

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 60810116 / CONTRACT NO. 1627
FOR SMART SEWER FLOW DATA ANALYTICS
WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

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

The Project is part of a multi-year digital transformation journey and will include developing near-term strategies and a long-term roadmap to advance the data-driven sewer system operations and maintenance using flow monitoring data. Decision support dashboard(s) for the integration of flow meter data into KC Water decision processes will be outlined in the roadmap to serve multiple operational and maintenance use cases with the appropriate level of machine learning and artificial intelligence. These dashboards will be interfaced with KC Water’s existing software platforms/programs and/or the new wastewater SCADA system being implemented. The use cases will include known opportunities for operations and maintenance, discussed in the next paragraph. The Project may involve multiple phases over time, and not all work will be performed under this contract.

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

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

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

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$400,000.00, as follows:

1. \$267,517.18 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$98,800.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional; outside reproduction of final deliverables; local transportation in the project area; travel costs, including hotels and travel meals, for project meetings and workshops as approved by the City; and public outreach materials. Subcontractors' office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$33,682.82 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually

agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, Non-Construction Application for Payment, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

Office of the Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0504
Facsimile: (816) 513-0226
E-mail address: wes.minder@kcmo.org

Design Professional:

Jacobs Engineering Group, Inc.
Contact: Julie McNiff
Address: 2300 Main Street, Ste. 325, Kansas City, MO 64108
Phone: (816) 533-7308
E-mail address: Julie.McNiff@jacobs.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

- D. Provide standard City forms as required.
- E. Provide City-Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – CREO KC Documents

1. 00450 CREO KC Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 CREO KC Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.CREO KC: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Truth-In-Negotiation Certificate

Attachment H – Affidavit of Compliance with the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location:

<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>

Attachment I – Non-Construction Subcontractors Listing

Attachment J – Non-Construction Application for Payment

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

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

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

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director

Approved as to form:

Assistant City Attorney

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

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

Employment.

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

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

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

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

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

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: Jacobs Engineering Group, Inc.
Owner: City of Kansas City, Missouri
Project: Smart Sewer Flow Data Analytics
CITY Contract No: 1627
CITY Project No: 81000977

I. GENERAL

The following paragraphs provide a general description of the professional services to be provided by DESIGN PROFESSIONAL (DP).

- A. The Project. The Water Services Department (KC Water) of the City of Kansas City (CITY), Missouri, is undertaking this Project under its Smart Sewer Program. The Project is part of a multi-year digital transformation journey and will include developing near-term strategies and a long-term roadmap to advance the data-driven sewer system operations and maintenance using flow monitoring data. Decision support dashboard(s) will be outlined in the roadmap to serve multiple operational and maintenance use cases with the appropriate level of machine learning and artificial intelligence. These dashboards will be interfaced with KC Water’s existing software platforms/programs and/or the new wastewater SCADA system being implemented. The use cases will include known opportunities for operations and maintenance, discussed in the next paragraph. The Project may involve multiple phases over time, and not all work will be performed under this contract. As such, the CITY is contracting with DP to provide the services described herein.
- B. Known Use Cases. The CITY has identified the following operation and maintenance opportunities to use flow data for decision support. These use cases should be included as initial use cases and may be expanded on as part of the scope of work based on KC Water needs.
- ***Engineering - Wastewater Collection System Preventative Maintenance:***
 1. Reduced capacity hot-spot monitoring and proactive maintenance,
 2. Proactive diversion structure maintenance, and
 3. Combined sewer overflow monitoring for reporting purposes.
 - ***Operations - Wastewater Treatment and Operations***
 1. Treatment plant flow monitoring and forecasting and
 2. Lift station flow monitoring and forecasting.
- C. On-going City Initiatives. KC Water has several IT initiatives this Project will be coordinated with and could enable potential synergies. The following list is a partial list of initiatives currently in progress.
- Initiatives that may be integrated with this project:
 - a. ***Wastewater TDPaSS***. (Treatment Division Process and System Status dashboard to view various systems to support treatment plant operations, including CMMS, SCADA, and LIMS.) Development in process.
 - b. ***SCADA – Wastewater***. Development in process.
 - c. ***Green Infrastructure Reporting***. PowerBI is built and connected to live data. Only contains internal data now, but collectively would contain Green Stewards’ data.

