOM will prepare a memo for KC Water outlining the scenarios that may classify as service line disturbances and the responses that are required for each scenario.

AECOM staff will meet with KC Water staff (via video conference) to:

- Review the activities that are defined by the MDNR to be a “disturbance” and identify which KC Water operations may be impacted by this requirement.
- Agree upon how to communicate between the departments and the inventory team to share data before field work, and report disturbances during field work
- Meet with GIS or IT staff to establish data sharing protocols.
- We have assumed four (4) meetings via Teams calls.

AECOM will also meet with the Public Engagement team to discuss the public outreach requirements.

AECOM will provide technical input to the Public Engagement Team for public education materials.

A2.403.2 – Standard Operating Procedures

AECOM will prepare a standard operating procedure (SOP) describing required response actions for when service lines are disturbed for use in two situations:

- CONSULTANT when overseeing service line field investigations.
- KC Water Meter Field Services staff for use during service line maintenance activities.

The document will be 2-3 pages in length and follow the format of KC Water’s Standard Instructions (SI).

A2.403.3 – Construction Specification

CONSULTANT will prepare a construction specification for KC Water to include in bid packages for construction projects such as water main replacements that will disturb service lines. This will be a single specification outlining contractor requirements for notifying customers and providing educational materials when service lines are disturbed. This does not include preparing a complete bid package or other related construction documents.

Task A2.404 – Water Sampling Program Support

Water sampling, analysis, and reporting is conducted by KC Water laboratory staff for system-wide compliance monitoring and in response to customer requests. KC Water’s sampling requirements are expected to increase after the LCRI takes effect in November 2027 because:

- KC Water must inform all customers with lead, GRR, or unknown lines that they can request sampling.
- Service line field investigations will likely increase requests.
- Sampling will be required after service line replacements.

In addition, KC Water is required to submit a new Tap Sampling Plan by November 1, 2027, and the sites selected for tap sampling are supposed to be influenced by the findings of the service line inventory.

These changes will require communication, coordination, and information sharing between the KC Laboratory staff and the inventory and public involvement teams. The following tasks are proposed to assist that coordination.

CONSULTANT will conduct the following tasks:

A2.404.1 - Planning & Coordination

- Prepare a memo for KC Water to outline new requirements under the LCRI for:
 - Sampling in response to customer-requested sampling or service line replacements
 - Tap sampling requirements that are affected by the service line inventory
 - Inventory field investigation activities that may result in added requests for sampling
 - Consumer notification requirements.
- Meet with KC Water Laboratory staff to review requirements of the LCRI and identify workflows and points of contact for responding to customer requests. We have assumed two meetings for initial planning discussions.

Assumptions and Limitations

- KC Water is responsible for all water sampling, analysis, and reporting.
- KC Water will prepare the new tap sampling plan and all associated regulatory submittals required by the LCRI.
- CONSULTANT's role on this task is only to help facilitate coordination and data sharing with the service line inventory program activities.
- Under the lead and copper regulations, if an action level is exceeded, consumers throughout the distribution system must be notified. That scenario would be a significant undertaking is outside the scope of this project.
- Development of consumer communication protocols and materials, including coordination with the KC Lab, KC Health Department, and MDNR is not included in this scope.
- Development of data exchange workflows between KC Lab, IT staff, and CONSULTANT, is not included in this scope.

Task A2.405 – Water Filter Coordination

KC Water has applied for grant funding to help pay for the purchase of water pitcher filters for potential distribution in economically disadvantaged census tracts.

CONSULTANT will conduct the following tasks to help support this program:

A2.405.1 - Procure and Distribute Filters for Pilot Study

- Identify a vendor to supply Brita water pitcher filters certified to remove lead.
- Purchase filters on behalf of KC Water. We assume they will be purchased in small batches, as needed on a monthly or quarterly basis to maintain a minimum stockpile.
- KC Water requested approximately \$150,000 in grant funds to support this work. We have budgeted \$10,000 to pay for filter purchases for the period of this amendment. The cost is included in the Expenses task (A2.EXP).
- Distribute water filters if a lead service line is discovered during the potholing field work. They will be delivered in person or via the US Postal Service. We have assumed two per week will be distributed on average for budget purposes. The public engagement subcontractor will distribute filters.
- Engineer will help the public involvement team create a flyer to explain how to use the filters plus answer Frequently Asked Questions (FAQs).

Assumptions and Limitations

- Filter distribution includes one pitcher and one cartridge to last 6 months per consumer according to LCRI requirements.
- Filter distribution is issued in the event that a lead service line is identified and the consumer has communicated a health concern.
- Distribution is through USPS delivery services. CONSULTANT is not responsible for missing, lost, and damaged pitchers or cartridges and will provide one replacement when notified. Additional pitcher and cartridges requests will not be automatically provided without a review and approval process.
- Individual distribution of pitcher filter and filter cartridges will be mailed within one week for requests.
- Individual distribution of pitcher filter and filter cartridges will be mailed within one day for disturbances.
- CONSULTANT is not responsible for tracking pitcher filter and filter cartridges distributed by KC Water through programs outside service line disturbances or replacements. KC Water to provide location information for distributed filters to CONSULTANT.
- Development of a filter tracking and distribution system is not included in this scope.

Task A2.406 - School & Childcare Facilities

This task provides a budget allowance to begin work to clarify the obligations of KC Water related to schools and childcare facilities. Future discussion with state regulators is needed to clarify the specifics of new requirements enacted by the LCRI. Missouri in 2022 passed the “Get

the Lead Out of School Drinking Water Act” (RSMo 160.077). It addresses some of the sampling requirements under the LCRI, but there appear to be other obligations for water utilities that may not be covered by the Act. Until the regulatory requirements are clearly defined, the full scope needed to assist KC Water is unclear. To begin work on this topic, we have budgeted for the following tasks:

- Contact the Missouri Department of Health & Senior Services and the MDNR. Schedule two meetings via phone or video conference to define the limits between the state program and LCRI requirements. Identify whether KC Water is exempt from sampling requirements under the state program, see if a waiver from sampling is available, and identify if some facilities are excluded from such a waiver.
 - Prepare a memo for KC Water summarizing agency guidance and requirements.
 - Draft a sampling waiver request for KC Water to submit to MDNR, if allowed.
- Prepare technical information to assist the public engagement team in developing outreach information about the health risks from lead in drinking water and steps consumers can take to reduce their exposure.

Exclusions and Limitations

- As noted above, this is a preliminary task. Additional work outside this scope may be required after meeting with regulatory agencies to define specific requirements. Future optional services will likely be required for this task.
- Identification of plumbing materials in schools and daycare facilities is not included in this scope.
- Sending notifications to affected schools and facilities is not included in this scope. Contacting individual schools and daycare facilities is not included in this scope.
- Development of a database for schools and daycare facilities is not included in this scope.

Task Series A2.500: Public Engagement

Public engagement activities will be led by Parson + Associates. Engineers will provide technical input and review for educational materials and attend outreach meetings for technical support.

Task A2.501 – Public Engagement Support - AECOM

Time for technical input for outreach materials associated with the LCRI compliance activities in Task Series 400 is included in those tasks. Engineer has included budget allowances in this task for the following:

- Attend monthly community outreach meetings in the neighborhoods where work is being conducted (8).
- Attend quarterly meetings with city council staff or city stakeholders (3).
- Two days per month for review of public outreach materials, website updates, or general project information updates.

Task A2.501P – Public Engagement – Parson+Associates

A2.501P.1 Inventory Support

1 - Project Hotline Phone and Email Management

- P+A will monitor and respond to public and media inquiries via the project phone and email.
- P+A will staff the hotline phone from Monday through Friday, 9:00 AM to 5:00 PM.

2 - Coordinate up to 50 neighborhood group/grassroots pop-up presentations/ meetings

- The goal of these presentations/meetings is to promote the inventory and the self-reporting tool city-wide.
- The communications team will identify at least two meetings in the six City Council Districts (12 of the 50 meetings).
- Events may include existing community/neighborhood meetings, setting up a table at a community event such as a back-to-school program, First Friday, etc.

3 - Maintain and update project webpage

- P+A will update the project webpage on a bi-weekly basis. These updates may include listing what neighborhoods crews are actively working in, detour maps, and posting the annual notification letters.

4 - Coordinate translation services

P+A will coordinate translation services to support equitable access to project information.

- P+A will coordinate translation of up to 20 project assets – videos, fact sheets, door hangers, etc. in as many as 10 languages.
- P+A will coordinate with KC Water monthly to determine if in-person translation is needed at public-facing events.
 - If in-person translation is needed, P+A will coordinate with the translation vendor.

