

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 60810092 / CONTRACT NO. 1635-2

FOR SMART SEWER PROGRAM MANAGEMENT SERVICES, RENWEAL NO. 2 WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$12,000,000.00, as follows:

1. \$8,488,300.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment J**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$3,403,737.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional; outside reproduction of final deliverables; local transportation to and from the project area; \$5.00 per staff hour technology fee; field truck, and equipment costs on a per mile basis using federal GSA rate or an hourly unit price basis (not to exceed \$45.00 per crew hour) for collection system characterization, manhole inspections, and flow monitoring services; and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$108,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of

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

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

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

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

City:

Water Services Department

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

Design Professional:

Burns & McDonnell Engineering Company, Inc.

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

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

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

Attachment I.

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

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

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Title: Deputy Director

Water Services Department

Approved as to form:

Assistant City Attorney

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

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

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

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

Sec. 26. Non-Discrimination in

Employment.

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

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

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

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

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

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

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

ATTACHMENT A

SCOPE OF SERVICES

DRAFT

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: Burns and McDonnell Engineering Company, Inc.

Owner: City of Kansas City, Missouri

Project: Smart Sewer Program Management Services (FY24)

City Project No.: 60810092

City Contract No.: 1635-2

I. GENERAL

The City of Kansas City, Missouri (City) is implementing the City's Smart Sewer Program (SSP) in accordance with a Federal Consent Decree and has selected the Design Professional (DP) to provide program management services as its Program Manager. Under this Design Professional Services (DPS) Agreement, the Program Manager will continue to assist the City in implementing its Smart Sewer Program (SSP) during FY2024 through the City's Water Services Department, also referred hereafter as KC Water.

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

II. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 – PROGRAMMATIC ACTIVITIES

TASK SERIES 200 – ASSET MANAGEMENT

TASK SERIES 300 – SYSTEM PLANNING AND ASSESSMENT

TASK SERIES 400 – PROJECT DELIVERY

TASK SERIES 500 – PRIVATE INFLOW REDUCTION IMPLEMENTATION

TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION

DESCRIPTION OF BASIC SCOPE OF SERVICES

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

A. TASK SERIES 100 – PROGRAMMATIC ACTIVITIES

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

101 PROGRAM MANAGEMENT AND ADMINISTRATION

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

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

The program management activities to be undertaken are described below.

- a.** Program Manager will lead an integrated team of City and Program Manager's staff to provide both strategic and day-to-day oversight and direction to all assigned activities of the City's SSP and Vision 2035 strategic collaborative actions through the following management personnel:
 - Program Manager. Provide a Program Manager responsible for oversight of all services performed by the SSP Management Team and be the primary liaison with City management staff. Program Manager will provide strategic planning and coordinate day-to-day activities through Task Leaders and subconsultants. Conduct weekly priority issues coordination meeting to actively address program matters involving both Program Manager and City Staff. Program Manager will maintain a standardized weekly Priority Issues Log developed utilizing information captured in program administration database for coordination of Program priorities with KC Water SSP leadership during weekly Priority Issue Meetings. Program Manager is accountable for required quality control and quality assurance of its work products and services offered. Program Manager will attend City Council meetings, public meetings, public hearings, and regulatory meetings as requested by KC Water.
 - Program Director. Provide a Program Director to perform strategic planning with KC Water Leadership and Program Manager, and strategically advise the Program Manager with SSP adaptive management planning, SSP Team resource planning, DPS contracting, subconsultant contracting, the assessment and evaluation of program management team's performance, and Consent Decree compliance.
- b.** Task Leaders. Provide Task Leaders responsible for directing and monitoring the day-to-day activities of each of the program management Task Series 100 through 600.
 - Task Leaders will be responsible for effectively managing the interdependencies among program activities, assessing the City's potential risk exposure specific to service lane activities, and implementing risk mitigation strategies, proactively resolving issues that arise in a timely manner to advance completion of assigned tasks, and effectively monitoring the work performed by the Program Manager's subconsultants. Task Leaders will drive continuous improvements in their respective service lanes working collaboratively with KC Water leadership and program management team's leadership.
 - One hour Task Leader meetings will be held twice a month with Program Manager and City Staff. Each Task Leader will prepare a standardized log utilizing information captured in a program administration database to report work activities being performed and planned, along with activities with potential risk of delay or cost increase. A standardized meeting agenda will also be

prepared utilizing information capture in program administration database. Action items discussed during meeting will be documented on meeting agenda and distributed to meeting attendees within two days.

- c. **Monthly Invoicing and Progress Status Reporting.** Prepare and submit a monthly invoice for program management services rendered with supporting cost backup and monthly spent rate. The monthly project status report shall identify work performed by Program Manager; potential program management scope variances with corrective action; an assessment of Program Manager's ability to meet M/WBE participation goals; an estimate of work percent completion of the Basic Scope of Services based on the work completed; and an estimate of earned value associated with the work tasks shown in the Engineering Fee Summary contained in Attachment C of this Agreement. A brief narrative shall be provided to describe the work activity performed for each task during the reporting period.
- d. **Subconsultant Agreements and Administration.** Prepare a scope, budget, schedule, and agreement for Program Manager's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review professional services, work products and deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements including review of services, work products and deliverables, subconsultant invoices, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the City's Civil Rights & Equal Opportunity (CREO) Department.
- e. **Capital Improvement Plan (CIP) Development and Maintenance.** Support the planning and budgeting of SSP capital projects for inclusion in the Water Services Department's FY2024-2040 Capital Improvement Plan (CIP). Update schedules and budgets for design and construction contracts of each SSP project to account for project scope changes and market cost trends.
- f. **CREO Utilization Plan.** Assist City with establishing annual M/WBE Utilization Plan following City Code and CREO KC defined procedures for all FY25 SSP project contracts. City will provide workflow and procedure to be followed including identification of goal request documentation to be provided to CREO KC.

102 PROCUREMENT CONTRACT ADMINISTRATION

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

Work collaboratively with KC Water's management, contract administration staff, project management staff, DPs, Contractors, and the City's General Services staff to implement

projects through contract development, contract execution, and project management administration inclusive of the following processes:

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

Contract administration (CA) support services include:

- a. Track all Smart Sewer contracts through CA activities and display in a standardized activity log. Provide updates of these activities at Task Leader meetings, including details of document status through DocuSign, e-Builder, or other approval processes.
- b. Coordinate with KC Water Staff to set up new project specific e-Builder sites, with appropriate user roles including new user requests, to route, execute and retain all contract administration documents. This task includes importing documents necessary to migrate active Aconex projects to e-Builder as requested on a case-by-case basis to support performing financial and contractual activities in e-Builder. Purchase Order Encumbrances (POEs) and previously executed documents are imported to assigned locations within e-Builder folder structure.
- c. Provide support, coordination and general oversight of the Program Manager's CA staff and coordinate these efforts with KC Water's administration staff as required. Conduct weekly meetings with the CA team consisting of Program Manager and KC Water Staff to collaborate on all active contracts, as well as updates to processes and procedures.
- d. Maintain funding requests for upcoming SSP projects, to confirm KC Water source of funds for contract execution, and to support budget transfers as needed for contract maintenance items, contract renewals and ordinance purposes.
- e. Provide updates to program management leadership during Task Leader meetings regarding SSP projects in various risk levels and corresponding mitigation measures, and status of all CA activities.

- f. Maintain, update as required, and implement workflows and processes for contract development, execution, and maintenance aligned with City's Project Management Information Systems (e-Builder & DocuSign).
- g. Attend e-Builder or other training as requested and provide direction to Program Manager's CA staff and project managers regarding implementation of these new procedures as related to SSP contracts.
- h. Maintain standardized templates for program memos, letters, and contract documents with KC Water approved letterhead, logos, and signatory authority. Update all SSP specific templates with changes made to contract central as provided by KC Water staff to Program Manager.
- i. Coordinate with KC Water on the use of their SharePoint site for organization and storage of CA templates.
- j. Attend meetings with KC Water staff to review and update templates, letters, and memos to align SSP with KC Water processes and procedures as requested by City.
- k. Provide support to project managers assigned to SSP projects throughout project implementation cycle, including providing workflows and direction regarding processes and procedures, providing standardized templates, preparing standard memos and other documents used to manage the implementation of projects.
- l. Provide support and coordination for pre-bid meetings and bid openings for SSP projects.
- m. Plan the development of new project contracts to meet programmatic and project schedules.
- n. Coordinate with KC Water and CREO KC staff on the preparation and submission of SSP project goal requests, Contractor Utilization Plans, Request for Modifications, and other documents as necessary for required approvals.
- o. Prepare ordinance documents for all Smart Sewer contracts requiring City Council approval, including the preparation of Ordinance, Docket Memo, maps, public outreach information and PowerPoint slides as required.
- p. Support KC Water staff with administration of the Keep Out the Rain (KOTR) Program, including the implementation of new contracts and/or contract renewals, and invoicing as needed to support work activities associated with this program.
- q. Provide quality control of all documents provided by SSP Project Managers, Program Manager staff, and KC Water staff to support CA activities.

103 CONSENT DECREE COMPLIANCE AND REPORTING

Program Manager will monitor program compliance, SSP project schedule milestones and program reporting including:

- Performance/Control Measures - (Appendix A of Consent Decree).
- Reporting/Deliverables - (Consent Decree Requirements).
- Nine Minimum Controls - (Appendix B of Consent Decree).
- Capacity, Management, Operations and Maintenance (CMOM) - (Appendix C of Consent Decree).