- d. **FOG Program Data.** Build to organize FOG program data.
- Initiatives that may impact the information managed with a future platform planned by this Project:
 - a. **Smart Sewer Program Keep Out the Rain.** Migration of Keep Out the Rain survey tools to KC Water Survey123 platform. The system is live, and the CITY is refining workflows and tools to meet user needs.
 - b. **Smart Sewer Program Dashboard.** A dashboard that presents program status data, including Program Management Team Risk Assessment; individual Project Change Management Trend Logs; KC Water PeopleSoft financials; e-Builder project data via e-builder data warehouse; SSP Team P6 Schedule Information; and CREO KC/HRD information to monitor M/WBE participation on SSP projects. Built on PowerBI with the development and implementation in process.
 - c. **Computerized Maintenance-Management System (CMMS).** Pending development of RFP for the replacement of legacy CMMS (implemented in 1993 and updated in 2001, 2010, and 2018).
- D. **Background Information.** The CITY, acting through KC Water, is undertaking the Project to support KC Water operations, maintenance, and sewer system performance forecasting needs. KC Water has an established Smart Sewer Sensor Network in support of its Smart Sewer Program implementation. Over the next decade and through 2035, the vision is to expand the current sensor network, increase the level of spatial coverage with multi-year data, and support data-driven sewer system management and operation, which combines both artificial and human intelligence for continuous improvement of system performance. The sensor network and data analytics will support KC Water's journey of digital transformation to optimize necessary system operational and maintenance expenditures.
- E. **Follow-On Phases.** At the discretion of the CITY, the DP may be requested to provide services related to the implementation of an intelligent wastewater platform in a future follow-up phase.
- F. **General Description of Activities.** The Basic Scope of Services is defined below in Section III.
- G. **Explicit Responsibilities.** The final Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon the DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. **Out of Scope Services.** DP agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- I. **Responsibilities of CITY and SSP Team.**
 1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DP.
 3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DP will work directly with the SSP Team throughout the project.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

DP shall complete Work described in the final Scope of Services within the following calendar days:

- A. Work related to Task Series 200 and 300 shall be completed within 180 calendar days and all services shall be completed within 240 calendar days following the City's issuance of a Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
 1. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series are intended to describe the Basic Scope of Services framework. Completion of Task Series may overlap or run concurrently.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services, including those performed by DP's subconsultants and subcontractors; implementation and updating of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. E-builder will be used for document management on this project. DP shall implement a defined quality control program on all project phases and project deliverables. The CITY and its representatives can provide an independent review of the project at any time.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices and a project status report. CITY will provide a format and a guideline for the information to be included in the project status report. Invoices will be submitted through E-builder. At the minimum, the following information shall be included:

1. DP and subcontractor work by a task within each Task Series, with an estimate of earned value compared to the actual invoiced amount for each Task Series.
2. Activities anticipated being performed the next month.
3. Action items required by CITY.
4. Potential project scope variances with planned corrective action.
5. A general assessment of DP's M/WBE participation to date and ability to meet project M/WBE goals.

6. Assessment of DP's ability to meet project schedule milestones, including identification of any delays beyond its control.
7. Earned value of completed work and comparison to DP's initial planned contract spend curve for the project.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for all subconsultants. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work, including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit them in the required format to the CITY's Human Relations Department.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting and Establish Plan Development Guidelines

After Notice to Proceed is given by CITY, DP shall organize and conduct a kickoff meeting with the CITY to review and establish project goals, review lines of communication and understand organizational structure, project procedures, and other logistics of project execution, including reviews of deliverables, including initial planned project schedule and DP project spend curve, and content of subsequent periodic progress meetings. DP shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes.

Attendees at the kickoff meeting will represent a broad spectrum of relevant DP and CITY staff and key CITY stakeholders who will review, discuss, and confirm the project's critical success factors through facilitated engagement, based on agile delivery principles, that establishes guidelines and procedures for future workshops, interactions, and decision-making throughout the project and Digital Strategies and Execution Plan development.

Task 106 Project Work Plan

1. **Project Work Plan Format.** DP shall prepare a written draft Project Work Plan. CITY will provide the format and a guideline for the information to be included in the Project Work Plan. The Project Work Plan for the project includes, at minimum, the following:
 - a. Project tasks and execution approach
 - b. A summary of dedicated key team members' roles and responsibilities, including all leaders and contact information
 - c. Project Communications
 - d. The DESIGN PROFESSIONAL's approved baseline project schedule.
 - e. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly

amounts, shall indicate the planned value of work to be invoiced monthly through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast that clearly shows each of the monthly amounts forecasted.

- f. Preliminary list of KC Water stakeholders for interviews and/or workshops under Task 200 and 300
 - g. Goals/objectives for each interview and/or workshop
 - h. Project financial performance tracking and DP's planned contract spend curve for the project
 - i. Identification of milestones and deliverables, with a date of delivery
2. **Submitting Project Work Plan.** Submit the draft Project Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments. Revise the draft Work Plan, as necessary, to respond to CITY's comments and submit an electronic copy of the final Project Work Plan.

Task 107 Periodic Progress Meetings

Project progress will be discussed during meetings conducted as part of Task Series 200 and 300. Participate in up to two additional progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, and variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY three days prior to each meeting, prepare/distribute the meeting summary (including action items and assignments) within three (3) days after each meeting, and efficiently manage meeting preparation.