5 - Create toolkits for community stakeholders and organizations

P+A will develop up to 10 stakeholder toolkits to support community stakeholders and organizations in sharing project information.

- Toolkits may include fact sheets, talking points, graphics, links to videos, and guidance on promoting the inventory and self-reporting tool.

6 - Develop social media plan and draft posts

In coordination with KC Water, P+A will develop a year-long social media plan and strategy. P+A will draft up to five posts per month, for 8 months, to support public awareness of the project.

- Content will promote key milestones, neighborhood activity, and use of the self-reporting tool.
- Posts will be coordinated with KC Water for review and approval prior to publication.

7 - Monthly project team meetings

P+A will participate in monthly project team meetings.

- Meetings will include coordination with KC Water and project partners to review progress, upcoming activities, and communication needs.

8 - Weekly Coordination Meetings

P+A will meet internally once a week to coordinate.

- Meetings will focus on scheduling, field coordination, and upcoming communication activities.

9 - Bi-weekly communication team meetings

P+A will facilitate and participate in bi-weekly communications team meetings.

- Meetings will support coordination of messaging, outreach activities, and upcoming deliverables.

10 - City Official briefings and 3-1-1 support and training

P+A will support briefings for City officials and provide coordination with the City's 3-1-1 system.

- P+A will prepare briefing materials and provide information needed to respond to resident inquiries.
- Training or informational sessions for 3-1-1 staff will be conducted on a quarterly basis.

11 - Assist KC Water with earned media strategy and execution

P+A will assist KC Water with earned media strategy and execution.

- Support may include drafting media materials, coordinate interviews, and identifying opportunities to promote project milestones.
- Without knowing how many media requests may be received over the course of 8 months, P+A has included a budget allowance of five hours of earned media support per month.

12 - Creative asset development and presentations

P+A will develop creative assets and presentation materials to support outreach and engagement.

- Assets may include graphics, presentations, door hangers, post cards, videos, PowerPoint presentations for City Council, business or community meetings, and other communication materials.
- P+A has included a budget allowance of up to 52 hours of creative asset support.

13 - Annual customer notification letter support

P+A will support development and distribution of annual customer notification letters.

- Support may include drafting content, coordinating design, and assisting with distribution planning.

A2.501P.2 Field Work Support

1 - Provide training to new crew members and provide crew members with materials and signage

P+A will provide communications training and materials support for field crews.

- Training will include project messaging, customer interaction guidance, and use of communication materials.
- P+A will distribute approved signage and outreach materials to field crew members. P+A will coordinate with field crews monthly and manage ordering additional materials (i.e. door hangers, business cards, etc.)

2 - Coordinate with neighborhood and community leaders in pilot study/pothole neighborhoods

P+A will coordinate outreach with neighborhood and community leaders in pilot study and potholing areas.

- Coordination will support advance notification and community awareness of upcoming work.

3 - Present at up to 10 neighborhood meetings within the pilot study/pothole neighborhoods

P+A will coordinate and present at up to 10 neighborhood meetings.

- Presentations will provide project information, potholing schedules and impacts, and promote participation in the inventory and self-reporting tool.

4 - Customer self-reporting support and coordination

P+A will support customers using the self-reporting tool.

- Support may include responding to questions via the hotline phone and email, coordinating with field teams to verify self-reports, and scheduling appointments with self-report owners.

5 - Promote the self-reporting tool in neighborhoods city-wide

P+A will promote the customer self-reporting tool through neighborhood outreach activities.

- Promotion may include meetings, paid and traditional advertising, events, and distribution of informational materials.
- P+A will work with KC Water PIO to develop one traditional media and one paid media plan.
 - P+A has budgeted 20 hours to support promotion of the self-reporting tool.
 - P+A has dedicated \$2,500 in expenses for paid media, which may include:
 - Radio ads

- Social media and digital ads

6 - Develop neighborhood-specific content, including detour maps, notices of work, videos of neighborhood leaders supporting the program

P+A will develop neighborhood-specific communication materials to support field activities.

- Materials may include detour maps, work notifications, videos, and other localized content.
- P+A has budgeted 7 hours of support per month for 8 months to support this task.

7 - Distribute informational materials (flyers, yard signs, etc.) to project champions and local businesses

P+A will coordinate distribution of informational materials to project champions and local businesses.

- Materials may include flyers, yard signs, and other outreach items supporting project awareness.

8 - Create packet with required information for potholing/line disturbance and manage process of distributing packets

P+A will develop informational packets related to potholing and service line disturbance activities.

- P+A will coordinate, prepare, and distribute up to 500 packets to contractors for dissemination to affected customers.

A2.501P.3 LCRI Compliance Support

For regulatory compliance support, the required scope of work is hard to define at the present time, as the work will be influenced by feedback from future regulatory agency meetings. While tasks may change if requirements change, P+A has included a total budget allowance of 230 hours to begin work on the following tasks and general compliance-support activities.

1 - Coordination with KC Water to determine schedule for new requirements.

P+A will coordinate with KC Water to support implementation planning for new LCRI requirements.

- Coordination will include scheduling discussions and clarification of communication responsibilities between KC Water, KC Water Lab, City of Kansas City, MO, and P+A.
 - P+A has budgeted up to 60 hours of coordination meetings, preparations and debriefs of the meetings over the course of 20 months.

2 - Prepare materials required for new program elements

P+A will prepare communication materials for new LCRI. P+A has budgeted 150 hours to support and coordinate this effort. Elements include:

- Service line disturbance notifications
 - Postcards, fact sheets, utilizing EPA required messaging
- Updated communication flow chart

- P+A will work with KC Water, KC Water Lab, and the City of Kansas City, MO to establish a comprehensive flow chart that details how customer requests will be documented, where those requests get routed to, and how those requests become closed out.

3 - Service line disturbance support

P+A will support communication activities related to service line disturbance requirements. P+A has budgeted 70 hours of support for this task.

- Support may include preparation of notices and public information materials for distribution to customers affected by disturbances.
- Support may also include monthly coordination calls with contractors to assess effectiveness of public information materials or if more materials are needed.

4 - Sampling support

P+A will support communication and outreach related to sampling activities.

- Support may include development of informational materials and coordination with up to 100 affected customers.

7 – Assist in distributing water filters

- P+A will coordinate with contractors, customers, and KC Water to distribute water filters to eligible property owners who meet the established criteria.
- P+A has budgeted three hours per week for 35 weeks to support this effort.

Task A2.EXP: Expenses - AECOM

AECOM expenses are consolidated in this task for ease of tracking. Subcontractor expenses are included separately in their work tasks. Planned expenses by AECOM include the following:

Program Administration

- Mileage and parking allowances for meetings with KC Water management staff and city council staff. Three semi-annual meetings are assumed for each, for two people.

Service Line Inventory and Customer Notifications

- Scanning of returned letters from 2026, estimated at 10,000 letters each year. A budget of each year of \$10,000, was based on scanning costs incurred in 2025.

Field Investigation Oversight

- A budget of \$10,000 is included to purchase water filters on behalf of KC Water. This is approximately 1/15 of the grant amount sought by KC Water.
- Mileage is included for weekly field inspections and progress meetings. Mileage is also included for monthly management inspections (28), and bi-monthly meetings with neighborhood representatives (8).

- An allowance for field supplies is included.

LCRI Compliance Support

- Travel expenses are included to attend two face-to-face meetings with MDNR in Jefferson City, MO for regulatory negotiations.
- Mileage allowance for travel to file reviews.
- Mileage allowance for four miscellaneous meetings with KC Water staff.

Public Outreach

- We assume monthly meetings with neighborhood leaders, city council representatives, or similar during the course of the field work. Mileage and parking allowances for two people to attend each meeting.

Assumptions and Limitations

- There are no expected database or GIS license fees anticipated in 2026. AECOM will re-evaluate potential fees on an annual basis.

4. OPTIONAL SERVICES

A budget of \$80,000 is included in this amendment for optional services that may arise and be outside the anticipated scope of services. Potential activities that could require added scope are listed below. When needed, a specific scope and cost estimate with specific tasks will be prepared for review and approval by KC Water in advance of optional work.

Program Administration

- Added support for future grant applications such as preparing construction documents and bid services if needed to support funding applications for service line replacements.
 - Including support if MDNR requires competitive bids, developing contract specifications, and bid documents.

Service Line Inventory and Customer Notifications

- Adding bulk water customers to the existing inventory if required by regulators.
- Additional or outside services to help improve customer mailing list data bases and screen addresses, such as ESRI's "Search within an Address" application programming interface (API).