- Post-Construction Monitoring - (Appendix D of Consent Decree).
- Assist in developing presentation materials for City Council, EPA, and MDNR meetings. Semi-annual EPA Update meetings will be held in May and November at KC Water Services.
- Assist City in preparing the 2023 Annual Report. This support includes activities such as preparing a summary of 2023 highlights and accomplishments, preparation of deliverable timelines for City reviews, coordination of approval signatures, and binding and mailing and/or electronic submission of final deliverables.
- Water Quality Monitoring. Program manager will evaluate data collected by KC Water and summarize water quality monitoring results as well as provide results for inclusion in the 2023 Annual Report.

104 PROGRAM AND PROJECT CONTROLS

Program Manager will actively monitor and track all SSP projects including completed, active, and planned, and report both program-level and project specific financial, schedule, risk, and change management information in the SSP Power BI Dashboard utilizing KC Water's program Systems-of-Record and Program Manager's project controls data sources.

Program Manager will consolidate accessible data from the following KC Water Systems-of-Record and Program Manager's data sources:

- a. eBuilder – KCMO's enterprise Project Management tool
 - Project-level attributes including location, scope, project number, etc.
 - Project-level roles/assignments including Project Manager, Construction Manager, Construction Observer, etc.
 - Commitment/Contract-level details, Contract Number/Type, Contractor, Contract Value, Invoice Processing, Change Management
 - Integration of data via the eBuilder Data Warehouse that is located on a KCMO on-premise SQL server
 - Actual M/WBE participation based upon PM manual tracking of information contained in design professional and contractor invoices
- b. Oracle PeopleSoft – KCMO's enterprise Financial Management tool
 - Consolidated list of all completed and active SSP projects (only system-of-record with complete project list)
 - Prime SSP Project Number/Name, Contract Number/Type, Funding Project Number/Name, Purchase Order (PO) Number
 - All financial actuals – Current Contract Value, Contract Value change history, Contract Paid Invoices (invoice amount, retainage amount, amount paid)
 - Data is extracted daily from the PeopleSoft application via a set of four queries:

- i. Projects query – a list of all completed and active SSP projects
 - ii. Project Transactions query – all financial transactions by project / purchase order (PO): commitments (original and changes); invoice payments and retainage; commitment closeouts
 - iii. Project_Contract_PO – all completed and active SSP projects, each project's contracts, and each contract's purchase orders (PO)
 - iv. PO_Change_Order_History query – commitment change order history of each purchase order (PO)
- c. Funding sources based upon the Fund Code
- d. Integration of data via the KCMO on-premise SQL server that receives daily PeopleSoft queries including a full KC Water dataset
- e. B2Gnow – KCMO's enterprise Diversity Management and Compliance tool
 - Diversity goals and actual utilization for Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) partners
 - RFQ/P percentage goals for MBE and WBE
 - CUP percentage goals for MBE and WBE
 - Actual M/WBE participation based upon design professional and contractor invoices
- f. Oracle Primavera P6 – Program Manager's enterprise Schedule Management tool
 - Program Manager will develop and maintain Oracle Primavera P6 schedules for all SSP projects
 - Monitor the implementation of SSP projects including the start of new projects, status of active projects, report project schedule variances, forecast project completions
 - Assist Project Managers in reporting schedule updates, including actual dates and updated forecasts utilizing Oracle Primavera P6 Team Member (web application) and Monthly PMO Reviews
 - Create and report SSP monthly schedule status reports
 - Integration of data from the Program Manager's Oracle Primavera P6 instance via the existing data Application Programming Interface (API)
- g. Historical Data from the now retired Management Information System (MIS)
 - Project-level attributes for all SSP projects completed before the implementation of KCMO's eBuilder tool on SSP projects
 - MIS tool was located on the KCMO DMZ server, a historical dataset will be created for SSP reporting purposes
- h. KC Water and Program Management Team's file storage solutions

- KC Water CIP Budget provided to Program Manager and stored as an Excel file
- KC Water progress tracking on Consent Decree required NMC and CMOM activities for street sweeping and sewer main cleaning using quantity data provided by KC Water – Excel files
 - i. SSP Program Risk Assessment and Management logs – Excel files
 - ii. SSP Design projects Change Management logs – Excel files
 - iii. SSP Construction projects Change Management logs – Excel files
 - iv. SSP Monthly Schedule Reports – Adobe PDF files
 - v. SSP Monthly Project Status Reports for all active SSP projects – Adobe PDF files

Program Manager will consolidate available data from KC Water SSP Systems-of-Record and data sources via integrations to a KC Water Microsoft Azure SQL database – a fully managed platform as a service (PaaS). Data validation and variance reporting from all data sources and normalizing of all the data will be performed.

Once the data is validated and normalized, Program Manager will perform calculations to determine the program- and project-level reporting metrics. This data will be reported on the SSP Power BI Dashboard accessible to KC Water staff and the Program Management Team.

- Monitor and report the funding types (bond and/or cash) of SSP project/contracts via the PeopleSoft Fund Code provided by City.
- Once data consolidation and integration to the KC Water Microsoft Azure SQL database is achieved, Program Manager will assist each SSP Project Manager develop and maintain the Project Status Reports for all active SSP projects, which will be accessible on the SSP Dashboard.
- Program manager will assist each Project Manager develop and maintain a risk assessment register for each active SSP project that considers the likelihood and consequences of potential project delivery risks occurring during pre-design, design, bidding, and construction phases of each project.
- Assist City in collecting cost information on completed SSP projects and updating future project budget projections. Program Manager will update future SSP project budgets and provide updated program cost projections to City upon request, based on cost trends, updated budgetary unit costs, revised project scopes of work, and/or scheduling of individual projects.

105 PUBLIC COMMUNICATIONS AND OUTREACH

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

- a.** Coordinate with KC Water and City communications staff to support established communications standards and protocols and incorporate City Staff input and review comments through a collaborative effort. Program Manager will supplement and monitor DP public outreach activities on all program projects to confirm whether they are being performed in accordance with programmatic guidelines in an effort to achieve consistent practices on all projects.
- b.** Assist City with conducting project-specific outreach by leading public involvement for SSP pre-design, design, and construction projects. This includes developing and executing a public outreach plan for each project and developing materials to support public involvement. This also includes the maintenance of a web-based printing portal on the City website to facilitate material orders from City Staff, Program Manager, DPs, and other consultants. Perform public outreach services for up to 11 hybrid, virtual or in-person public meetings. Develop and distribute construction phase project updates for all SSP projects.
- c.** Assist City with implementation of the SSP Communications Plan to reflect revised KC Water and City organizational chart and priorities. Assist the City with the development of content including graphics, presentations, web and digital content and brochures, including continuing to update and rebrand materials based on the City's design guidance, as requested by KC Water. Assist the City with maintenance of the SSP website, www.kcsmartsewer.us, as requested. Assist the City in responding to media and industry inquiries, as requested.
- d.** Assist the City with public outreach activities for the overall KOTR Private I/I Reduction Program, including development of materials and logistics for public sign-up events, updating program website, monitoring program hotline, public outreach training of DP's field crew staff that perform building evaluations and monitor I/I source disconnections, and Provide timely and accurate responses to customer and media inquiries.
- e.** Assist the City with the implementation of stakeholder engagement, public outreach, and communications activities associated with the implementation of a programmatic approach to green infrastructure projects, including 63rd and Daniel Morgan Boone Park, 37th and Norton, and 40th and Monroe. Assist the City with the development and implementation of a multi-year programmatic Green Infrastructure Communications Plan and periodically update the plan as appropriate.
- f.** Assist the City in providing timely responses to inquires related to SSP projects.

106 SMART SEWER PROGRAM UNIVERSITY

Program Manager will assist KC Water with hosting two, semi-annual, 1-hour DP Update Meetings to represent programmatic highlights and select topics targeting DP interests in the SSP. Task include coordination with KC Water on developing the meeting agenda, preparing the presentation, and participating in the meetings. After each meeting, Program Manager will coordinate with KC Water to develop a survey for meeting participants to collect feedback to support planning for future meetings.

107 INTEGRATION OF PUBLIC INFRASTRUCTURE

Program manager will assist KC Water with implementing a City multi-departmental programmatic approach to integrate public infrastructure projects and coordinate City resources and efforts to address community needs within SSP project areas. Assist City with integration of Smart Sewer Program projects and other City department capital improvements to coordinate the City's infrastructure investments and optimize the community benefits achieved from the City's Smart Sewer Program capital investment.

B. TASK SERIES 200 – ASSET MANAGEMENT

Program Manager will assist City in providing strategic input and day-to-day guidance and direction for program-related asset management activities, including asset data management.

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

201 DATA MANAGEMENT COORDINATION

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

Support further strengthening of SSP level asset data integration and management techniques which are critical for prioritizing wastewater system renewal investments and optimizing capital projects required to achieve Consent Decree Compliance and success of other program strategic actions.

Update the GIS standards and protocols for the SSP based on a current ArcGIS Water Utility Network project which is redesigning the underlying GIS database.

Support the development and further enhancement of the SSP Power BI Dashboard as described in task 104 above.

Program Manager will continue to assist the City with the development and implementation of its data management strategy aimed at improving the quality of asset information and the associated business processes. Activities will include CCTV inspection data collection submittals and upload, as-built data collection and upload,

additional feature development within Work Tracking Application, and development of analytical and reporting tools to highlight program-related activities.