Task Series 100 Deliverables (electronic format):

1. Meeting agenda
2. Meeting summary
3. Draft Work Plan
4. Final Work Plan

TASK SERIES 200 - CURRENT STATE AND FUTURE NEEDS ASSESSMENT

The purpose of Task 200 is for the DP to gain an understanding of KC Water's organization, current usage of wastewater digital solutions and organizational digital maturity and capabilities; review known sewer system flow data use cases, and assess needs to reach a defined future state with input from KC Water stakeholders. The steps that the DP will work through are described below.

The DP will conduct multiple workshops and focused interviews with target KC Water stakeholder groups. From these efforts, the DP will collect and synthesize the current state and gain insights to their views on a workable framework for continued digital transformation with consideration to people (workforce), processes (workflows and multi divisional functional connectivity) and digital solutions (current and future). For each workshop, the DP will prepare pre-workshop material and agenda for workshop participants; and develop a post-workshop summary including key learnings and action items to support the subsequent workshop and interviews. The order of interviews and workshops will be established in the Project Work Plan.

Through workshops and focused interviews, DP will evaluate/review current data management systems related to operation and maintenance. DP will assess the current state and assess the future state envisioned by KC Water stakeholders in the near- and longer-term.

DP will conduct up to two (2) successive workshops for Task 200 to create the Current State and Future Needs Assessment through collaboration with KC Water and its representatives. These workshops will be conducted in a successive manner strategically laid out in a multi-step progression. Overall, the workshops and focused interview objectives for the current state and future needs assessment (Task 200) include the following:

- How does KC Water integrate their system changes to improve the environmental, societal, and economics for the community they serve.
- Understanding the critical operational or capital challenges hindering KC Water in the operations and management of their system.
- A baseline understanding of KC Water’s digital wastewater management and current stage of maturity using workshops, focused group interviews and approved industry level guidance.
- Stages of maturity fitting KC Water business frameworks as a guiding path for continued digital wastewater management in the foreseeable future.
- Identify opportunities and challenges to identify and fill any gaps in digital tools, software capabilities and data management.
- Plans for workforce training in new technology tools and how to obtain end-user input to refine the user experiences.
- How technology will be used to achieve near- and long-term strategies.
- Synthesis of current state and future needs to support developing digital strategies and the execution plan under Task 300.

Workshop 1: Focused Group Interviews:

The purpose of Workshop 1 is to conduct focused group interviews with KC Water Staff, identified below, and begin gathering and understanding all aspects of the current and KC Water envisioned future digital state. The DP will conduct up to six 4 hour workshops on-site, working with leadership and the three interview groups of the KC Water organization to gain a thorough understanding of the current state of the workforce, governance, and technology of the organization.

The purpose of the focused group interviews is to collect the current state by understanding work through people, processes, tools, and interconnectivity between KC Water divisions/work groups. The DP will listen to the different perspectives to develop a detailed understanding of the organization from multiple stakeholder groups. Each of the interviews will be customized for each of the group’s specialty areas, and the agenda will be provided in advance to allow for internal preparation.

- Interview Group A – Business Infrastructure & Operations Support BI&OS Group Staff
- Interview Group B – Wastewater Utility Operations & Maintenance (O&M) Group Staff
- Interview Group C – Engineering Group Staff

The DP will conduct the interviews using the information collection tools developed by the Water Research Foundation (WRF) 4797 Project (Designing Sensor Networks and Locations on an Urban Sewershed Scale with Big Data Management and Analytics). The following are detailed descriptions of the interview groups and their objectives.

Group A: BI&OS Staff

Group A interviews will be conducted with KC Water BI&OS Group staff. The objectives are:

- To understand the current data management systems and associated challenges, constraints and opportunities in serving multiple use cases within KC Water.
- Help establish an understanding of the current integration architecture and currently planned efforts as part of continued improvements with future state objectives.
- Help establish an understanding of current and future projected measures for data security and cyber security protections.

The outcomes of the Group A Interviews will be carried forward to Workshop No. 2 with all groups, including KC Water leadership, to get their buy-in.

Group B: O&M Staff

Group B interviews will be conducted with KC Water O&M Group staff. The objectives for interviews with Group B will be for the DP to learn:

- The current level of digital solutions usage and processes in these two use cases for digital solutions.
- The need for continuous improvement and what higher level of digital solutions/technology can be adapted with full consideration to the BI&OS framework (Interview Group A).
- Identify immediate O&M needs for known implementation use cases.

The outcomes from the Group B interviews will be carried forward to Workshop No. 2 with all groups, including KC Water leadership, to get their buy-in.

Group C: Engineering Staff

Group C interviews will be conducted with the KC Water Engineering Group staff and their designated representatives from the Smart Sewer Program. The objectives for interviews with Group C will:

- Establish an understanding of the current state of practice for engineering digital solutions, including but not limited to smart sewer sensor network.
- Identify immediate engineering needs for known implementation use cases.

Identify strategies/tactics to support capital improvement optimization for Smart Sewer Vision 2035.