Field Investigation Oversight

- Purchasing additional water filters, if more filters are needed beyond the number budgeted.
- Work area digital delivery services to support an interactive map if KC Water wishes to make updates of work area progress on their web site.

LCRI Compliance Support

- Search for historical development records for neighborhoods built at same time or by the same developer from sources outside of KC Water, such as the Planning Department, the KC Library historical records, the Kansas City Research Center at UMKC, HistoricKC.org, or similar sources.
- Added support to KC Water for coordinating inventory services with water sampling programs conducted by KC Water.
- The requirements for schools and childcare facilities are uncertain pending regulatory consultations. Added support for that program may be needed.

Predictive Modeling

- Develop a predictive model for supporting the LSL Replacement Plan and validation negotiations with regulatory agencies. Integrate the available GIS, asset management data, and compiled inventory within a predictive model to generate a prediction for the overall service line materials within the unknown line population, support characterization of galvanized lines as non-GRR, or guide field work planning.

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

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

a. Drawings/plans

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

b. CSI specification sections (project manuals)

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

c. Summary:

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

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

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

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

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

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

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

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

2. Submittal Specifications

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

3. CAD Layers and Object Data Tables:

The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

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

4. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

ATTACHMENT C

Fee Summary and Schedule of Position Classifications

Task and Budget Summary

Drinking Water Service Line Inventory: Contract Amendment 2

4/30/2026, rev3

Tasks	AECOM Labor Cost	Subcontractor and Expenses	Total Cost
A2.100 - Program Administration			
A2.101 – Project Management Services	\$135,951	\$0	\$135,951
A2.102 – Grant Support	\$29,566	\$0	\$29,566
A2.200 - Service Line Inventory Updates and Customer Notifications			
A2.201 – 2026 Inventory Update	\$169,144	\$0	\$169,144
A2.203 – KC Water IT Coordination & Data Collection Support	\$37,060	\$0	\$37,060
A2.300 - Field Investigation Oversight			
A2.301 – Field Management Services (AECOM)	\$253,946	\$0	\$253,946
A2.301T – Resident Project Representative (TREKK)		\$548,712	\$548,712
A2.302 – Data Management, Analysis & Reporting	\$209,805	\$0	\$209,805
A2.400 - LCRI Compliance Support			
A2.401 - Regulatory Support	\$54,032	\$0	\$54,032
A2.402 - File Review + LSL Replacement Plan	\$117,092	\$0	\$117,092
A2.403 - Service Line Disturbances	\$84,792	\$0	\$84,792
A2.404 – Water Sampling Program Support	\$13,036	\$0	\$13,036
A2.405 – Water Filter Coordination	\$27,552	\$0	\$27,552
A2.406 - School & Childcare Facilities	\$21,368	\$0	\$21,368
A2.500 - Public Engagement			
A2.501 – Public Engagement Support - AECOM	\$35,072	\$0	\$35,072
A2.501P – Public Engagement – Parson+Associates		\$235,000	\$235,000
Major Expenses - Printing, Water Filters, Etc.			
EXP - Expenses (AECOM)		\$27,856	\$27,856
Total, Hrs/ Cost	\$1,188,415	\$811,568	\$1,999,984

BUDGET SUMMARY:

Proposed Cost, Contract Amendment 2, without optional services	\$1,999,984
Optional Services Allowance	\$80,000
Total Budget, including optional services	\$2,079,984

MBE/WBE Summary - Contract Amendment No. 2 + Optional Services	MBE, Parson	WBE, TREKK
Contract Amendment No. 2 Total = \$2,079,984		
MBE/WBE Goals	10%	10%
Projected Amounts:		
Parson + Associates (MBE) Fee = \$235,000	11%	
TREKK (WBE) Fee = \$548,712		26%

MBE/WBE Summary - Original Contract + Amendment No. 1 + Amendment No. 2	MBE, Parson	WBE, TREKK
Contract (Original + Amendment No. 1 + No. 2) Total = \$5,922,278		
MBE/WBE Goals	10%	10%
Projected Amounts:		
Parson + Associates (MBE) Fee = (\$187,300 + \$301,307 + \$235,000)	12%	
TREKK (WBE) Fee = (\$177,900 + \$542,909 + \$548,712)		21%

4/30/2026, Rev3

SUMMARY:	
Proposed Cost, Contract Amendment 2, without optional services	\$1,999,984
Optional Services Allowance	\$80,000
Total Budget, including optional services	\$2,079,984

A2.101 – Project Management Services	AECOM Labor																		AECOM Labor Totals		Subs + Expenses					Total Cost
	P/C Janet Strickland	Senior PM John Brummer	Engineer IV Jackson Allman	Professional III Erica Mcnease	Engineer IV Zhengxi Li	Engineer I Carrie Robinson	Engineer I	Technical Reviewer David Dods	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	Engineer I Palakshi Choksi	Engineer II Jenna David	Data Analyst, Modeler Chris Pawlowski	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Procurement Elizabeth Mazzocco	Health & Safety Blaine Pitre	Regulatory Strategy Quirien Muyliwyk	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Sub + Expense Total	Labor + Expenses
	\$350	\$318	\$154	\$200	\$156	\$123	\$125	\$277	\$249	\$167	\$138	\$142	\$395	\$112	\$140	\$169	\$264	\$358								
A2.101.1 - Planning & Project Coordination																			0	\$0					\$0	\$0
Bi-weekly calls with KC Water (18 @ 1/2 hr ea)	8	17	35						17										78	\$18,025					\$0	\$18,025
Monthly Progress meetings with KC Water +Prep+Minutes (8)	8	8	24						8	8									56	\$12,368					\$0	\$12,368
Bi-annual meetings with KC Water Management Team (2)	8																		8	\$2,800					\$0	\$2,800
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
A2.101.2 - Subcontractor Management																			0	\$0					\$0	\$0
Subcontract amendments (2 subs)	16	4	32												16	20			88	\$17,420					\$0	\$17,420
Monthly invoicing + Budget management	8	8	32																48	\$10,272					\$0	\$10,272
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
A2.101.3 – Project Financial Management																			0	\$0					\$0	\$0
Weekly accounting & budget tracking.	4	16	70												16				106	\$19,446					\$0	\$19,446
Monthly Invoicing, CREO reports, progress reports	6	8	24												16				54	\$10,580					\$0	\$10,580
Annual budget projection for KC Water CIPs	8	8	32						16										64	\$14,256					\$0	\$14,256
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
A2.101.4 - Documentation and Recordkeeping																			0	\$0					\$0	\$0
Maintain files, project reports, Share Point folders			35																35	\$5,359					\$0	\$5,359
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
A2.101.5 - Quality Program																			0	\$0					\$0	\$0
Update PM Plan, Quality Plan, Risk Review	4	4	16											8	8				40	\$7,152					\$0	\$7,152
Record audits			8																8	\$1,232					\$0	\$1,232
															8				8	\$1,120					\$0	\$1,120
																			0	\$0					\$0	\$0
A2.101.6 - Safety Program																			0	\$0					\$0	\$0
Update Safe Work Plan		8	24		32									4			8		76	\$13,792					\$0	\$13,792
Safety record maintenance			8											8					16	\$2,128					\$0	\$2,128
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
Total, Hours	70	81	339	0	32	0	0	0	41	8	0	0	0	20	64	20	8	0	684							
Total, Dollars	\$24,500	\$25,885	\$52,237	\$0	\$4,992	\$0	\$0	\$0	\$10,309	\$1,336	\$0	\$0	\$0	\$2,240	\$8,960	\$3,380	\$2,112	\$0		\$135,951					\$0	\$135,951