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

202 ASSET DATA MANAGEMENT

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

- a.** Program Manager will continue to conduct a “data health check” with each SSP Project Manager on a quarterly basis. Review how each project manager is using data management systems and verify the completeness and accuracy of project boundaries in GIS. Discuss upcoming data delivery deadlines, such as sewer CCTV inspection data, smoke testing data, and project closeout-related data submittals, including as-builts, and GIS information.
- b.** Program Manager will maintain a data tracking log for SSP projects to track the status of data submittals and uploads into KC Water systems of record.
- c.** Sewer CCTV and Manhole Inspection Data Management and Quality Assurance. Assist with inspection data upload process into the City’s inspection data management system. Review and provide QA/QC of manhole inspection data deliverables by others. Continue to assist with the development of City-designated features within the City’s Work Tracking Application for SSP projects.
- d.** Private Inflow Reduction Program Data Management. Perform maintenance, administration, and functionality modification activities for KC Water’s Private Inflow Reduction Program data management system for use by program design professionals and Program Management Team. as needed.
- e.** Assist City with mapping the location of SSP projects relative to other City departments through the maintenance of project boundaries and support of the City web-based project mapping application. Provide project boundary information in SSP Dashboard for each SSP project.
- f.** Field Services Data Collection. Assist the City with maintaining existing tools to support Program Manager’s annual temporary flow metering activities.
- g.** In support of Annual Sewer Rehabilitation Program, perform Work Order conflict checks and assist with creating work orders for investigation and rehabilitation work to be assigned to various City-Wide contractors.
- h.** In support of Annual Sewer Rehabilitation Program, perform InfoAsset Planner (IAP) model runs and updates to support development of inspection and rehabilitation packages.

- i. In support of Annual Sewer Rehabilitation Program, maintain data dashboards within Survey123, ArcGIS Field Maps, and ArcGIS Dashboards that are used for manhole inspections, CCTV deliverable tracking, force main air release valve (ARV) locates, and pump station fill and draw tests.

203 DOCUMENT MANAGEMENT SYSTEMS

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

- a. Improvement to SSP e-Builder processes. As requested by KC Water SSP management, assist with identifying e-builder functionality improvements needed to support SSP activities and provide input to City Staff responsible for developing workflows to modify and implement document control and approval workflows within the City's e-Builder software platform to meet SSP needs.
- b. Project Status Report (PSR). Continue to collaborate with City Staff to incorporate SSP Project PSR information into the SSP Dashboard using data from SSP Team data bases and the City's Systems of Record.
- c. MIS. Program Manager will support City with decommissioning portions of the MIS. The MIS database will continue to be supported as a data source for the SSP Dashboard.

204 ANNUAL SEWER REHABILITATION SUPPORT

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

- a. ASR-Small Diameter Sewers (Gravity Mains less than 48-inch diameter)
Develop FY2024 first inspection CCTV package(s) and coordinate this planned inspection work with work performed by City sewer maintenance. Utilizing the BRE model for prioritization, develop CCTV inspection packages to be performed by City Contractors in FY2024. CCTV data obtained in FY2024 will be used by Program Manager and City to prepare sewer rehabilitation packages to be awarded in FY2024. It is anticipated 500,000 LF of CCTV will be performed in FY2024. InfoAsset Planner (IAP) BRE model runs, project boundary conflict check, work order conflict check, the opening of work orders, and programmatic quality control of CCTV inspection data deliverables will be performed.

Develop FY2024 Sewer Rehabilitation Packages (CIPP, Point Repair, Total Replacement). Utilizing the latest BRE model to prioritize assets for engineering evaluation, Program Manager will assist City with developing Sewer Rehabilitation Packages valued at approximately \$8.5M for rehabilitation work to be performed in FY2024. Development of the Rehabilitation Packages will be dependent upon and

limited by the availability of CCTV data for assets requiring repair. Program Manager anticipates evaluating 500,000 LF of CCTV to develop rehabilitation packages for FY2024. IAP BRE model runs, project boundary conflict check, work order conflict check, and opening work orders will be performed.

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

Develop System Characterization/Manhole Inspection (SC/MHI) packages and CCTV inspection packages. Program Manager anticipates developing SC/MHI and CCTV inspection packages for up to 250,000 LF of large diameter sewers including 850 manholes. Program Manager will perform a records review to aggregate sewer records, as-builts and other readily available data to assist in the system characterization process. Programmatic quality control of SC/MHI and CCTV inspection deliverables and development/maintenance of data dashboards, Survey123, ArcGIS field maps and integration with City's asset data management Systems of Record will be performed.

Review CCTV and perform map change edits to GIS dataset from SC/MHI work. Program Manager anticipates receiving CCTV deliverables for up to 250,000 LF and incorporating final map edits into the GIS deliverable ready for City to merge into their GIS record.

Update BRE model to incorporate condition assessment data and provide results to DP. IAP BRE model updates and runs will be performed.

Review inspection/rehabilitation recommendations from City 's DP for ASR - Large Diameter Sewer Rehabilitation Project. Program Manager will review and comment on the DP's large diameter sewer rehabilitation and repair recommendations and associated opinions of probable construction cost (OPCC). Evaluate available funding and provide recommendations for the DP to proceed to the design and construction contract document development phase for selected assets. Detailed review of DP design documents and construction contract documents will be performed under Task Series 400.

c. ASR - Force Mains

Program Oversight of Alignment Walks for 10 High Priority Force Mains. In coordination with City, select up to 10 high priority force mains for DP performance of alignment walks and air relief valve locates. Program Manager will coordinate with City and SSP Team Data Management group for development of Survey 123 forms, maintain protocols, perform programmatic quality control of DP deliverables, and assist the City with integrating the data into the City's Systems of Record.

Program Oversight of Pump Station Draw Down Tests (10 Pump Stations). In coordination with City, select up to 10 pump stations for DP performance of draw down tests. Program Manager will pre-populate inspection forms, maintain protocols, and perform programmatic quality control of DP deliverables.

Review DPs Assessment and Rehabilitation Recommendations. Program Manager will review and comment on the DP's force main sewer assessment methods, and rehabilitation and repair recommendations and associated opinions of probable construction cost (OPCC). Evaluate available funding and provide recommendations

for the DP to proceed to the design and construction contract document development phase for selected assets. Review of DP design documents and construction contract documents will be performed under Task Series 400.

d. ASR - Sewers in Waterways

The Waterways BRE model will be used to help prioritize assets for repair following completion of external assessments. IAP BRE model development and refinement will be performed.

Update Waterway Assessments protocol based on lessons learned and changes in technology.

Develop a Waterway Assessments best practice manual that will provide field inspectors guidance in the data collection process. The purpose of the manual will be to standardize the defect identification and severity ratings. Host one workshop style meeting to present the manual to the Design Professional contracted directly by KC Water.

Develop "Phase 1" Inspection Packages. Program Manager anticipates developing Phase 1 inspection packages for up to 250,000 LF of sewers that cross or are in proximity of waterways to be performed by Design Professional contracted directly by KC Water. Inspections will be performed in accordance with current inspection protocol, titled Stream Crossing Inspection Protocol Draft dated February 2020. Programmatic quality control of inspection deliverables and development/maintenance of data dashboards, ArcGIS Survey 123, ArcGIS Collector, and integration with City's asset data management Systems of Record will be performed.

205 SEWER MANHOLE INSPECTIONS

Through a subconsultant, Program Manager will locate (where readily possible) and perform surface or internal manhole condition assessments and survey assets to support the further development and implementation of the large sewer rehabilitation program, hydraulic model updates as described in Task 305-Manhole Survey Plans, and the 37th & Norton Sewer Separation and Green Infrastructure Project area. Manhole condition assessments and surveys will be completed in accordance with latest version of National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP) and current version of the SSP System Characterization and Access Point Inspection Protocol.

The following assumptions sets the basis for this work:

- It is anticipated that accessibility will be limited at some locations, sewer runs between manholes may be longer than average making it more difficult to confirm connectivity, and the ability to perform topside inspections may be limited due to depths, unique vaults, or limited manhole access. In the event additional traffic control is required to be performed by a third party in high traffic areas, this will be provided as an Optional Service.

- Program Manager anticipates the majority of sewer surveys and condition assessments to be completed under this task to be located in the combined sewer system and/or in remote, wooded, and difficult to access areas. Locating and surveying manholes in remote areas, and the combined sewer system, particularly downtown, results in more complex system connectivity updates, finding more unmapped manholes during course of the work, more complex manhole configurations and larger than normal quantities of connecting pipes to confirm connectivity for.
- Based on experience with the large sewer manhole surveys and condition assessments previously completed by Program Manager, it is assumed that 30% of manholes will require manned access. All other surveys and condition assessments will be performed topside.
- Surveys completed for hydraulic model update purposes are assumed to generally be on mid-size systems, 15-inch to 24-inch, where manned entry will be limited to approximately 5% of manholes surveyed. Additionally, surveys completed for hydraulic model update are assumed to be spread out and not consecutive runs.

Program Manager will locate and survey up to 850 manholes in support of the large diameter program, up to 80 manholes and up to 46 diversion structures in support of the hydraulic model updates and perform system characterization and manhole inspection of up to 111 manholes in the 37th & Norton Sewer Separation and Green Infrastructure Project area.

Program Manager will perform survey and MACP condition assessments for the manholes that are accessible. Based on Program Manager's experience in FY2021, FY2022, and FY2023, for budgetary purposes it is assumed the cost for large diameter manhole field survey and inspection services will average \$500 per Manhole; the cost for hydraulic model update manhole field surveys will average \$400 per manhole; and the cost for hydraulic model update diversion structure field surveys will average \$750 per manhole. These average costs are a blended rate based on previously completed or partially completed condition assessments and field surveys, Could Not Locate (CNL), Could Not Open (CNO), or Could Not Access (CNA) manholes. This will include the following subtasks:

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

of this Agreement. Manholes not located by the City's Sewer Cleaning and CCTV Contractor will be provided to the City as a final CNL action list.