The outcomes of the interviews with Group C will be carried forward to Workshop No. 3 with all groups, including KC Water leadership, to get their buy-in.

Workshop 2 – Current State and Future Needs Review:

The purpose of Workshop 2 is to review and summarize documentation and understanding of all aspects of KC Water’s institutional framework, current practices, and organization as a whole. This will be up to four (4) hours workshop that will include the DP, members from the three focused interview groups and KC Water management.

Objectives for Workshop 2 include:

- Sharing and discussing what was learned from each focused group interview
- Understand the ties between work groups/divisions
- Understanding of the gaps identified
- The current state of the wastewater utility organization
- Review the known implementation use cases and any additional use case needs identified from Work group interview.
- Beginning a framework that describes the future needs and an outline for a path forward

Task 200 provides the first step towards developing a clear understanding of the KC Water wastewater utility organization through listening and data collection. Additionally, this provides an opportunity to start to build trust and understanding of the digital transformation process and to begin the cultural change for the workforce. Additional information and case studies associated with the WRF 4797 project will be shared as part of Task 300 when the DP begins the discussion of Digital Strategies and Execution Plan development.

Following Workshop 2, the DP will prepare a draft Smart Sewer Digital Management Current State and Future Needs Assessment TM. The DP will submit the draft TM to KC Water for review and comment. Upon receipt of comments, the DP will submit a final TM to KC Water.

Task Series 200 Deliverables (electronic format):

1. Smart Sewer Digital Management Current State and Future Needs Assessment TM

TASK SERIES 300 – DIGITAL STRATEGIES AND EXECUTION PLAN DEVELOPMENT

The purpose of Task 300 is to develop a comprehensive Digital Strategies and Execution Plan for KC Water based on the outcomes of the workshops and focused interviews conducted in Task 200. The DP will support KC Water in the development of a short and long-term strategic framework and tactics for the continued evolution of sewer system digital transformation supporting data-driven sewer system operation and maintenance through flow data integration.

This effort includes up to three 4-hour focused successive workshops to outline, develop and refine/finalize these strategies with specific implementation tactics as well as smaller listening sessions with end users before and between major workshops. The purpose of the end-user listening sessions is to understand the needs and wants of the stakeholders within the utility and how that can be incorporated into the near- and long-term strategy.

The DP will develop a Digital Strategies and Execution Plan for KC Water to drive strategy implementation with interim milestones through 2035. The DP will assist KC Water in facilitating stakeholder participation in the development of the long-term implementation plan with goals, the rationale for goals, prioritization, timelines, and costs for system improvements (i.e., IT/SCADA) required to achieve the objectives of the short and long-term strategic framework. The DP will assist KC Water in identifying anticipated challenges in strategy execution and develop tactics to address them.

The Digital Strategies and Execution Plan will also include organizational and resource recommendations (people/processes/technology), a migration/change management plan, and key performance indicators to measure and report implementation/successful outcomes. In addition, the plan will establish a prioritized multi-year strategy with annual tactics/work efforts, budgetary needs/estimates, yearly progress monitoring and a process for using adaptive management to progressively adjust/modify strategic elements and tactical actions.

As part of the implementation of tactics, the DP will identify workable methods for: streamlining data systems; data integration strategy; and developing system architecture. Creating a comprehensive multi-step approach to data management will provide a roadmap for the tools required to leverage the sensor-based network and implement advanced data analytics. This will provide actionable information to the end-users in making operational and capital decisions. Additionally, the early phase of implementation will identify the need and value of expansion and optimization of the sensor-based network to capture

appropriate data for decision support related to the management of the sewer system. Throughout the development of the Digital Strategies and Execution Plan, the DP will be collaborating with KC Water's BI&OS Group staff to ensure there is a comprehensive cyber security architecture to safeguard the system that is consistent with their current approach, as well as data security protection.

In preparation for each workshop, the DP will have 1-hour meetings with BI&OS, O&M, and Engineering Group staff to vet the feasibility of proposed ideas to identify potential fatal flaws and barriers to customize and streamline the workshops. The scope of the three 4-hour Task 300 successive workshops are described below.

Workshop 1 – Digital Strategy and Execution Plan Framework:

DP will facilitate a 4-hour in-person workshop with BI&OS, O&M, and Engineering Group staff to create the high-level framework for the plan after conducting the first round of end-user sessions.

The overall outcome of Workshop 1 will be to validate and identify key adjustments needed to the preliminary plan framework and development of plan components. Additional desired objectives to assist in continuing to develop trust and cultural acceptance include:

- Finalize cross organization input and engagement in the plan development
- Finalize end-user input, preferences, and desired outcomes
- Build agreement and confirmation of how various digital solutions dovetail into key performance indicators of various wastewater use cases within KC Water.
- Build consensus on selecting the highest priority system challenges that the plan should address (O&M including selected software and avoiding software creep).
- Refine goals that address the system challenges.
- Finalize the list of early-wins implementation use cases
- Identify workforce challenges, barriers to cultural change, silos, and training needs.
- Identify what changes in the governance (policies and procedures) will be needed for success (how to build trust with the end users, so they believe that this is not just the 'flavor of the month' and is real and long term and how to make this a system that meets their ends and addresses their concerns).