A2.201 – 2026 Inventory Update	AECOM Labor																		AECOM Labor Totals		Subs + Expenses					Total Cost
	P/C Janet Strickland	Senior PM John Brummer	Engineer IV Jackson Allman	Professional III Erica Mcnease	Engineer IV Zhengxi Li	Engineer I Carrie Robinson	Engineer I	Technical Reviewer David Dods	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	Engineer I Palakshi Choksi	Engineer II Jenna David	Data Analyst, Modeler Chris Pawlowski	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Procurement Elizabeth Mazzocco	Health & Safety Blaine Pitre	Regulatory Strategy Quirien Muylwyk								
	\$350	\$318	\$154	\$200	\$156	\$123	\$125	\$277	\$249	\$167	\$138	\$142	\$395	\$112	\$140	\$169	\$264	\$358	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Sub + Expense Total	Labor + Expenses
A2.201.1 Database Management																			0	\$0					\$0	\$0
Database mgt, general (weekly)			26						52	52	24	16	8						179	\$34,479					\$0	\$34,479
Updates from KC Water - GIS, Hansen, Water data - QC & process data (quarterly)					22	4				24	8								58	\$9,036					\$0	\$9,036
Updates from KC maintenance work, QC & process data (quarterly)					14	4				16	16								50	\$7,556					\$0	\$7,556
Updates from file reviews, Field work, QC & process data					22	16				32	20								90	\$13,504					\$0	\$13,504
Updates from KCMO and County, QC & process data					14	4				16									34	\$5,348					\$0	\$5,348
Reclassify service lines quarterly or annually from new data					14					24	24			1					63	\$9,616					\$0	\$9,616
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
A2.202.2 - Inventory Submittal to MDNR (4 week duration)																			0	\$0					\$0	\$0
Update MDNR inventory format - it is going to online system (each)									4	12	24								40	\$6,312					\$0	\$6,312
Export database to inventory format											24								24	\$3,312					\$0	\$3,312
QC data transfer and inventory spreadsheet					2					4									6	\$980					\$0	\$980
Create dashboard for KC and Public Involvement, QC					2					4	24								30	\$4,292					\$0	\$4,292
Finalize inventory for submittal										4	8								12	\$1,772					\$0	\$1,772
Final inventory QC, Lead Verifier & ITR				8	8						2		4	1					23	\$4,816					\$0	\$4,816
A2.202.3 - Maintain Online Inventory Map (quarterly)																			0	\$0					\$0	\$0
Update map data quarterly			4						2	10		2							18	\$3,068					\$0	\$3,068
QC check map with annual inventory update												8		1					9	\$1,248					\$0	\$1,248
A2.202.4 - Customer Notification Letters (4 week duration)																			0	\$0					\$0	\$0
Update mailing database (each)									12	64	32								108	\$18,092					\$0	\$18,092
Review against USPS API (each)						16				8	16								40	\$5,512					\$0	\$5,512
Create mailing lists for each letter type (each)										40	16								56	\$8,888					\$0	\$8,888
Mailer QC (each)					12					4	8								24	\$3,644					\$0	\$3,644
Coordination with printer (each)			8			12				2									22	\$3,042					\$0	\$3,042
Subcontracting for Printing	4		10												12				26	\$4,620					\$0	\$4,620
Summarize results of scanned returned letters			12							4		16							32	\$4,788					\$0	\$4,788
Work Coordination with other tasks and subs																			0	\$0					\$0	\$0
Weekly AECOM team coordination meetings (30 weeks)									30	30									60	\$12,480					\$0	\$12,480
Monthly planning meeting with Subs - PM Team (7 months x 1.5 hr)									11										11	\$2,739					\$0	\$2,739
																			0	\$0					\$0	\$0
Total, Hours	4	0	60	8	110	56	0	0	111	350	246	42	12	3	12	0	0	0	1,015							
Total, Dollars	\$1,400	\$0	\$9,255	\$1,600	\$17,160	\$6,888	\$0	\$0	\$27,689	\$58,483	\$33,948	\$5,964	\$4,740	\$336	\$1,680	\$0	\$0	\$0		\$169,144					\$0	\$169,144

A2.203 – KC Water IT Coordination & Data Collection Support	AECOM Labor																		AECOM Labor Totals		Subs + Expenses					Total Cost
	PIC Janet Strickland	Senior PM John Brummer	Engineer IV Jackson Allman	Professional III Erica Mcnease	Engineer IV Zhengxi Li	Engineer I Carrie Robinson	Engineer I	Technical Reviewer David Dods	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	Engineer I Palakshi Choksi	Engineer II Jenna David	Data Analyst, Modeler Chris Pawlowski	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Procurement Elizabeth Mazzocco	Health & Safety Blaine Pitre	Regulatory Strategy Quirien Muylwyk								
	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Sub + Expense Total	Labor + Expenses																		
	\$350	\$318	\$154	\$200	\$156	\$123	\$125	\$277	\$249	\$167	\$138	\$142	\$395	\$112	\$140	\$169	\$264	\$358								
Data Exchange Coordination																			0	\$0					\$0	\$0
Bi-monthly conference calls with IT and GIS staff (4)			8		8				8	8									32	\$5,808					\$0	\$5,808
																			0	\$0					\$0	\$0
KC Field Data Collection Support																			0	\$0					\$0	\$0
Document field data needed from KC Water staff			8		4				2	6									20	\$3,356					\$0	\$3,356
ID data fields needed in asset mgt system to accept new data			4						8	8									20	\$3,944					\$0	\$3,944
Planning meeting with KC Staff			4						4	4									12	\$2,280					\$0	\$2,280
Prepare SOP for KC field staff (2)																			0	\$0					\$0	\$0
- Water Main Replacements	2	2	8		24				8					4					48	\$8,752					\$0	\$8,752
- Service Line / Water Meter Maintenance	2	2	8		24				8					4					48	\$8,752					\$0	\$8,752
Meet with KC staff for training on field data collection (1 meeting)			8	8						8									24	\$4,168					\$0	\$4,168
																			0	\$0					\$0	\$0
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A2.301 – Field Management Services (AECOM)	AECOM Labor																		AECOM Labor Totals		Subs + Expenses					Total Cost
	PIC Janet Strickland	Senior PM John Brummer	Engineer IV Jackson Allman	Professional III Erica Mcnease	Engineer IV Zhengxi Li	Engineer I Carrie Robinson	Engineer I	Technical Reviewer David Dods	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	Engineer I Palakshi Choksi	Engineer II Jenna David	Data Analyst, Modeler Chris Pawlowski	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Procurement Elizabeth Mazzocco	Health & Safety Blaine Pitre	Regulatory Strategy Quirien Muylwyk								
	\$350	\$318	\$154	\$200	\$156	\$123	\$125	\$277	\$249	\$167	\$138	\$142	\$395	\$112	\$140	\$169	\$264	\$358	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Sub + Expense Total	Labor + Expenses
A2.301.1 - Field Management																			0	\$0					\$0	\$0
Reviews, Communications (35 weeks)		280												70					350	\$96,880					\$0	\$96,880
Task Management, schedule & budget tracking																			0	\$0					\$0	\$0
Routine communications - RPR, Public Engage, KC Water																			0	\$0					\$0	\$0
Review submittals: RPR Questions, Contractor RFIs																			0	\$0					\$0	\$0
Review contractor pay Apps, e-Builder (8 months)																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
Weekly field inspection of contractor and RPR																			0	\$0					\$0	\$0
Attend Weekly planning meetings, site visits (4 hr/wk x 35)		140																	140	\$44,520					\$0	\$44,520
Jackson attend 1/month			32																32	\$4,928					\$0	\$4,928
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
Contingency: Neighborhood mtgs, other City Dept inquiries																			0	\$0					\$0	\$0
1 day/month for unplanned meetings	64		64																128	\$32,256					\$0	\$32,256
																			0	\$0					\$0	\$0
A2.301.2 - Safety and Quality Assurance																			0	\$0					\$0	\$0
Monthly safety and QA inspection + field record reviews (8)			32																32	\$4,928					\$0	\$4,928
																			0	\$0					\$0	\$0
Interior Inspections - with TREKK staff																			0	\$0					\$0	\$0
Assume 2/week x 35 weeks, @ 2 hr each			70			70													140	\$19,390					\$0	\$19,390
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
Work Coordination with other tasks and subs																			0	\$0					\$0	\$0
Weekly AECOM team coordination meetings (35 weeks)	35	35	70					12											152	\$37,484					\$0	\$37,484
Monthly planning meeting with Subs - PM Team (8 months x 1.5 hr)	12	12	20																44	\$11,096					\$0	\$11,096
Mid-month check-in meeting with subs (8 months)			16																16	\$2,464					\$0	\$2,464
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
																			0	\$0					\$0	\$0
Total, Hours	111	467	304	0	0	70	0	12	0	0	0	0	0	70	0	0	0	0	1034							
Total, Dollars	\$38,850	\$148,506	\$46,816	\$0	\$0	\$8,610	\$0	\$3,324	\$0	\$0	\$0	\$0	\$0	\$7,840	\$0	\$0	\$0	\$0		\$253,946					\$0	\$253,946

[illegible]