- CNA Manhole Action List: Manholes that cannot be accessed by Program Manager will be identified on an action list and provided to the City as a final CNA action list.
- CNO Manhole Action List: Manholes that cannot be opened by Program Manager will be identified on an action list and provided to the City's City-Wide Sewer Cleaning and CCTV Contractor to open. Manholes not opened by the City's Sewer Cleaning and CCTV Contractor will be provided to the City as a final CNO action list. Manholes opened by either the City or its City-Wide Sewer Cleaning and CCTV Contractor will be inspected if made accessible within the service period of this Agreement.

C. TASK SERIES 300- SYSTEM PLANNING AND ASSESSMENT

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

301 SYSTEM PLANNING AND HYDRAULIC ASSESSMENT

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

- a. Daniel Morgan Boone Park Green Infrastructure Project Design Support. Program manager will conduct periodic review of Design Professional control measures; and model updates developed by the Design Professional and integrate the model changes from the project-specific model into the City's SSP hydraulic model.
- b. Turkey Creek In-Line Gates Project Optimization. Program manager will develop associated documentation of conceptual design for two additional inline storage gates or bending weirs. Review Design Professional control measures evaluated during design phase. This task is necessary to demonstrate City's achievement of Consent Decree 2024 interim milestone performance criteria.
- c. Monitor and support KC Water staff performing hydraulic model network updates in Middle Blue River basin and Lower Blue River As-built update and supporting identification of manholes and diversion structures for field survey.

302 SYSTEMWIDE HYDRAULIC MODEL MAINTENANCE AND MANAGEMENT

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

In addition to model updates, this subtask includes assessing the impact on the existing conditions and future conditions (85% capture) systemwide models at the completion of

projects utilizing available post-construction performance data and the updated hydraulic models. This task is necessary to maintain the existing and future conditions systemwide model to support demonstration the City’s achievement of Consent Decree 2024 interim milestone performance criteria.

This includes the following subtask:

- a. The system-wide existing conditions hydraulic model will be run one time in FY24 to demonstrate current CSO volumes and percent capture using the Typical Year design storm. Maintain system-wide existing conditions model as needed to reflect individual basin and project specific model enhancements based on collection system characterization, sewer main extensions, and projects completed to-date within individual basins and/or subbasins. Incorporate into the system-wide existing conditions model the basin model updates for Middle Blue River and Blue River Central basins as performed under subtask 302.c. below; and with the project specific post-construction model updates performed under subtask 301g. Develop and submit a draft executive summary of system-wide existing conditions model maintenance and single-run results.
- b. The future conditions system-wide model for 2024 and 85% capture conditions will be run one time in FY24 to demonstrate current CSO volumes and percent capture using the Typical Year design storm. Maintain system-wide future conditions model as needed to reflect individual basin and project specific model enhancements based on collection system characterization, sewer main extensions, and projects completed to-date within individual basins and/or subbasins. Incorporate into the system-wide future conditions model the basin model updates for Turkey Creek, CID, Line Creek/Rock Creek Area 2, and Blue River South basins which were updated in the exiting conditions model in FY 23; and with the project specific post-construction and post-design model updates performed under subtask 301.f. above. Program Manager will review future conditions population projections and future collection system build out represented in the systemwide future conditions models. Program manager will review population projections provided from the 2016 wastewater master plan with 2020 Census data and propose potential updates. Program manager will meet twice with City Planning and Development Department staff to discuss areas of future build out and propose methodology for incorporating future build out into the future conditions 2035 and beyond models. Develop and submit a draft executive summary of system-wide future conditions model maintenance and single-run results.

303 TEMPORARY FLOW AND RAINFALL MONITORING SERVICES

Program Manager will maintain up to 92 short-term temporary and 2 long-term temporary monitors in 2023 along with 29 permanent flow monitors for up to two months in 2023. In June 2023, the Program Manager will transition 29 permanent meters to the Smart Sewer Sensor Network field services contract performed by others and contracted directed with KC Water. These monitoring services will obtain data for multiple uses: pre-construction and post-construction flow and rainfall data to support FY2024 SSP project implementation and performance validation; inflow and infiltration characterization; hydraulic model maintenance; green infrastructure project planning; and Consent Decree

compliance in accordance with post-construction flow monitoring performance criteria as stipulated in Appendix D of the Consent Decree. City will provide Program Manager with flow monitoring data collected by others under the City's Smart Sewer Sensor Network Maintenance and Field Services Project for approximately 20 monitoring locations in the Middle Blue River Basin and Blue River South Basins and 29 permanent meter locations for hydraulic model maintenance use and Consent Decree compliance.

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

- a.** Meter servicing, data collection, and reporting for 92 short-term temporary (120 days) and 2 long-term temporary (210 days). In the spring of 2024, Program Manager will install up to 100 temporary flow meters currently anticipated by Program Manager and service these meters for one month through April 30, 2024, to coincide with the end of the FY2024 contract service period. Flow meter maintenance for the remainder of the 2024 flow monitoring season will be performed under a subsequent future contract for FY2025 program management services. Program Manager will install up to ten (10) temporary rain gauges as currently identified by the Program Manager to obtain rainfall data during the 2024 flow monitoring period. Identification of the 2024 rain gauge and flow monitoring locations will be defined in the 2024 flow monitoring plan, as described in task 303.h. Program Manager will perform additional micrometer services to support the ongoing Mission Hills I&I reduction plan and the implementation of the Dykes Branch Relief Sewer Project. Metering will take place at two Mission Hills locations and four Dykes Branch locations for a 60-day period. Micrometering will be performed to isolate different flow patterns that are occurring within the system and to further detail the systems flow responses. The Dykes Branch locations will be used to validate the JCW flume data collected and flow responses along the interceptor collected in 2023 and 2024. The JCW flume flow data will be requested twice throughout the meter period for comparison to A/V data being collected.
- b.** Program Manager will monitor and coordinate the lease or purchase of equipment and supplies necessary for utilization of City-owned rain gauge and flow metering equipment. Program Manager will conduct flow monitoring efforts including rain gauge and flow meter site selection following Program protocols; mobilization, installation, maintenance, and real-time data quality monitoring; data collection, analysis, and reporting. Program Manager is responsible for quality assurance/quality control procedures to keep flow meters in working condition, meter uptime and obtaining reliable data to support the SSP needs. Program Manager will adhere to equipment manufacturer instructions in installing and maintaining the rain gauges and flow meters.
- c.** Program Manager will program rainfall and flow meters to record data at 5-minute intervals. In the case of equipment failure or loss due to theft, vandalism, or manhole surcharging and overflows, the Program Manager will restore proper operation of the equipment through either repair or installation of a backup unit within 48 hours of an identified failure or loss when possible. With prior approval from the City and demonstrated standard care provided for the City's owned equipment, Program

Manager will receive reimbursement for costs associated with the purchase of metering equipment to replace faulty or lost metering equipment. For budgeting purposes, Program Manager has assumed two (2) such events during the contract period.

- d. Program Manager will field monitor real-time data for meter performance and field service rain gauges and flow meters on a weekly (for rain gauges and short-term temporary meters), and bi-weekly (for long-term temporary flow meters,) basis to assure reliable flow meter performance. During each service visit, sensors will be cleaned if and as needed. On a weekly basis, Program Manager will review scatter graphs and hydrographs of flow, depth, and velocity to identify data gaps, zero velocities, or other anomalies. Program Manager will use flow monitoring equipment manufacturer's "Cipher" web-based service that City invested in to efficiently perform required monitoring to save program cost and to deliver reliable data.
- e. Program Manager will submit a Metering and Data Report to City within 90 calendar days following the conclusion of the flow-metering period for 2023. The report will be prepared in accordance with requirements of the Flow Metering and Data Analysis Protocol.
- f. Program Manager will provide monthly performance reports in accordance with the updated Flow Monitoring Protocol for all active flow meters including the following two KPIs: meter uptime and reliable data for intended uses, both expressed in terms of percentages. Program Manager flow monitors will be maintained in a manner that provides for a minimum of 90% uptime and with a minimum of 85% data reliability with documentation on variations in-situ sewer flow conditions and equipment malfunctioning between maintenance visits.

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

- g. Prepare a flow monitoring plan for Spring 2024 flow monitoring period to obtain pre-construction and post-construction flow and rainfall data to support SSP project implementation and post-construction performance assessment, Consent Decree compliance, and implementation of the Hydraulic Model Update Plan.

- h. Through a subcontract with Vieux and Associates, Program Manager will provide gauge adjusted radar rainfall (GARR) as end-of-month data and documentation of quality control and hydrometeorologist review for the May through October 2023 and March through April 2024. Continuous end of month GARR summary report documentation will be provided for events processed. Data sources, methodology, results, and statistical characterization will accompany the data. GARR data will be produced in gridded format (1x1 km) and at 5-min intervals. Coverage will consist of approximately 320 square miles as pixels and weighted basin averages. Approximately 75 rain gauges will be included in the analysis. Subconsultant hydrometeorologists will monitor and adjust Z-R relationships as needed. Hydrometeorological rain gauge performance will be monitored after rainfall with clogged and poorly performing gauges being excluded from NRT GARR until improvement is detected.