After Workshop 1, the DP will develop components of the digital strategy execution plan. The DP will prepare a proposed preliminary execution plan framework based on Task 200 outcomes; and obtain inputs from KC Water stakeholders. This will be submitted to KC Water in a workshop summary.

Workshop 2 – Digital Strategy Execution Plan Development Progress Review:

The DP will facilitate a 4-hour workshop on site with KC Water stakeholders to discuss the components of a Digital Strategies and Execution Plan. The plan will have three pillars – People, Processes, and Technology – that will be aligned throughout the plan. In advance of Workshop 2, the DP will prepare a strawman of digital tools, cyber security, and communication architecture within the context of current and planned integration architecture to present to KC Water during Workshop 2. The strawman will serve as a starting point to accelerate discussion among the KC Water Stakeholders.

The primary outcome of Workshop 2 will be to advance input/confirmation on the plan components. Secondary objectives and outcomes will include:

- Review and confirm the output from Workshop No. 1 and end-user discussions.
- Identify short- and long-term strategies, such as:

- Technology (i.e., data management strategy, cyber security standards, sensor communication architecture, cloud vs. on-premises vs. hybrid approach, digital tools, risk based on discussion with operations such as manual to autonomous operations or a hybrid).
- People (i.e., digital training, communication outreach, engagement).
- Governance (i.e., Organizational structure, new or revised policies and procedures).
- Ideation of solutions to achieve goals (i.e., reactive to proactive maintenance strategies - including coordination with asset management activities in the water utility to avoid duplication of efforts, energy reduction strategies; system optimization during wet weather events, and refining capital improvement needs).
- Discuss each proposed strategy and solution to identify the types of data required, how enterprise software can be connected, and where data gaps exist.

The DP will submit a summary of the workshop to KC Water. The DP will then further advance details of plan components and begin preparing a draft Digital Strategies and Execution Plan.

Workshop 3 – Digital Strategy Execution Plan Confirmation:

The final 4-hour in-person workshop with BI&OS, O&M, and Engineering Group staff will focus on refining the Digital Strategies and Execution Plan. The DP will prepare a strawman for the phasing of strategies and solutions, plus their descriptions and planning cost estimates for Workshop 3. The DP will present the draft plan, address questions and resolve gaps in stakeholder understanding.

Workshop No. 3 goals will be to:

- Review and confirm outputs from Workshop No. 2 and adjust as needed.
- Discuss and modify strategies and solutions phasing approach.
- Confirm proposed software additions and/or additional software integration.
- Discuss and modify strategies, solutions definitions and planning costs.
- Identify suggested performance indicators for each strategy and solution to provide a method to measure value creation.
- Provide a comparison of performance indicators proposed for this project with like indicators used by other major utilities of a similar size and nature.

The primary outcome from Workshop 3 is to continue to build KC Water stakeholder collaborative buy-in on the draft plan. The DP will submit a summary of the workshop to KC Water. The DP will then prepare and submit a draft plan to KC Water for review and comment. Upon receipt of comments, the DP will submit a final plan to KC Water.

Task Series 300 Deliverables (electronic format):

1. Workshop summaries (Task Series 300 Workshops 1, 2, and 3)
2. Progress drafts of the Digital Strategies and Execution Plan
3. Digital Strategies and Execution Plan

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the final Scope of Services will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total

allowance amount of **XXXXXX** for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

1. Prepare for and conduct a Digital Utility Maturity Assessment Workshop. Prepare technical memorandum.
2. Formation of a Utility Blue Ribbon Advisory Committee to share their experiences on the road taken for their digital transformation journeys.
3. Prepare for and conduct Cyber and Data Security Evaluations Workshops. Prepare technical report regarding cyber and security evaluations and implementation recommendations.
4. Development of a framework for change management as KC Water evolves through digital utility management practices in line with the near- and long-term strategies

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including access to flow monitoring data, specifications, and any other data relevant thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DP.

(End of Basic Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

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

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

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

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

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

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

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

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

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

- (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

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

2. Submittal Specifications

- a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
- b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
- c. In the case of an incomplete submission the digital copies may be returned for correction with comments.

3. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

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

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

ATTACHMENT C

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

CN 1627 PN 81000977: Smart Sewer Digital Strategy and Data Analytics Revision 8 date: 4/17/2023		JACOBS											LBR Total	Non LBR Expenses	
		Discipline Leads										Resources			
		Name	Julie McNiff	Karla Albert	Ken Thompson	Susan Moisio	Melissa Carver	Bill McMillin	Rajeev Srivastava	Ron Root	Zach Walker	Edgar Campos			Muhundahan Mohan
		Role	Project Manager	Project Assistant	Ops/Dev Lead	Advisor	Project Executive	Engineering, Planning, & Analysis Lead	SCADA I&C Lead	Data Analysis & Collection	Data Analytics Methodology	Cyber Security			Data Collection/Analytics Support
Bill Rate	\$ 239.03	\$ 136.30	\$ 380.27	\$ 459.04	\$ 295.08	\$ 355.31	\$ 286.85	\$ 157.44	\$ 253.43	\$ 273.63	\$ 213.77				

Task Series	Task Description																	
100	Project Management And Administration																	
101	Project Management (Admin, Internal Team Prog/Coord Meetings)	24	12	12	2	2	8	2	2	2	2		\$ 18,228.88	\$ -				
102	Invoicing, PSR's	12	4	8			0						\$ 6,455.67	\$ -				
103	Subconsultant Administration	8	16	8									\$ 7,135.17	\$ -				
104	Quality Control Plan	4		4									\$ 2,477.18	\$ -				
105	Project Kick-Off	8	2	16			16	16	1	1	1	1	\$ 19,646.70	\$ 2,550.00				
106	Work Plan/Communication Plan	8	0	4			4						\$ 4,854.52	\$ -				
107	Progress Meetings & Minutes (two virtual meetings)	4	2	4			2	2	2	2	2	2	\$ 5,993.26	\$ -				
	Task 100 Subtotal Hours	68	36	56	2	20	30	5	5	5	5	0	232					
	Task 100 Subtotal Fee	\$ 16,253.86	\$ 4,906.84	\$ 21,294.94	\$ 918.08	\$ 5,901.67	\$ 10,659.23	\$ 1,434.24	\$ 787.21	\$ 1,267.15	\$ 1,368.15	\$ -	\$ 64,791.37	\$ 2,550.00				
200	Current State and Future Needs Assessment																	
	Workshop 1 - Focused Interviews (six 4-hr)	24		48			12			22		24	\$ 38,959.08	\$ 1,500.00				
	Results Review	4		12			2	2				8	\$ 8,513.77	\$ -				
	Workshop 2 Current State and Future Needs Review (1/2 day)	6	2	12			4			12		8	\$ 12,442.52	\$ 750.00				
	Draft TMs - Current/Future Needs Assessment	4		4			2	2	2	10	2	0	\$ 7,157.94	\$ -				
	Final TMs - Current/Future Needs Assessment	2		4			1	1	1	5	1	0	\$ 4,339.50	\$ -				
	Task 200 Subtotal Hours	40	2	80	0	0	21	5	3	49	3	40	243					
	Task 200 Subtotal Fee	\$ 9,561.09	\$ 272.60	\$ 30,421.34	\$ -	\$ -	\$ 7,461.46	\$ 1,434.24	\$ 472.32	\$ 12,418.10	\$ 820.89	\$ 8,550.74	\$ 71,412.81	\$ 2,250.00				
300	Digital Strategies and Execution Plan Development																	
	Workshop 1 - Digital Strategy Execution Plan Framework (1/2 day)	4	2	12			12	4	4	14	4	14	\$ 19,468.08	\$ 2,000.00				
	Results Review	2		2			2	2	2	12	2	20	\$ 10,701.58	\$ -				
	Workshop Summary	2		2			2	2	2	8	2	8	\$ 7,122.64	\$ -				
	Workshop 2 - Digital Strategy Execution Plan Dev. Progress Review (1/2 day)	4	2	12			12	4	4	14	4	14	\$ 19,468.08	\$ 2,000.00				
	Results Review	2		2			2	2	2	12	2	20	\$ 10,701.58	\$ -				
	Workshop Summary	2		2			2	2	2	8	2	8	\$ 7,122.64	\$ -				
	Workshop 3 - Digital Strategy Execution Plan Confirmation (1/2 day)	4	2	12			12	4	4	14	4	14	\$ 19,468.08	\$ 2,000.00				
	Results Review	2		2			2	2	2	12	2	20	\$ 10,701.58	\$ -				
	Workshop Summary	2		2			2	2	2	4	2	8	\$ 6,108.92	\$ -				
	Draft TM - Digital Strategies and Execution Plan	2		4			2	2	2	20	2	16	\$ 12,634.49	\$ -				
	Final TM - Digital Strategies and Execution Plan	2		2			2			8		10	\$ 6,114.33	\$ -				
	Task 300 Subtotal Hours	28	6	54	0	0	52	26	26	126	26	152	496					
	Task 300 Subtotal Fee	\$ 6,692.77	\$ 817.81	\$ 20,534.41	\$ -	\$ -	\$ 18,476.00	\$ 7,458.07	\$ 4,093.47	\$ 31,932.27	\$ 7,114.39	\$ 32,492.82	\$ 129,612.00	\$ 6,000.00				
	Total Hours	136	44	190	2	20	103	36	34	180	34	192	971					
	Total Hour * Rate	\$ 32,507.72	\$ 5,997.24	\$ 72,250.69	\$ 918.08	\$ 5,901.67	\$ 36,596.69	\$ 10,326.55	\$ 5,353.00	\$ 45,617.53	\$ 9,303.43	\$ 41,043.56	\$ 265,816.18	\$ 10,800.00				
	OPTIONAL SERVICES	Estimated 2023 Fee Jacobs																
		Jacobs Hours		LBR/Exp														
	Task 200 Current State and Future Needs Assessment, DUMA Workshop/TM	65	\$	19,583.42														
	Task 500 Cyber and Data Security Evaluations and Implementation Support	140	\$	41,980.29														
	Task 600 Change Management Support	114	\$	33,390.30														
	Task 400 - Intelligent Wastewater Platform Development and Maintenance	557	\$	149,384.17														