		Labor										Direct Expenses		Labor Total Fee	Direct Expenses Total Fee	Grand Total
	Quantities	Project Manager	Senior Professional Engineer	Project Engineer III	Assessment Technician I	Senior Field Technician	Field Technician I (RPR1)	Field Technician I (RPR 2)	Field Technician I	Finance Specialist I	Labor Hr Sub-Total	Mileage	Hourly Equipment Charge (Per Crew)			
Billing Rate		\$186.00	\$273.00	\$119.00	\$97.00	\$139.00	\$106.00	\$106.00	\$106.00	\$136.00		\$0.77	\$5.00			
TASK DESCRIPTION																
A2.3017	Pre-Field & Field Work	285	36	245	273	362	1,408	1,408	440	52	4,509	15,600	3,140			\$ 548,712.00
A2.3017.1	Field Oversight (Admin, Safety Talks, Potholing, Uploading of Results, Utility Clearances, Data QC, Pre-Field Preparation)										-			\$ -	\$ -	\$ -
	Progress Meetings (8)	10	10	10	10	10	16	16			82		32	\$ 11,532.00	\$ 160.00	\$ 11,692.00
	General Project Administration/Coordination	69	18							52	139			\$ 24,820.00	\$ -	\$ 24,820.00
	Safety Talks	4		4		6	35	35			84		70	\$ 9,474.00	\$ 350.00	\$ 9,824.00
	Weekly Coordination Meetings	70		35		6	35	35			181		70	\$ 25,439.00	\$ 350.00	\$ 25,789.00
	Potholing and Restoration Observation (Utility Clearance, Uploading Results)	88	8	60		332	1,322	1,322			3,132	13,200	2,644	\$ 352,104.00	\$ 23,384.00	\$ 375,488.00
	Data QC	8		8	33						49			\$ 5,641.00	\$ -	\$ 5,641.00
	Pre-Field Preparation (Property Reports - assuming 2-man crew completes 80 reports per day and Contractor potholes 10 properties per day)	16		16	35	8			440		515	1,000	220	\$ 56,027.00	\$ 1,870.00	\$ 57,897.00
A2.3017.2	Potholing Investigations Closeout (Contractor Invoices, Work Package Closeout)	8		8	175						191			\$ 19,415.00	\$ -	\$ 19,415.00
A2.3017.3	Customer Self-Reporting Support (Interior Inspections, Interior Inspection Scheduling)										-			\$ -	\$ -	\$ -
	Inspection Scheduling				20						20			\$ 1,940.00	\$ -	\$ 1,940.00
	Interior Inspections (2 Insp/wk @ 1.5hrs/insp)	12		104							116	1,400	104	\$ 14,608.00	\$ 1,598.00	\$ 16,206.00
TOTAL HOURS		285	36	245	273	362	1,408	1,408	440	52	4,509	15,600	3,140			
BILLING RATE		\$186.00	\$273.00	\$119.00	\$97.00	\$139.00	\$106.00	\$106.00	\$106.00	\$136.00		\$0.77	\$5.00			\$ 548,712.00
TOTAL LABOR COST		\$53,010.00	\$9,828.00	\$29,155.00	\$26,481.00	\$50,318.00	\$149,248.00	\$149,248.00	\$46,640.00	\$7,072.00	\$521,000.00	\$12,012.00	\$15,700.00			

A2.403 - Service Line Disturbances	AECOM Labor																			AECOM Labor Totals		Subs + Expenses					Total Cost
	P/C Janet Strickland	Senior PM John Brummer	Engineer IV Jackson Allman	Professional III Erica Mcnease	Engineer IV Zhengxi Li	Engineer I Carrie Robinson	Engineer I	Technical Reviewer David Dods	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	Engineer I Palakshi Choksi	Engineer II Jenna David	Data Analyst, Modeler Chris Pawlowski	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Procurement Elizabeth Mazzocco	Health & Safety Blaine Pitre	Regulatory Strategy Quiren Muylywyk									
	\$350	\$318	\$154	\$200	\$156	\$123	\$125	\$277	\$249	\$167	\$138	\$142	\$395	\$112	\$140	\$169	\$264	\$358	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Sub + Expense Total	Labor + Expenses	
A2.403.1 – Planning & Coordination																			0	\$0					\$0	\$0	
Memo outlining disturbance requirements			8	16				8	8										40	\$8,640					\$0	\$8,640	
Meetings with KC Water Depts affected (2)			4	6					4										14	\$2,812					\$0	\$2,812	
Meetings with KC Water IT & GIS staff re-data exchange (2)				4					4	4									12	\$2,464					\$0	\$2,464	
Public Engagement Coordination, Outreach Matl Review			24	24															48	\$8,496					\$0	\$8,496	
QC	4		8						8					2					22	\$4,848					\$0	\$4,848	
																			0	\$0					\$0	\$0	
A2.403.2 – Standard Operating Procedures																			0	\$0					\$0	\$0	
Prepare Std. Instructions for serv line disturbances (3 pg)																			0	\$0					\$0	\$0	
- Draft + peer review	4		16	40					8										68	\$13,856					\$0	\$13,856	
- Finalize after KC Water review			4	8															12	\$2,216					\$0	\$2,216	
TQRRs	4		4																8	\$2,016					\$0	\$2,016	
																			0	\$0					\$0	\$0	
A2.403.3 – Construction Specification																			0	\$0					\$0	\$0	
Prepare 1 construction spec for serv line disturbance response								4											4	\$1,108					\$0	\$1,108	
- Draft spec + peer review	4	4	40	80															128	\$24,832					\$0	\$24,832	
- Two reviews by KC Water		4	16	16															36	\$6,936					\$0	\$6,936	
- Finalize spec		4	8	8										4					24	\$4,552					\$0	\$4,552	
																			0	\$0					\$0	\$0	
TQRRs	4		4																8	\$2,016					\$0	\$2,016	
																			0	\$0					\$0	\$0	
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A2.405 – Water Filter Coordination	AECOM Labor																		AECOM Labor Totals		Subs + Expenses					Total Cost
	PIC Janet Strickland	Senior PM John Brummer	Engineer IV Jackson Allman	Professional III Erica Mcnease	Engineer IV Zhengxi Li	Engineer I Carrie Robinson	Engineer I	Technical Reviewer David Dods	Inventory Lead Costas Kontos	Database Manager Janet O'Toole	Engineer I Palakshi Choksi	Engineer II Jenna David	Data Analyst, Modeler Chris Pawlowski	Project Assistant Diane Riddle	Project Controls Renita Milanowski	Procurement Elizabeth Mazzocco	Health & Safety Blaine Pitre	Regulatory Strategy Quirien Muiwyk	Hrs /Task	\$ /Task	Item	Unit	Qty	Unit Price	Sub + Expense Total	Labor + Expenses
	\$350	\$318	\$154	\$200	\$156	\$123	\$125	\$277	\$249	\$167	\$138	\$142	\$395	\$112	\$140	\$169	\$264	\$358								
A2.405.1 - Procure and Distribute Filters for Pilot Study																			0	\$0					\$0	\$0
ID Vendor, Order & store filters				16		16													32	\$5,168					\$0	\$5,168
Coordinate filter distribution during potholing (35 weeks, 2 hr/wk)			8	70															78	\$15,232					\$0	\$15,232
P+A will distribute filters																			0	\$0					\$0	\$0
Technical input to public education materials			8	16															24	\$4,432					\$0	\$4,432
Expense tracking for grant funding				8											8				16	\$2,720					\$0	\$2,720
Filter costs are in EXP																			0	\$0					\$0	\$0
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[illegible]

A2.501P – Public Engagement – Parson+Associates	Subcontractor					Total Cost
	Item	Unit	Qty	Unit Price	Sub Total	Labor + Expenses
					\$0	\$0
Public Engagement, Parson + Associates					\$0	\$0
See itemized estimate in attached breakdown from P+A for the following:	P+A Total	total	1	\$235,000	\$235,000	\$235,000
- Inventory Support					\$0	\$0
- Field Work Support					\$0	\$0
- Regulatory Compliance Support					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
					\$0	\$0
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					\$0	\$0
					\$0	\$0
					\$0	\$0
Total, Hours						
Total, Dollars					\$235,000	\$235,000