304 RAINFALL AND FLOW DATA ANALYSES

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

- a. Perform analysis of flow meter data to support modeling and system analyses on up to 134 flow meter locations consisting of SSP team temporary and permanent flow meters and KC Water Smart Sewer Sensor Network permanent meters. Flow analysis will be conducted in accordance with the Flow Metering and Data Analysis Protocol (latest version). Tables of the flow analysis results will be prepared and submitted to City.

305 MANHOLE SURVEY PLANS

Program Manager will assist the City in developing a manhole and diversion structure survey plans for the Round Grove and Middle Blue River basins. These plans will be for updating of the City's existing core hydraulic model connectivity, confirm manhole and diversion structure representations, support of the extension of the hydraulic model to critical areas, and enhancement of the existing physical system data in the hydraulic model. These field survey plans and survey data review are necessary to collect data prior to model updates in FY 25.

D. TASK SERIES 400 – PROJECT DELIVERY

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

The Program Manager will coordinate project delivery and lead an integrated project delivery team of Program Management team staff and KC Water Staff in the implementation of SSP projects during design and construction phases. Below are specific project delivery tasks to be performed by Program Manager during the service period.

Program Manager will provide additional project delivery services as requested by KC Water and mutually agreed upon as Optional Services.

401 DESIGN ADMINISTRATION MANAGEMENT

Program Manager will provide Design Administration Management services to City for SSP projects. Program Manager's Design Administration Manager (DAM) will be responsible for guiding, directing, and promoting best management practices to the PMs assigned to manage each SSP project during predesign, design, and bid phases. The Design Administration Manager's responsibilities include the following:

a. During Pre-Design Phase:

- Support Project Managers (PMs) with the preparation of RFQ/P documents and/or scope of services for FY2024 SSP projects listed below.
 - i. OK Creek Additional In-line Storage Gates or Bending Weirs
 - ii. Brush Creek Additional Control Measures to Eliminate Constructed SSO
 - iii. Sewer Separation: West Bottoms Santa Fe Phase 1 (Somera Road Development)
 - iv. Annual Sewer Rehabilitation - Santa Fe Sewer Rehabilitation Phase 2 Design/Build
 - v. Annual Sewer Rehabilitation - Waterways – Stream Crossing Inspections
- Support PMs with preparing agenda and presentation materials for pre-proposal meetings and attend meetings to provide technical assistance. Interpret the RFQ/P documents and develop addenda as may be required during the advertisement period.
- Support PMs during scope of work and engineering fee negotiations with Design Professionals (DPs), contract document development review, and ordinance development.
- Support PMs in development of City Council meeting presentation materials.
- Participate in coordination meetings with City staff and Program Management Team's Planning and Assessment group as needed to review on-going adaptive management planning and hydraulic modeling activities and discuss project concept development efforts for changes to a planned control measure or alternative control measure. Assist City in the development of project control measure concepts, preliminary planning-level project budgets, system characterization and/or flow monitoring data collection and performance analysis needs, and preliminary project implementation schedules for each alternative control measure.

b. During Design and Bid Phases:

- Address technical issues and potential risk exposures to City and provide input and guidance to PMs on technical solutions and potential risk mitigation measures, and requirements to meet Consent Decree performance criteria.
- Participate in DP progress meetings and monitor the mitigation of project risks as they arise and assist PM initiate mitigation actions with DP.

- Provide direction and quality control review of Project Manuals prepared by PMs, contract administration staff and DP prior to advertisement.
- Review work products and deliverables submitted by DPs and provide review comments as needed for DP to achieve City project performance requirements and construction standards.
- Confirm whether the designed control measures are expected to meet Consent Decree performance requirements.
- Support the City in preparing for pre-bid meetings and participate in pre-bid meetings as needed.
- Evaluate changes in project scope, schedule, budget, and potential risk exposure to City that may result in contract amendments and DP's use of available optional services funds and make recommendation for necessary actions.
- Lead quality assurance and quality control efforts on the program's design projects, monitoring compliance with the program's quality control and quality assurance processes, procedures, and reference documents.
- Perform quality control review of DP construction documents and addendums to bidding documents prepared by DPs or PMs prior to being submitted to City for review and approval, as needed.
- Perform quality control review of DP's bid recommendation prior to being submitted to City for acceptance, as needed.
- Perform quality control reviews of project conformed contract documents and coordinate with PM any necessary follow-up actions with DP.
- Respond to Utility Notices in accordance with the Public Works standard protocol, as needed.
- Participate in public outreach activities including project meetings/workshops and conduct necessary follow-through actions.
- Support PMs in scope and fee negotiations with selected DP for Construction Phase Services (CPS). Support KC Water with review and approval of resident project representative(s) qualifications proposed by DP and make necessary recommendation to KC Water regarding having acceptable qualifications and experience.
- Assist KC Water with developing and executing ordinance documents for both DP and construction contracts, including Docket Memo and Ordinance.
- Assist PMs in development of City Council meeting presentation materials for ordinances for the contracting of DP construction phase services and construction contractor contracts.
- Support PMs in collaborating with Program Management Team in the evaluation of potential opportunities to integrate green infrastructure into each SSP project during the pre-design and design phases of project implementation.
- Assist project managers in providing timely responses to 311 inquiries related to the SSP projects during design and bid phase.
- Assist City in reviewing monthly progress reports and invoices from DPs on each project during design and bid phase.

- Guide, monitor, and support PMs efforts to manage the scope, schedule, budget, and potential risk exposure of each SSP project during the pre-design, design, and bid phases of each project. Coordinate with Project Managers at least monthly to have them update their PSRs and risk registers for each assigned project to accurately represent the status of the scope of work, schedule, budget, and potential risk exposure for each project contract. Support PM with monitoring and tracking the delivery of projects on time, within scope, and within the established budget while seeking to identify and mitigate potential risk exposures throughout the design and bid phase.
- Guide, monitor, and support PMs efforts to identify and mitigate the City's potential risk exposure and document action items within a project risk register and PMs project status reports, and monitor PM's follow through. Identify potential risks related to the execution of project design and construction contracts and assist PM and DP with identifying viable risk mitigation strategies. Monitor the PM's development and maintenance of project risk register and associated cost contingencies for design and construction risk exposures. Support PM's and DP's risk mitigation efforts as requested by KC Water.

402 PROJECT MANAGEMENT SERVICES

Program Manager will provide project management services to manage SSP projects as requested by the City. Program Manager's team staff, including M/WBE team members, will be assigned to serve as the City's PM on projects and be the primary point of contact on behalf of City to interface directly with DPs and construction Contractors that are contracted directly with the City. These PMs will be responsible for leading and managing delivery for each assigned project by providing the following project management services:

a. During Preliminary and Detailed Design Phases:

- Monitor and facilitate activities being conducted by DP by proactively planning and engaging appropriate available resources at the right time during design phase, including City, Program Management Team, DP, and other project stakeholders to effectively implement the project by monitoring DP design services and work progress, and managing project controls, public outreach and engagement, City real estate and easement acquisition, and asset data acquisition and processing. Follow Smart Sewer Program processes and procedures and utilize SSP contract administration templates and workflows, and City technical specifications and construction standards.
- Conduct monthly project progress meetings with DPs and Contractors and attend public meetings.
- Monitor the status of project scope, schedule, budget, and City's potential risk exposure throughout the duration of the project and document status by maintaining up-to-date project risk registers and project status reports. Identify and seek to mitigate the City's potential risk exposure and document action items within a

project risk register and PMs project status reports. Monitor the project risks as they arise and take necessary mitigation actions with DP in a timely manner.

- Coordinate field investigation data submittals for delivery to DPs as applicable.
- Review DP work products and deliverables and confirm compliance with requirements defined in the DP's contract. Provide technical review comments related to the design documents and consolidate with comments from SSP team and other KC Water staff for DP's consideration.
- Participate in constructability reviews and plan-in-hand field walk-throughs led by the DP for new SSP construction projects to confirm the designs are constructable.
- Review opinions of probable construction cost prepared by DP and submit review comments to DP.
- Evaluate potential changes to project scope of work, including project schedule and construction cost impacts and adjustments to DP's compensation, and recommend scope changes to Program Management Team Design Administration Manager and KC Water.
- Review monthly progress reports and invoices submitted by DP for each project and provide review comments to DP, Program Management Team Design Administration Manager, and KC Water, as appropriate.
- Identify City's action items and coordinate these work activities to achieve timely completion to meet City's contractual obligations and enable the efficient progression of DP services.
- Participate in monthly Project Status Report (PSR) review meetings with Program Management Team Design Administration Manager. For each project, discuss the status of work scope, schedule, and budget, action items for completion by City, potential risk exposures and mitigation action items, and current DP work activities.
- During project bid advertisement, manage, and coordinate bid phase activities for each assigned project, including project advertisement, pre-bid meeting, bid opening, bid evaluation and recommendation of award, and City ordinance development.
- Review and coordinate the development of conformed construction contract documents for execution by Contractor and the City.
- Assist the City in providing timely responses to 311 inquiries related to the SSP projects.

b. Construction Phase:

- Monitor and facilitate activities being conducted by DPs and Contractors by proactively planning and engaging appropriate resources at the right time during construction phase including City, Program Management Team, DP, and other project stakeholders to effectively implement the project by monitoring DP construction phase services and contractor work progress and managing project controls and public outreach and stakeholder engagement. Manage and coordinate the City's construction administration activities. Follow SSP project delivery processes and procedures.
- Collaborate with DP and Contractor to conduct a pre-construction meeting.