Budget	\$	400,000.00
Optional Services	\$	33,682.82
Rev 8 Total Jacobs LB + Exp Fee	\$	276,616.18
Rev 8 Total Subconsultant Fees	\$	88,000.00
Escalation Fees (2 months 2024 Rates)	\$	1,701.00
Rev Total	\$	400,000.00

		Subconsultants													
		Bird-Eye Consulting				EAE				T&B					
Name	Shirley Ben-Dak	Shayna Romoz			Nicole/Rob	Julie Finn	Deborah English		TBD	Jeffery Wassilak	Regan Brotherton				
Role	Senior Strategic Planning and Facilitation	Planning and Facilitation Support	Expenses	Subtotal	Project Admin	Wet Weather Control	Envision	Expenses	Subtotal	Project Admin	Wet Weather Control	Envision	Expenses	Subtotal	
Bill Rate	\$ 225.00	\$ 125.00			\$ 130.72	\$ 153.73	\$ 172.61			\$ 85.12	\$ 164.16	\$ 103.36			
Task Series	Task Description														
100	Project Management And Administration														
	Project Management (Admin, Internal Team Prog/Coord Meetings)	6		\$ -	20	8	8	\$ -		20	8	8			
	Invoicing, PSR's			\$ -				\$ -						\$ -	
	Subconsultant Administration			\$ -				\$ -						\$ -	
	Quality Control			\$ -	2			\$ -		2				\$ -	
	Project Kick-Off	16		\$ -		8	8	\$ 100.00			8	8		\$ 100.00	
	Work Plan/Quality Management Plan/ Communication Plan			\$ -		4		\$ -			4			\$ -	
	Monthly Progress Meetings & Minutes			\$ -		10	0	\$ -			10	0		\$ -	
	Task 100 Subtotal Hours	22	0		22	30	16	68		22	30	16	68		
	Task 100 Subtotal Fee	\$ 4,950.00	\$ -	\$ -	\$ 4,950.00	\$ 2,875.84	\$ 4,611.98	\$ 2,761.78	\$ 100.00	\$ 10,349.60	\$ 1,872.64	\$ 4,924.80	\$ 1,653.76	\$ 100.00	\$ 8,551.20
200	Current State and Future Needs Assessment														
	Workshop 1 - Focused Interviews (3-days)			\$ -		30	12	\$ -			30	12		\$ -	
	Results Review			\$ -		10	4	\$ -			10	4		\$ -	
	Workshop 3 Current State and Future Needs Review (1/2 day)	16	8	\$ -		4		\$ -			4			\$ -	
	Draft TMs - Current/Future Needs Assessment/DUMA			\$ -		2		\$ -			2			\$ -	
	Final TMs - Current/Future Needs Assessment/DUMA			\$ -		2		\$ -			2			\$ -	
	Task 200 Subtotal Hours	16	8	0	0	60	16	76		8	60	16	84		
	Task 200 Subtotal Fee	\$ 3,600.00	\$ 1,000.00	\$ -	\$ 4,600.00	\$ -	\$ 9,223.97	\$ 2,761.78	\$ 300.00	\$ 12,285.75	\$ 680.96	\$ 9,849.60	\$ 1,653.76	\$ 300.00	\$ 12,484.32
300	Digital Strategies and Execution Plan Development														
	Workshop 1 - Digital Strategy Execution Plan Framework (1/2 day)	16	8	\$ -		8	2	\$ -			8	2		\$ -	
	Results Review			\$ -		4		\$ -			4			\$ -	
	Workshop Summary			\$ -		4		\$ -			4			\$ -	
	Workshop 2 - Digital Strategy Execution Plan Dev. Progress Review	16	8	\$ -		8	2	\$ -			8	2		\$ -	
	Results Review			\$ -		4		\$ -			4			\$ -	
	Workshop Summary			\$ -		4		\$ -			4			\$ -	
	Workshop 3 - Digital Strategy Execution Plan Confirmation (1/2 day)	21	4	\$ -		8	2	\$ -			8	2		\$ -	
	Results Review			\$ -		4		\$ -			4			\$ -	
	Workshop Summary			\$ -		4		\$ -			4			\$ -	
	Draft TM - Digital Strategies and Execution Plan			\$ -		2		\$ -			2			\$ -	
	Final TM - Digital Strategies and Execution Plan			\$ -		2		\$ -			2			\$ -	
	Task 300 Subtotal Hours	53	20		0	52	6	58		0	60	6	66		
	Task 300 Subtotal Fee	\$ 11,925.00	\$ 2,500.00	\$ -	\$ 14,425.00	\$ -	\$ 7,994.11	\$ 1,035.67	\$ 300.00	\$ 9,329.77	\$ -	\$ 9,849.60	\$ 620.16	\$ 300.00	\$ 10,769.76
	Total Hours (Task 100 to 600)	91	28	0	0	22	142	38	202	\$ -	30	150	38	218	0
	Total Sub Fee	\$ 20,475.00	\$ 3,500.00	\$ -	\$ 23,975.00	\$ 2,875.84	\$ 21,830.06	\$ 6,559.23	\$ 700.00	\$ 31,965.12	\$ 2,553.60	\$ 24,624.00	\$ 3,927.68	\$ 700.00	\$ 31,805.28
	Total Sub-Consultant Contract				\$ 24,000.00					\$ 32,000.00				\$ 32,000.00	