Service Line Inventory, Contract Amendment 2
Parson+Associates Estimated Costs

Task	Role	Director of Communications	Senior Project Manager	Creative Director	Project Manager	Communications Coordinator	Total Hours	Fee
	Hourly Rate	\$200.00	\$175.00	\$175.00	\$165.00	\$150.00		
A2.501.1P.1	A2.501P.1 Inventory Support							
A2.501.1P.2	Project Hotline Phone and Email Management		26		100	100	226	\$36,050.00
A2.501.1P.3	Coordinate neighborhood group/grass roots pop up presentations/meetings		40			40	80	\$13,000.00
A2.501.1P.4	Maintain and update project webpage		40				40	\$7,000.00
A2.501.1P.5	Coordinate translation services		10	10		10	30	\$5,000.00
A2.501.1P.6	Create toolkits for community stakeholders and organizations		5	5		10	20	\$3,250.00
A2.501.1P.7	Develop social media plan and draft posts		5	5		15	25	\$4,000.00
A2.501.1P.8	Monthly project team meetings		8			16	24	\$3,800.00
A2.501.1P.9	Weekly Coordination Meetings		17			17	34	\$5,525.00
A2.501.1P.10	Bi-weekly communication team meetings		16			16	32	\$5,200.00
A2.501.1P.11	City Official briefings and 3-1-1 support and training		20			20	40	\$6,500.00
A2.501.1P.12	Assist KC Water with earned media strategy and execution		24				24	\$4,200.00
A2.501.1P.13	Creative asset development and presentations			40		12	52	\$8,800.00
	Annual customer notification letter support		19			20	39	\$6,325.00
	A2.501P.2 Field Work Support							\$0.00
A2.501.2P.1	Provide training to new crew members/ensure crew members have materials and signage		10			30	40	\$6,250.00
A2.501.2P.2	Coordinate with neighborhood and community leaders in pilot study/pothole neighborhoods		40			40	80	\$13,000.00
A2.501.2P.3	Present at up to 10 neighborhood meetings		18			18	36	\$5,850.00
A2.501.2P.4	Customer self-reporting support and coordination		50			50	100	\$16,250.00
A2.501.2P.5	Promote the self-reporting tool in neighborhoods		10			10	20	\$3,250.00
A2.501.2P.6	Develop neighborhood-specific content, including detour maps, notices of work, videos of neighborhood leaders supporting the program, etc.		10	25		20	55	\$9,125.00
A2.501.2P.7	Distribute informational materials (flyers, yard signs, etc.) to project champions and local businesses		10			30	40	\$6,250.00
A2.501.2P.8	Create packet with necessary information for potholing/line disturbance and manage process of distributing packets		10	10		25	45	\$7,250.00
	A2.501P.3 LCRI Compliance support						0	\$0.00
A2.501.3P.1	Coordination with KC Water to determine schedule for new requirements, outline responsibilities, etc.		20			10	30	\$5,000.00
A2.501.3P.2	Prepare materials required for new program elements		20	20		10	50	\$8,500.00
A2.501.3P.3	Service line disturbance support		20	5		5	30	\$5,125.00
A2.501.3P.4	Sampling support		10			10	20	\$3,250.00
A2.501.3P.7	Assist in distributing water filters		50			50	100	\$16,250.00
	TOTAL HOURS	0	508	120	100	584	1,312	
	TOTAL FEE						0	\$214,000.00
	Total Optional Services and Projected Expenses							\$21,000.00
	Total Fee, 8 months and projected expenses							\$235,000.00

Optional Services and Projected Expenses

Estimated Cost

Translation services	\$5,000.00
Refreshments at meetings	\$5,000.00
"Swag" or other promotional items (i.e. magnets with project contact info)	\$2,000.00
Venue renting for public meetings	\$1,500.00
Paid Media budget	\$2,500.00
Door hangers, promotional flyers, signage, and other printing needs	\$5,000.00
Projected Total Optional Services and Expenses	\$21,000.00

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

EXP - Expenses (AECOM)	Expenses					Total Cost
	Item	Unit	Qty	Unit Price	Expenses Total	Labor + Expenses
100-Program Administration					\$0	\$0
Mileage, Meetings with KC Water Mgt Team	mileage (3 mtgs x 50 mi ea)	mi	150	\$0.77	\$116	\$116
City council meetings, misc	mileage (3 mtgs x 50 mi ea)	mi	150	\$0.77	\$116	\$116
	parking, city hall	ea	6	\$10	\$60	\$60
200 - Inventory + Customer Notification Letters					\$0	\$0
2026: USPS API Mail Validation Tool	API online purchase	ea	1	\$106	\$106	\$106
2026: Scan Returned Letters	Scanning + OCR report	est	1	\$10,000	\$10,000	\$10,000
Mileage, Meetings with KC Water for field data collection	mileage (2 mtgs x 50 mi ea)	mi	100	\$0.77	\$77	\$77
					\$0	\$0
300 - Field Investigation Oversight					\$0	\$0
Mileage - weekly mtgs & inspections (87 weeks x 2 ea)	mileage (35 wks x 2 x 25 mi)	mi	1740	\$0.77	\$1,340	\$1,340
Allowance for misc materials, safety equip, drinks, etc.	lump allowance, \$100/mo	est	20	\$100	\$2,000	\$2,000
Mileage - Monthly meetings/audit by DPM (20)	mileage (8 x 25 mi)	mi	200	\$0.77	\$154	\$154
Mileage - Neighborhood Mts (20 months x 2 mtgs, 2 people)	mileage (8 x 4 x 25 mi)	mi	800	\$0.77	\$616	\$616
Water Filters					\$0	\$0
Water filters + shipping costs	lump allowance, \$50,000	lump	1	\$10,000	\$10,000	\$10,000
(est at 1/15 of KC's grant request to MDNR)					\$0	\$0
					\$0	\$0
400 - Regulatory					\$0	\$0
MDNR Mtg - Travel expenses to Jefferson City (2)	mileage, 350 RT x 2	mi	700	\$0.77	\$539	\$539
Mileage, File reviews at KC Water - galvanized lines	16 mi RT x 200 visits	mi	3200	\$0.77	\$2,464	\$2,464
					\$0	\$0
					\$0	\$0
					\$0	\$0
501 - Public Engagement					\$0	\$0
Monthly neighborhood meetings (8)	Mileage, 8 x 25	mi	200	\$0.77	\$154	\$154
Quarterly Council mtgs (3)	Mileage, 3 x 25	mi	150	\$0.77	\$116	\$116
					\$0	\$0
Total, Hours						
Total, Dollars					\$27,856	\$27,856

Schedule of Position Classifications



2026 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar year 2026. This Schedule of Fees and Charges will be adjusted annually on January 1st of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

BILLING RATE CHARGES

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

<u>Labor Classification</u>	<u>Hourly Billing Rates (\$)</u>
Engineer/Scientist Intern	46 - 76
Graduate Engineer/Scientist	60 - 90
Word Processor/Administration	80 - 130
Drafting Technician	90 - 120
Staff Engineer	90 - 115
Engineer I	110 - 130
Engineer II	125 - 135
Engineer III	130 - 145
Engineer IV	140 - 155
Engineer V/Senior Designer	150 - 170
Professional I	145 - 165
Professional II	160 - 180
Professional III	175 - 200
Professional IV	195 - 215
Professional V	210 - 245
Principal Engineer	220 - 265
Project Manager	145 - 225
Senior Project Manager	225 - 325
Technical Reviewer	225 - 325
Project Principal/Program Manager	275 - 365
Senior Advisor	275 - 395

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

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

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

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

GEOTECHNICAL AND DRILLING SERVICES

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

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



2026 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar year 2026. This Schedule of Fees and Charges will be adjusted annually on January 1st of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

RAW HOURLY BILLING RATE CHARGES (WITH- OUT MULTIPLIER)

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Raw Hourly Rates set forth below for the labor classifications indicated (a multiplier will be included, as shown on the page above).

<u>Labor Classification</u>	<u>Raw Hourly Billing Rates (\$)</u>
Engineer/Scientist Intern	15 - 25
Graduate Engineer/Scientist	20 - 30
Word Processor/Administration	26 - 43
Drafting Technician	30 - 39
Staff Engineer	30 - 38
Engineer I	36 - 43
Engineer II	41 - 44
Engineer III	43 - 48
Engineer IV	46 - 51
Engineer V/Senior Designer	46 - 51
Professional I	48 - 54
Professional II	53 - 59
Professional III	58 - 66
Professional IV	64 - 71
Professional V	69 - 81
Principal Engineer	72 - 87
Project Manager	48 - 74
Senior Project Manager	74 - 107
Technical Reviewer	74 - 107
Project Principal/Program Manager	90 - 120
Senior Advisor	90 - 130

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

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

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

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

GEOTECHNICAL AND DRILLING SERVICES

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

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

2026 SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

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

Other Project Non-Salary Expenses

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

Copies

The charges for copies are as follows.

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

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

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

Computer Applications

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

Vehicles and Mileage

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



A D/WBE, WOSB Certified
Civil Engineering Firm

2026 Compensation for Professional Engineering Services¹

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

- I. For all services provided, when authorized and agreed upon in writing, an amount based upon actual salary of personnel for time charged to a project times a multiplier of 3.04, in accordance with Section II below within the salary range for each position classification plus expenses, or a negotiated amount as agreed upon.