- Monitor project scope, schedule, budget, and City's potential risk exposure throughout construction phase and document status by maintaining up-to-date project risk registers and monthly project status reports. Support Field Operations Manager (FOM) and Construction Administration Manager (CAM) efforts to identify and mitigate the City's potential risk exposure and document action items within a project risk register and PM's project status reports.
- Attend Contractor monthly progress meetings and public meetings for each assigned project.
- Based on construction scope of work changes provided by CAM to resolve construction issues, coordinate the development, review and execution of construction change documentation with DP, Resident Project Representative (RPR), CAM, FOM, and Contractor for proper and timely execution of the work in accordance with the construction contract documents.
- Participate in monthly PSR review meetings with CAM and FOM. For each project, discuss the status of work scope, schedule, and budget, action items for completion by City, potential risk exposures and mitigation action items, and current work activities.
- Assist the City in providing timely responses to 311 inquiries related to the SSP projects.
- Assist the CAM, FOM, and DP with documenting and processing work changes to resolve construction issues in a timely manner.
- Participate in quarterly data health check reviews and confirm timely work order closure and reconciliation related to project closeout.

403 CONSTRUCTION ADMINISTRATION MANAGEMENT

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

Provide oversight of PMs responsible for monitoring and managing established project scopes, schedules, and budgets, and the City's risk exposure for each project to help City achieve cost, schedule, quality, and performance objectives. Facilitate the timely resolution of construction related issues that arise working collaboratively with RPR, FOMs and Contractor, and coordinate with PM and DP when work changes to original design documents are required.

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

Continue the use of the City's web-based document management system by Program Management Team, City Staff, RPRs, DPs and Contractors on new and existing construction projects.

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

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

- a.** Provide CAM services to provide guidance, direction, and recommendations for effective project management and construction monitoring to PMs and FOMs during construction of each project. Coordinate with Project Managers at least monthly to have them update their PSRs and risk registers for each assigned project to accurately represent the status of the scope of work, schedule, budget, and potential risk exposure for each project contract.
- b.** Oversee transition of PM oversight from the Design Administration Manager to the Construction Administration Manager (CAM) and Field Operations Manager (FOM).
- c.** Guide, monitor, and support PMs assigned to manage project scope, schedule, and budget, and monitor potential risk exposure of each SSP project during the construction phase of each project. Monitor, track, and support the delivery of projects on time, within scope, and within the established budget while seeking to identify and mitigate potential risk exposures throughout construction.
- d.** Guide FOMs and PMs on identifying City's potential risk exposure and documenting mitigation action items within a project risk register and PMs project status reports, and monitor FOM and PM's follow through. Identify potential risks related to delivery of construction projects and support FOM and PM as needed to identify viable risk mitigation strategies during construction. Monitor the FOM's and PM's development and maintenance of risk register and associated cost contingencies for construction risk exposures. Support risk mitigation efforts by FOM, PM, and RPR as requested by KC Water.
- e.** Assist PM and FOM in providing timely responses to 311 inquiries related to the SSP projects during construction.
- f.** Coordinate with FOMs to monitor the performance of RPR Services provided by DPs. Support the DP's RPR in confirming that the Contractor's work is completed in accordance with the Construction Contract Documents. Assist PMs and KC Water with

- evaluation of the qualifications of lead RPRs proposed by DPs and address performance issues.
- g.** Participate in a preconstruction meeting with the Contractor, RPR, PM, and DP for each SSP project. Support PM in developing preconstruction conference agenda, review meeting materials and assist PM in conducting preconstruction meeting.
 - h.** Support FOM in the review of DP's review comments related to the Contractor's initial baseline construction schedule and monthly schedule updates. Review will be for general conformity to the requirements for scheduling defined in the construction contract documents. PM will provide review comments from CAM and FOM related to each schedule submittal to DP to submit accepted comments to Contractor.
 - i.** Support FOM in the review of DP's review comments related to the Contractor's schedule of values for each project.
 - j.** Support FOMs in the review of RPR's review comments related to Contractor's monthly pay applications.
 - k.** If requested, participate in monthly Contractor progress meetings for projects under construction and periodic coordination meetings initiated by the Contractor, RPR, or PM.
 - l.** Coordinate with FOM, and PM in the development of allowance authorizations, work change directives, and change orders.
 - m.** Coordinate with FOM and RPR in the development of formal correspondence to Contractor including notification of defective work or punch list work not completed per the construction contract documents and responses to Contractor claims.
 - n.** Work collaboratively with FOMRPR, and the construction Contractor to resolve construction issues in a timely manner. Address defective work identified by RPR following established construction administration procedures.
 - o.** Coordinate with FOM and RPR to evaluate and manage changes to construction scope of work, including schedule and construction cost impacts, Contractor claims, work change directives, and change orders. Seek input and support from PM as needed. Recommend changes to KC Water and once recommendation is accepted or direction is given by KC Water leadership, CAM will coordinate with City's PM to document and process change resolution. Provide technical, schedule, and change order resolution support services.
 - p.** Support PMs with review of record drawings submitted by DP and/or Contractor.
 - q.** Assist PMs in project closeout and quarterly data health check efforts to achieve timely completion.
 - r.** Provide review comments and recommendations regarding approval of Contractor's request for Achievement of Full Operation and Final Completion to KC Water management.

404 FIELD OPERATIONS MANAGERS

Program Manager will provide up to two full-time Field Operations Managers to monitor the performance of Resident Project Representatives on SSP Projects and assist the RPR and City with the resolution of construction issues that may arise on SSP projects. The FOMs will serve as a field resource to the PMs and CAM to assist with the review of Contractor pay applications, evaluate work change directives and change orders, assist CAM and RPR with resolving field construction issues, and evaluating Contractor claims and work change directives. FOMs will also monitor the performance of the DP's RPRs and verify they understand their roles and responsibilities as defined in the Design Professional's DPS Agreement and the SSP RPR Reference Manual, and are performing them to the City's satisfaction by focusing on the following items:

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

The FOMs will conduct weekly SSP project site visits with the lead RPR on each project to observe construction progress and discuss the status of resolving known construction issues, the RPR's construction oversight and interaction with Contractors, the completed construction for general compliance with the City requirements specified in the construction contract documents, the RPR's record maintenance and on-sight document management practices and other RPR services defined in the DP's Design Professional Services Agreement for construction phase services. FOM will participate in monthly PSR meetings with the CAM and PM to discuss the current status of project construction and review project controls and monthly PM PSR.

405 PROJECT DELIVERY COORDINATION

Program Manager will provide a Project Delivery Task Leader to monitor and support DAM and CAM services and to establish and implement a project manager skills development and mentoring program. Task Leader's responsibilities include the following:

a. Overall Project Delivery Coordination

- Support monthly project status review meeting efforts by DAM and CAM with PMs focusing on monitoring key project delivery performance metrics related to design and construction contract scope, schedule, budget, and risk management.
- Establish a PM skills development and coaching program focused on developing and building KC Water PM knowledge base, and/skills and building competence/capacity to in successfully delivering projects according to KC Water expectations/through predesign, design, bid advertise and construction phases. When PMs are assigned SSP projects for the first time, conduct an on-boarding assessment to review the project delivery competency of each assigned SSP PM and collaborate with those/each PMs to formulate an on individualized development plans. Each PM will meet with the Project Delivery Task Lead and DAM or CAM (based on the phase of the assigned project) to review assessment results and mutually identify opportunities to further develop knowledge and skills in relevant areas. The development plan will leverage SSP tools and procedures contained in the various SSP PM Handbook project delivery modules (based on their current and upcoming assignments) as well as on-the-job opportunities to demonstrate competency. The development opportunities will be captured in an individualized PM development plan that directly contributes to PM seeking PMI Certification. Meet with each PM regularly to reassess their development plan progress and update with additional opportunities.
- Prepare materials and conduct meetings with all PMs to review project manager responsibilities, best practices and necessary skills related to competency areas.

b. Fee and Construction Cost Tracking:

- Program Manager will update the spreadsheet file based on negotiated fees with DPs and construction bid information received for these projects, including approximate cost for various elements of DP's services and construction unit cost information. Confirm final DP costs for the SSP project types listed below, including authorized Optional Services and DPS and CPS agreement amendments for cost tracking. Maintain a spreadsheet file of DP engineering fee and construction bid unit price and lump sum information on the following project types:
 - i. Neighborhood Sewer Rehabilitation
 - ii. I/I Reduction projects
 - iii. Sewer Separation Projects
 - iv. Green Infrastructure Projects

c. Project Manager Support

- During Construction Phase, assist PMs with reviewing monthly progress reports and invoices from DPs on each project.
- Assist PMs with monitoring DP's delivery of project design and bid phase services and construction phase administrative support services to achieve City project critical success factors within contracted budgets and schedules.

E. TASK SERIES 500 – PRIVATE INFLOW REDUCTION IMPLEMENTATION

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

501 PRIVATE INFLOW REDUCTION IMPLEMENTATION

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

- a. Assist KC Water with training of DP field inspection crews and plumbing Contractors to properly engage property owners invited to voluntarily participate in the program. Quantify presumed and/or post-construction measured private inflow reduction benefits for completed disconnection work.
- b. Serve as the City's Project Manager for each of the three DPs selected by City to perform building evaluations and coordinate disconnection work completed by plumbing Contractors. Coordinate with DPs to report, monitor, and track program progress and key performance metrics, and assist City with the renewal of DP agreements. Coordinate with DPs on work planning and sequencing of work areas, reviewing and processing of DP's pay applications, and provide project management services, including the evaluation of optional services requests submitted by DPs. Coordinate with the plumbing Contractors to renew their contracts with the City as needed and review and process their pay applications. Assist in providing responses to customer inquiries and coordinate with DPs to address issues.
- c. Program Manager will coordinate with DPs to obtain City's execution of Property Owner Agreements. Program Manager will coordinate with DPs and plumbing Contractors to address site specific "non-standard" inflow source disconnection issues that are identified prior to or during plumbing disconnection work. Program Manager will rely upon DPs to evaluate cost-effectiveness of Supplemental Task Orders submitted by DPs directly to KC Water Services.