ATTACHMENT C

**Sewer Digital Strategy and Data Analytics
Project No. 81000977 Contract No. 1627**

Schedule of Position Classifications

Employee Classification	Hourly Raw Labor Rate Range	
	Minimum	Maximum
Principal	\$64.14	\$102.44
Project Manager	\$59.21	\$86.27
Design Manager	\$59.21	\$91.66
Quality Manager	\$59.21	\$86.27
Senior Engineer	\$49.34	\$89.87
Project Engineer	\$41.12	\$65.35
Engineer III	\$41.12	\$62.91
Engineer II	\$32.89	\$53.92
Engineer I	\$26.32	\$44.93
Sr. Technologist	\$100.00	\$155.00
Technologist	\$75.00	\$100.00
SCADA Instrumentation & Controls	\$64.14	\$107.00
Wet Weather Control	\$55.00	\$90.00
Modeling & Engineering, Digital Twin	\$65.00	\$85.00
Data Analysis & Collection	\$42.00	\$74.00
Software Development & Coding	\$75.00	\$100.00
Cyber Security	\$75.00	\$105.00
Contracts Administrator	\$35.00	\$55.00
Project Assistant	\$35.00	\$50.00
Clerical/Admin	\$30.00	\$45.00

Notes:

- 1) Hourly billing rates will be at the 3.04 multiplier x actual raw labor hourly rate
- 2) Rates were established for the period of calendar years 2023 through 2024
- 3) Labor rate increases may occur throughout the calendar year
- 4) Project rate ranges include variations from the average for differences in individual staff compensation

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.

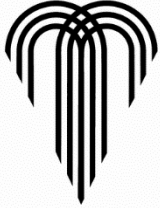
Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

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

ATTACHMENT E

CREO KC DOCUMENTS

1. 00450 CREO KC 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: CREO KC Letter of Intent to Subcontract
3. 00460 CREO KC 10: Timetable for MBE/WBE Utilization
4. 00470 CREO KC 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project)

Department

(Bidder/Proposer)

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, 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 _____% MBE and _____% 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:** _____% MBE _____% WBE

| **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ _____

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 _____

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. _____

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		\$ _____	_____ %	

*“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: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____
 Project Location/Number _____

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE Subcontractor _____ 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.]

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

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

M/W/DBE 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: _____





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

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

2. Name of MBE/WBE Firm _____
Address _____

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

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 _____ day of _____, 20____.

Notary Public

My Commission expires:

ATTACHMENT G

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as _____.
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.

Signature of affiant

On this ____ day of _____, 20__ before me, _____, a Notary Public in and for said state, personally appeared (_____), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Notary Public My commission expires: _____

ATTACHMENT H

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

Affidavit of Compliance With the Federal Consent Decree Regarding the
City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF)

I, _____, having full authority to act on
behalf of _____, do solemnly swear under oath to the
following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent
Decree available to this organization at the following web location:
[https://www.kcsmartsewer.us/home/showpublisheddocument/6428/6375347181219300
00](https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000). I further certify that the Consent Decree, along with appendices, have been
reviewed in their entirety and that said review has been performed under my direction or
supervision in accordance with a system designed to assure that qualified personnel
properly evaluated and fully understand the information contained in this Consent
Decree upon execution of any contract relating to such work, including, but not limited
to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Signature of affiant

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

Notary Public

My commission expires: _____

ATTACHMENT I

Non-Construction Subcontractors Listing

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

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

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

ATTACHMENT J

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

Final Payment

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

Design Professional/Contractor:

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

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