II. Hourly Billing Rates and Expenses:

Project Principal	\$75.00	-	\$128.00	Senior Survey Crew Chief	\$42.00	-	\$68.00
Project Manager	\$48.00	-	\$104.00	Survey Crew Chief I	\$34.00	-	\$50.00
Senior Professional Engineer	\$61.00	-	\$104.00	Survey Crew Chief II	\$28.00	-	\$40.00
Professional Engineer I	\$55.00	-	\$86.00	Survey Crew Chief III	\$23.00	-	\$32.00
Professional Engineer II	\$48.00	-	\$72.00	Survey Instrument Technician	\$20.00	-	\$34.00
Professional Engineer III	\$39.00	-	\$57.00	Senior Utility Coordinator	\$34.00	-	\$55.00
Senior Project Engineer	\$50.00	-	\$80.00	Utility Coordinator I	\$27.00	-	\$41.00
Project Engineer I	\$41.00	-	\$60.00	Utility Coordinator II	\$27.00	-	\$38.00
Project Engineer II	\$34.00	-	\$48.00	Utility Coordinator III	\$23.00	-	\$32.00
Project Engineer III	\$29.00	-	\$40.00	Utility Locator	\$20.00	-	\$34.00
Senior Industry Specialist	\$64.00	-	\$103.00	Senior Construction Inspector	\$39.00	-	\$63.00
Industry Specialist I	\$52.00	-	\$84.00	Construction Inspector I	\$32.00	-	\$47.00
Industry Specialist II	\$40.00	-	\$64.00	Construction Inspector II	\$27.00	-	\$38.00
Industry Specialist III	\$31.00	-	\$50.00	Construction Inspector III	\$23.00	-	\$32.00
Senior Assessment Technician	\$36.00	-	\$49.00	Construction Observer	\$20.00	-	\$27.00
Assessment Technician I	\$31.00	-	\$42.00	Intern I	\$26.00	-	\$38.00
Assessment Technician II	\$26.00	-	\$36.00	Intern II	\$21.50	-	\$31.00
Assessment Technician III	\$22.00	-	\$30.00	Intern III	\$18.00	-	\$25.00
Assessment Technician IV	\$20.00	-	\$25.00	Principal	\$78.00	-	\$137.00
Senior GIS Analyst	\$42.00	-	\$68.00	Executive Administrative Specialist	\$32.00	-	\$55.00
GIS Analyst I	\$34.00	-	\$50.00	Administrative Specialist	\$25.00	-	\$43.00
GIS Analyst II	\$28.00	-	\$40.00	Senior PMO Specialist	\$45.00	-	\$72.00
GIS Analyst III	\$24.00	-	\$33.00	PMO Specialist I	\$37.00	-	\$54.00
Senior GIS Solutions Developer	\$47.00	-	\$76.00	PMO Specialist II	\$31.00	-	\$44.00
GIS Solutions Developer I	\$38.00	-	\$56.00	PMO Specialist III	\$26.00	-	\$36.00
GIS Solutions Developer II	\$32.00	-	\$45.00	Senior Operations Administrator	\$34.00	-	\$55.00
GIS Solutions Developer III	\$27.00	-	\$37.00	Operations Administrator I	\$28.00	-	\$41.00
Field Crew	\$42.00	-	\$60.00	Operations Administrator II	\$23.00	-	\$33.00
Senior Field Technician	\$37.00	-	\$50.00	Operations Administrator III	\$20.00	-	\$27.00
Field Technician I	\$31.00	-	\$42.00	Senior Technology Specialist	\$63.00	-	\$101.00
Field Technician II	\$26.00	-	\$36.00	Senior Innovation Specialist	\$45.00	-	\$72.00
Field Technician III	\$22.00	-	\$30.00	Innovation Specialist I	\$37.00	-	\$54.00
Field Technician IV	\$20.00	-	\$25.00	Innovation Specialist II	\$31.00	-	\$44.00
Senior Project Designer	\$47.00	-	\$76.00	Innovation Specialist III	\$26.00	-	\$36.00
Project Designer I	\$38.00	-	\$56.00	Senior IT Specialist	\$45.00	-	\$72.00
Project Designer II	\$32.00	-	\$45.00	IT Specialist I	\$37.00	-	\$54.00
Project Designer III	\$26.00	-	\$38.00	IT Specialist II	\$31.00	-	\$44.00
Senior CADD Technician	\$36.00	-	\$58.00	IT Specialist III	\$26.00	-	\$36.00
CADD Technician I	\$29.00	-	\$43.00	Senior HR Specialist	\$45.00	-	\$72.00
CADD Technician II	\$24.00	-	\$34.00	HR Specialist I	\$37.00	-	\$54.00
CADD Technician III	\$20.00	-	\$28.00	HR Specialist II	\$31.00	-	\$44.00
Senior Professional Land Surveyor	\$62.00	-	\$100.00	HR Specialist III	\$26.00	-	\$36.00
Professional Land Surveyor I	\$49.00	-	\$76.00	Senior Finance Specialist	\$59.00	-	\$95.00
Professional Land Surveyor II	\$39.00	-	\$59.00	Finance Specialist I	\$47.00	-	\$71.00
Professional Land Surveyor III	\$32.00	-	\$47.00	Finance Specialist II	\$38.00	-	\$56.00
Survey Crew	\$66.50			Finance Specialist III	\$32.00	-	\$45.00
3-Man Survey Crew	\$89.00			Accounting Specialist	\$20.00	-	\$35.00
Senior Survey Technician	\$34.00	-	\$55.00	Senior Marketing Specialist	\$39.00	-	\$63.00
Survey Technician I	\$28.00	-	\$41.00	Marketing Specialist I	\$31.00	-	\$47.00
Survey Technician II	\$23.00	-	\$33.00	Marketing Specialist II	\$25.00	-	\$38.00
Survey Technician III	\$20.00	-	\$27.00	Marketing Specialist III	\$20.00	-	\$30.00



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Equipment Charges:							
Easement/Portable	\$35	hr		LiDAR Equipment	\$3,000	hr	
CCTV Equipment	\$70	hr		Survey Drone	\$600	dy	
Jetter Equipment	\$70	hr		Static Scan Equipment	\$700	dy	
Mileage	\$0.725	mi		Slam Equipment	\$300	dy	
Traffic Camera	\$5	hr		Survey Equipment	\$14	hr	
TREKK360 w/X5 Camera	\$10,250	ea		Pavement Analysis Equipment	\$500	hr	
PreView Camera	\$4,500	ea		Other Expenses	Cost		

¹: The above hourly rates and unit prices are good through December 31, 2026.

²: Current Audited or IRS Standard Mileage Rate

Parson + Associates Hourly Rates

Effective January 2026 – January 2028

Name	Title	Hourly Rate
Jason Parson	Director of Communications	\$200.00
Gina Boucher	Senior Project Manager	\$175.00
Lara Schoop	Senior Project Manager	\$175.00
Alex Miller	Senior Project Manager	\$175.00
Erin Buek	VP of Operations	\$175.00
Kendy Scudder	Creative Director	\$175.00
Taylor Ngo	Project Manager	\$165.00
Brooke Snider	Communications Coordinator	\$150.00
Savannah Lenhardt	Communications Coordinator	\$150.00
	Communications Intern	\$75.00

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

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

CREO AND OTHER DOCUMENTS



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 60800052

Project Title Drinking Water Service Line Materials Inventory

City of Kansas City, Missouri

(Department Project)

KC Water Services

Department

AECOM Technical Services, Inc.

(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

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

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

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

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

BIDDER/PROPOSER PARTICIPATION: 10 % MBE 10 % WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 5,922,278.00

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

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

Address 1310 East 104th Street, Suite 200 Kansas City, MO 64131

Telephone No. 816-874-4655

I.R.S. No. 43-1953275



Name of M/WBE Firm Parson + Associates (MBE)
Address 1780 Woodland Avenue, Kansas City, MO 64108
Telephone No. 816-216-6571
I.R.S. No. 33-116906

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Parson + Associates		\$ 592,228.00	\$ 592,228.00	10.00

TOTAL MBE \$ / TOTAL MBE %:	\$ 592,228.00	10.00 %
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WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TREKK Design Group, LLC		\$ 592,228.00	\$ 592,228.00	10.00
TOTAL WBE \$ / TOTAL WBE %:		\$ 592,228.00		10.00 %

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

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

- 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:

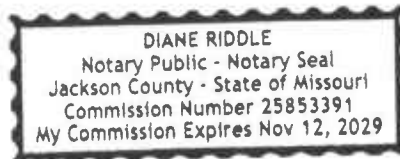
Bidder/Proposer primary contact: Janet Strickland, P.E., AVP
Address: 2380 McGee Street, Suite 200
Kansas City, MO 64108
Phone Number: 816-410-6380
Facsimile number: 816-561-2863
E-mail Address: janet.strickland@aecom.com

By: 
Title: Principal-in-Charge
Date: May 11, 2026
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 11th day of May, 2026.