- d. Coordinate with DPs to confirm the City’s M/WBE plumbing Contractor participation goals are being met. Program Manager will monitor and assess work performance and quality and resource capacity of all M/WBE plumbing Contractors participating in program to achieve the established programmatic goals.
- e. Monitor disconnection work assigned to each plumbing Contractor by DPs to achieve effective utilization of their available repair capacity within the value of their contract maximum upper limit while meeting established performance requirements for satisfactory plumbing disconnection work.

502 DEVELOP KOTR PROGRAM CONTINUATION PLAN

Program Manager will develop a plan with recommendations for KC Water to self-perform long-term management of the Keep Out the Rain (KOTR) program upon completion of the currently planned project areas. Continued reduction of private inflows into the public sanitary sewer system will be necessary to maintain the targeted level of service in the separate sewer systems. This plan will include DP and plumber contracting options and long-term program funding needs for the City’s consideration.

F. TASK SERIES 600 – GREEN INFRASTRUCTURE IMPLEMENTATION

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

601 GREEN INFRASTRUCTURE PROGRAM MANAGEMENT

Program Manager will assist City with continued implementation of green infrastructure. This effort includes assisting the City as requested in supporting and participating in the following efforts:

- a. Green Infrastructure Implementation Support: Program Manager will assist City with programmatic planning and coordinating the implementation of green infrastructure throughout the combined sewer system. Program Manager will assist City in coordinating green infrastructure opportunity requests for current and planned projects by others including coordination meetings with other City departments at the request of KC Water. Provide support for KC Water Stormwater Division staff as requested. For budgeting purposes, the Program Manager will provide up to 200 hours of effort.
- b. Green Space Maintenance Program Administration: Program Manager will serve as the City’s interim Project Manager for the green infrastructure maintenance contractors selected by City and the Green Stewards program contracted directly with City to perform regular and proactive maintenance of KC Water’s established green infrastructure assets. Program Manager will coordinate with City inspection staff and contractors to report, monitor, and track program progress. Program Manager will provide a Field Operations Manager to support City inspection staff with confirming the maintenance contractors’ performance meets the City’s level of service

expectations for each green infrastructure site. Field Operations Manager will work with City inspection staff to coordinate KC Water Green Solutions crew responsibilities at green infrastructure sites.

- c. Program Manager will assist KC Water with the development and implementation of a long-term green infrastructure maintenance program which will be based on KC Water's prequalification of M/WBE/SLBE landscape maintenance firms that would contract directly with the City and/or as a subcontractor to an existing KC Water landscape maintenance contractor to maintain green infrastructure at assigned KC Water sites. Assist City in developing contractor prequalification RFQ/P documents, conduct program introductory meeting and a preproposal meeting, evaluate contractor qualifications, solicit, and evaluate contractor pricing for various green infrastructure facility types, prequalify contractors and develop facility service agreements for each prequalified M/WBE/SLBE landscape firm. Assign maintenance of individual sites to each firm based on their available capacity and experience.
- d. Green Infrastructure CSS Ordinance Development: Program Manager will continue to assist City with the development of a City Code ordinance for green infrastructure implementation in the combined sewer system. Task includes review existing code of ordinances and technical memorandums related to stormwater management, updates to the previously drafted green infrastructure ordinance, and development of draft technical supplement to AWP 5600 for stormwater management in the combined sewer area. Program Manager will facilitate up to 10 meetings and review coordination between KC Water and other City departments including Public Works, City Planning and Development, and Legal. Program Manager will develop an outreach plan to educate and engage the development community in the ordinance development process. Program Manager will facilitate up to three (3) meetings with the development community. Program Manager will assist KC Water with preparing presentations for final ordinance adoption by City Council.
- e. Green Stewards Project Management: Program Manager will provide project management services to manage the City's Green Stewards program. Program Manager's team staff will be assigned to serve as the City's PM on projects and be the primary point of contact on behalf of City to interface directly with non-profit that is contracted directly with the City. PM will be responsible for leading and managing delivery for each assigned project.

602 GREEN INFRASTRUCTURE TRAINING

- a. GSI Manual Training: Program Manager will update existing recorded trainings for the GSI Manual Introduction and SpecsIntact training contained on the City website to coordinate with 2022 updates to the GSI Manual.
- b. GSI Ordinance Post Adoption Support: Program Manager will assist City in outreach and educational efforts related to the newly adopted green infrastructure ordinance. Support will include development of educational and training material for up to three (3) workshops to assist City staff and developers get familiarized with the expectations of the new policy and streamline the design and review process.

- c. GSI Story Map Update: Program Manager will review content from GSI Story Map developed in 2018 and revise to align with current messaging and technical content in the 2022 updated GSI Manual.

603 GREEN INFRASTRUCTURE OPPORTUNITY PLANNING

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

- a. Assist City in evaluating the potential effectiveness of integrating green infrastructure on city property and land bank parcels in the combined sewer system upon request. Program Manager will provide desktop assessment of green infrastructure effectiveness on stormwater management and potential combined sewer overflow reduction as requested by KC Water.

III. OPTIONAL SERVICES

Under this Contract, the City may request the Program Manager to provide a wide range of staff resources to supplement and support City Staff with utility operations and implementation of the City's Infrastructure Programs. Any work requested by City that is not specifically stated in one of the Basic Scope of Services listed above, or work requested beyond the quantity defined in the Basic Scope of Services will be classified as Optional Services. Program Manager's contract maximum upper limit for compensation includes a total allowance amount of \$130,000.00 for Optional Services not yet authorized by City that may be required throughout the course of the work. This allowance amount shall not be utilized by Program Manager unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Program Manager approved to utilize any of the allowance amount, unless the City provides written authorization to Program Manager that includes the scope of work and for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Anticipated Optional Services may include, but not limited to:

Task Series 100 Programmatic Activities:

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

- Mission Hills Conceptual Design Support. Program manager will prepare associated documentation; conduct periodic review of Design Professional's proposed SSO control measures and evaluate their effectiveness in achieving targeted level of service.
- b. Related to Task 103 – Consent Decree Compliance and Reporting:
- Supporting the City with development of the Sewer Extension Report.
- c. Related to Task 104 – Program and Project Controls. Further the on-going development of the SSP Dashboard to achieve the following goals:
- Report on chosen KPI's for each of the SSP service lanes.
 - Add Green Infrastructure Monitoring Data Dashboard.
 - Track and Report on SSP MBE/WBE goals and actual utilization with data support from CREO KC B2G database.
- d. Related to Task 105 - Public Communications and Outreach:
- Assist the City's Water Quality Education team with development of educational resources to support execution of K-12 programs, outreach to teachers and other educators, and water quality lessons.
 - Develop and implement a contractor outreach program to increase competitive bidding.

Task Series 200 Asset Management:

- a. Related to Task 203 – Document Management Systems:
- Assist City Staff in the creation, upkeep, and storage of training materials specific to e-Builder processes and system usage. Training materials may include recorded training sessions or Q&A sessions compiled into MP4 files, process walkthrough videos engaging City and Program staff compiled into MP4 files, and PDF guides with screenshots and written instructions to compliment the material found in the videos.
- b. Related to Task 204 – Annual Sewer Rehabilitation Support:
- Conducting sewer stream crossing inspections consisting of external and/or internal condition assessments.
 - Perform alignment walks for low-priority force mains.
 - ASR - Large Diameter Sewers (Gravity Mains 48-inch diameter and larger) - Develop System Characterization/Manhole Inspection (SC/MHI) packages and CCTV inspection packages for additional large diameter sewers and manholes.

Task Series 300 System Planning and Assessment:

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

- a. Related to Task 301 – Systemwide Planning and Hydraulic Assessment:
 - Assist City with the hydraulic model screening of basin green infrastructure opportunities and diversion structure performance in one CSS basin selected by City. Assist City with implementing strategies and tactics for an enhanced adaptive management framework including Combined Sewer Overflow (CSO) solution optimization in one basin with cost-effective alternatives integrating green infrastructure for stormwater management, realization of enhanced existing system storage/conveyance potential through real-time flow controls, and near surface storage/conveyance, or a combination thereof.
- b. Related to Task 302 – Systemwide Hydraulic Model Maintenance and Management:
 - The FY25 Model Update Plan. Assist City with development of System Wide Hydraulic Model Update Plan to define priority model update activities to be performed in FY25.
- c. Related to Task 303 – Temporary Flow and Rainfall Monitoring Services:
 - Through a subcontract with Vieux and Associates, provide near real-time gauge adjusted radar rainfall (GARR) for the May through October 2023 and March through April 2024. Near-real-time (NRT) GARR will consist of automated quality checks of a merged product composed of radar and rain gauge measurements.
- d. Related to Task 305 - Manhole Survey Plans:
 - Streamline the integration between City’s GIS and collection system hydraulic models. Establish the primary source of collection system information and assist City with update of GIS to accurately represent the most reliable system data available.

Task Series 400 Project Delivery:

- Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.
- Resident Project Representative Services: Provide Resident Project Representative (RPR) services as required by the City to support Consent Decree Smart Sewer Projects and emergency repairs under the City-Wide Sewer Infrastructure Rehabilitation within Waterways project.