My Commission Expires: November 12, 2029


Notary Public





LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☐
Updated LOI:	☒

Project Name/Title Drinking Water Service Line Materials Inventory

Project Location/Number 9741 / 60800052

PART 1: Prime Contractor AECOM Technical Services, Inc agrees to enter into a contractual agreement with M/W/DBE Subcontractor 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.]

Service as Resident Project Representative; field oversight of properties for potholing; review of project scheduling; verification of field activity preparedness; oversight of potholing activities; document work progress and compliance; coordinate project meetings; record findings of potholing; inspect/approve site restorations; document claims/disputes; maintain field records and upload for data management; observe safety practices; review pay applications; and conduct interior inspections (scheduling, reporting, closeout)

for an estimated amount of \$ 592,228 (or 10 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland
Signature: Prime Contractor

Associate Vice President

Title

Janet Strickland

Print Name

5/11/2026

Date

State of Missouri)

County of Jackson)

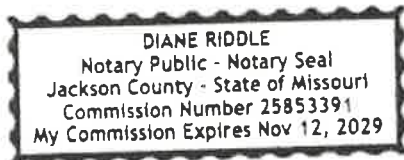
I, Diane Riddle, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this
day of May 11, 20 26

My Commission Expires: November 12, 2029

Diane Riddle
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group

Lucas Gullen
Signature: Subcontractor

ASSOCIATE
Title

LUCAS GULLEN
Print Name

5/15/26
Date

State of Missouri)

County of Jackson)

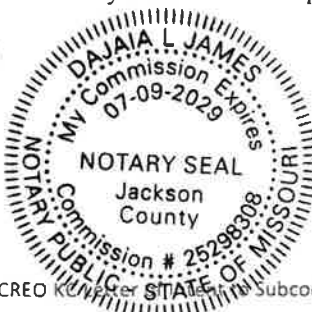
I, Dajala James, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 15th
day of May, 20 26

My Commission Expires: 07-09-2029

[Signature]
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

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

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	☐	75 days	☐	135 days	☐
30 days	☐	90 days	☐	150 days	☐
45 days	☐	105 days	☐	165 days	☐
60 days	☐	120 days	☐	180 days	☐
Other	<u>1573 days</u> (Specify)				

Throughout the 1573 days (100%) Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

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

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



(Signature)

Principal-in-Charge
(Position with Firm)

May 11, 2026
(Date)



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☐

Updated LOI: ☒

Project Name/Title Drinking Water Service Line Materials Inventory

Project Location/Number 9741 / 60800052

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

for an estimated amount of \$ 592,228 (or 10 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: AECOM Technical Services, Inc.

Janet Strickland
Signature: Prime Contractor

Associate Vice President
Title

Janet Strickland

Print Name

5/11/2026

Date

State of Missouri

County of Jackson

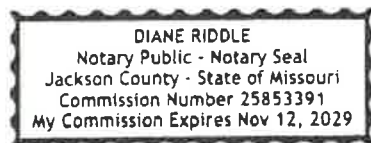
I, Diane Riddle, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this
day of May 11, 20 26

My Commission Expires: November 12, 2029

Diane Riddle
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Parson + Associates

Jason Parson
Signature: Subcontractor
President + CEO
Title

Jason Parson

Print Name

14 May 26

Date

State of Missouri

County of Jackson

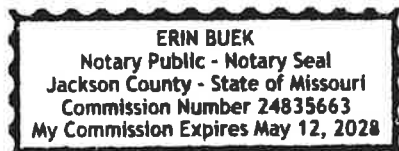
I, Erin Buek, state that the above and foregoing is based on my best knowledge and belief.

H Subscribed and sworn to before me, a notary public, on this
day of May, 20 26

My Commission Expires: May 12, 2028

Erin Buek
Notary Public

STAMP:





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:

The MBE/WBE % goals and plan for the project have not changed. However, an amendment is being added which will increase the contract value. The MBE and WBE subcontractor budgets will increase accordingly to comply with the project goals.

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)

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 11th day of May, 20 26, before me appeared
Janet Strickland, personally known by me or otherwise
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,
stated as follows:

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

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

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

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

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

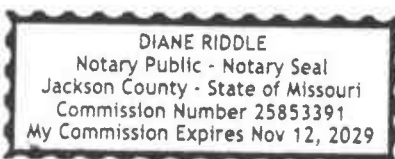
Jane Buckle

Affiant's signature

Subscribed and sworn to before me this 11th day of May, 2026.

Diane Riddle
Notary Public

My Commission expires:



EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 11th day of May, 2026, before me appeared
Janet Strickland, personally known by me or otherwise
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,
stated as follows:

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

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

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

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

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



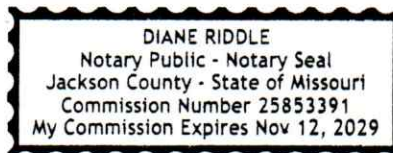
Affiant's signature

Subscribed and sworn to before me this 11th day of May, 2026.



Notary Public

My Commission expires:



Company ID Number: 1349701

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

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

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

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

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

Company ID Number: 1349701

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

Company ID Number: 1349701

exceptions:

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

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

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

Company ID Number: 1349701

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.
14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.
 - a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

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

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

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

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

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

B. INFORMATION SECURITY REQUIREMENTS

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

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

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

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

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

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

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

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

Company ID Number: 1349701

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

E. SOFTWARE DEVELOPMENT RESTRICTIONS

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

F. PENALTIES

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

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

Company ID Number: 1349701

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

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

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

ARTICLE VII PARTIES

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

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

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

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

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

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

Company ID Number: 1349701

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

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

Approved by:

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

Company ID Number: 1349701

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

Company ID Number: 1349701

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

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

Company ID Number: 1349701

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

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

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

Company ID Number: 1349701

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KANSAS CITY
MISSOURI

Finance Department

Revenue Division

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

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org

Website: kcmo.gov/tax

Letter Id: L0655907584

Date: 04-Apr-2024

Taxpayer Id: **-***1922

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



TAX CLEARANCE STATUS: APPROVED

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

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

Eric Davison
Commissioner of Revenue

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-24-25 04 2025	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No., Ext): 866-966-4664 FAX (A/C, No.): 212-948-0533 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAIC # 22667 A++ INSURER B: N/A N/A INSURER C: Illinois Union Insurance Co 27960 A++ INSURER D: INSURER E: INSURER F:
INSURED AECOM AECOM Technical Services, Inc. 2380 McGee Street, Suite 200 Kansas City, MO 64108	

COVERAGES **CERTIFICATE NUMBER:** LOS-002672768-09 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		HDO G47343045 <i>SURETY VERIFIED BY Angelica Tambor</i>	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H1073888A	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	WLR C50718748 (AOS) SCF C50718852 (WI Retro)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
C	☐ ARCHITECTS & ENG. ☐ PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2024	04/01/2025	Per Claim/Agg 1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AECOM Project #: 60706069; Contract No. 9741/Project No. 60800052 - Drinking Water Service Line Materials Inventory

City of Kansas City, MO is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

City of Kansas City, MO
KC Water Services Department
Attn: Kelly Postlewait, Director
4800 E. 63rd Street
Kansas City, MO 64130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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Civil Rights and Equal Opportunity Department

Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

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

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

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

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



NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number _____
Contract Number _____
Project Title _____

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

Final Payment ☐
Date: _____
Ordinance Date: _____

Design Professional/Contractor:

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

Original Contract Amount	[1]	\$0.00
Net by Amendments ____ through ____	[2]	\$0.00
Optional Services Amount in Contract	[3]	\$0.00
Net by Optional Services Authorizations ____ through ____	[4]	\$0.00
Unathorized Optional Services Amount Remaining (3-4)	[5]	\$0.00
Maximum Obligation Authorized ([1+2+4] - [3])	[6]	\$0.00
Total Work Completed to Date	[7]	\$0.00
Total Previous Payment Applications	[8]	\$0.00
PAYMENT DUE CONTRACTOR (7-8)	[9]	\$0.00

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

Approved By: _____ Project Manager Date: _____

Approved By: _____ Director or Designee Date: _____

ATTACHMENT

Non-Construction Subcontractors Listing

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

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

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