Task Series 500 Private Inflow Reduction Implementation:

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

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

Task Series 600 Green Infrastructure Implementation:

- a. Related to Task 604 - Green Infrastructure Programmatic Support:
- Green Infrastructure Partnership Program Framework. Development of a green infrastructure partnership program framework to provide a consistent and standardized application process for other City departments and private developers to apply for SSP partnership funding to include green infrastructure within their projects.
 - Green Infrastructure Monitoring Data Dashboard. Development of a digital database of the SSP collected green infrastructure monitoring data. This database will be developed in coordination with the City and SSP dashboard development team so the data can be easily accessed on SSP Dashboard.
 - Development of project summary reports for completed green infrastructure pilot projects and additional green infrastructure projects.
 - Green Infrastructure Basin Implementation Plan: Develop basin green infrastructure implementation plan for one combined sewer basin selected by City. Task Series 300 model results will be used to evaluate watershed level green infrastructure opportunities consistent with the Brush Creek and Town Fork Creek Green Infrastructure Basin Implementation Plan process. Hydraulic modeling results that identify priority diversion structures within each CSS basin to integrate green infrastructure opportunities to optimize overflow control measures will be further evaluated in each basin plan using defined processes.
 - Adaptive Management Plan Watershed Update: Complete updates to the 2018 Adaptive Management Plan to include the results of the new green infrastructure basin implementation plan for one CSS basin. Plan updates will include refining of green infrastructure opportunities listed in the original document to align with those identified in the new basin implementation plans. Plan update will be consistent in format and approach used for the FY 23 Adaptive Management Plan update to incorporate new Brush Creek and Town Fork Creek green infrastructure basin implementation plans. The new green infrastructure implementation plan for one CSS basin will be incorporated into the same Adaptive Management Plan Amendment document.
 - Brush/Town Fork Creek 2D Modeling: Develop 2-dimensional model of Town Fork Creek and Brush Creek basins to establish surface flooding and flow conditions in the two priority basins for CSO reduction. The 2D model will assist in evaluating stormwater management and flooding issues as they relate to the combined sewer system. The model will also be used to support ongoing Bi-State Brush Creek improvement efforts with USACE

IV. CITY'S RESPONSIBILITIES

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

- a.** Provide to Program Manager available information pertinent to performance of the defined Basic Scope of Services, including GIS shape files of collection system asset inventory, collection system maintenance records, previous reports, drawings, specifications, wastewater system O&M records and any other data relative thereto.
- b.** City will provide the services of at least one City employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- c.** Manage collection system sensor network field services contracted by KC Water with others and provide information and data to Program Manager to support model refinements and updates, and to support other SSP projects.
- d.** Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by Program Manager.
- e.** City will perform CCTV condition assessments of rehabilitated sewers during the correction period of SSP projects and identify defects to be corrected by Contractor.
- f.** City's PMs will be responsible for managing the scope, schedule, budget, and potential risk exposure of each assigned project for them under SSP and to perform project management activities within the Project Delivery Task framework for the SSP.
- g.** City will provide hydraulic modeling staff to support Task 303 network updates by Program Manager in Blue River South and CID basins and support Task 307 identification of manholes and diversion structures for survey, equivalent to approximately one-half FTE of support.
- h.** City will provide Program Manager with flow monitoring data collected by others under the City's Smart Sewer Network Field Services Contract for approximately 20 monitoring locations for hydraulic model maintenance use.
- i.** City will be responsible for maintenance and administration of City-provided project management system (e-Builder) and workflow planning, development and implementation of new e-Builder functionality, and training system users on the use of new functionality to meet SSP needs.
- j.** City will provide FOM services based on three construction projects per KC Water furnished FOM and will perform FOM activities the same as Program Manager's FOMs.

(End of Scope of Services)

ATTACHMENT C

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

DRAFT

Task Number	Task Description	Labor											Total Hours	Total Labor Billings
		17	16	15	14	13	12	11	10	9	8	BMI		
Task Series 100: Programmatic Activities														
101	Program Management and Administration	404	24	1,020	1,254	120	604	0	0	2,316	0	0	5,742	1,115,128
102	Procurement Contract Administration	30	0	6	384	0	1,944	0	0	240	0	0	2,604	474,648
103	Consent Decree Compliance Reporting	40	48	56	112	4	24	0	0	146	0	0	430	91,064
104	Program and Project Controls	12	0	12	1,192	0	1,458	0	0	0	0	2,430	5,104	802,966
105	Public Communications & Outreach	60	0	116	0	0	1,144	248	0	0	0	0	1,568	289,960
106	Smart Sewer Program University	16	8	16	40	8	28	0	0	16	0	0	132	29,900
107	Integration of Public Infrastructure	144	0	40	0	0	60	0	0	0	0	0	244	64,420
	100 Subtotal	706	80	1,266	2,982	132	5,262	248	0	2,718	0	2,430	15,824	2,868,086
Task Series 200: Asset Management														
201	Data Management Coordination	8	0	24	150	350	0	0	0	250	0	0	782	152,232
202	Asset Data Management	8	0	0	226	2,375	120	250	0	830	0	0	3,809	732,070
203	Document Management Systems	0	0	0	0	0	240	0	0	250	0	0	490	73,000
204	Annual Sewer Rehabilitation Support	0	0	0	334	440	0	884	0	348	300	300	2,606	428,488
205	Sewer Manhole Inspections	0	0	0	12	174	0	32	174	0	0	0	392	71,236
	200 Subtotal	16	0	24	722	3,339	360	1,166	174	1,678	300	300	8,079	1,457,026
Task Series 300: System Planning and Assessment														
301	System Planning & Hydraulic Assessment	48	430	48	820	40	210	40	0	40	0	0	1,676	415,084
302	Systemwide Hydraulic Model Maintenance & Mgmt	0	120	0	380	0	0	440	0	240	0	0	1,180	232,080
303	Temporary Flow and Rainfall Monitoring Services	20	0	0	120	1,010	0	0	328	1,436	0	0	2,914	478,748
304	Rainfall and Flow Data Analyses	0	0	0	0	152	0	0	0	268	0	0	420	65,760
305	Manhole Survey Plans	0	12	0	72	0	0	0	0	80	0	0	164	31,436
	300 Subtotal	68	562	48	1,392	1,202	210	480	328	2,064	0	0	6,354	1,223,108
Task Series 400: Project Delivery														
401	Design Administration Management	124	184	0	477	328	0	24	0	0	0	0	1,137	284,490
402	Project Management Services	444	195	0	104	748	416	416	0	0	0	0	2,323	517,531
403	Construction Administration Management	0	0	0	0	1,046	0	0	0	0	0	0	1,046	223,844
404	Field Operations Managers	0	0	0	0	3,501	0	0	0	0	0	0	3,501	749,285
405	Project Delivery Coordination	40	311	0	280	120	0	0	0	0	0	0	751	198,705
	400 Subtotal	608	690	0	861	5,743	416	440	0	0	0	0	8,758	1,973,856
Task Series 500: Private Inflow Reduction Implementation														
501	Private Inflow Reduction Implementation	26	104	52	52	0	0	1,040	1,040	0	0	0	2,314	389,688
502	Develop KOTR Program Continuation Plan	8	24	24	24	0	0	240	80	0	0	0	400	73,064
	500 Subtotal	34	128	76	76	0	0	1,280	1,120	0	0	0	2,714	462,752
Task Series 600: Green Infrastructure Implementation														
601	Green Infrastructure Program Management	68	192	200	40	672	20	0	350	540	0	0	2,082	406,324
602	Green Infrastructure Training	8	20	24	0	68	20	0	276	0	0	0	416	73,592
603	Green Infrastructure Opportunity Planning	8	12	0	0	20	0	0	40	60	0	0	140	23,556
	600 Subtotal	84	224	224	40	760	40	0	666	600	0	0	2,638	503,472
	Subtotal Task Series 100 - 600	1,516	1,684	1,638	6,073	11,176	6,288	3,614	2,288	7,060	300	2,730	44,367	8,488,300
	Optional services													
	Total FY24													

Task Number	Task Description	Subconsultants												Total Subconsultants
		3T-WBE/MBE (MBE)	Babette Macy-WBE	Dubois-MBE	HG-MBE	VIEUX	Lynchpin-WBE	Parson-MBE	SE3-MBE	T&B-MBE	Trekk-WBE	Limno-Tech	Vireo-WBE	
Task Series 100: Programmatic Activities														
101	Program Management and Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	Procurement Contract Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
103	Consent Decree Compliance Reporting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
104	Program and Project Controls	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,000	\$ -	\$ -	\$ 39,000
105	Public Communications & Outreach	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ 145,000	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261,000
106	Smart Sewer Program University	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
107	Integration of Public Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
	100 Subtotal	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ 150,000	\$ 159,000	\$ -	\$ -	\$ 39,000	\$ 15,000	\$ -	\$ 395,000
Task Series 200: Asset Management														
201	Data Management Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
202	Asset Data Management	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000
203	Document Management Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
204	Annual Sewer Rehabilitation Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
205	Sewer Manhole Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ 460,000	\$ -	\$ -	\$ -	\$ 492,000
	200 Subtotal	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 232,000	\$ 460,000	\$ -	\$ -	\$ -	\$ 967,000
Task Series 300: System Planning and Assessment														
301	System Planning & Hydraulic Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
302	Systemwide Hydraulic Model Maintenance & Mgmt	\$ -	\$ -	\$ 27,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,500
303	Temporary Flow and Rainfall Monitoring Services	\$ -	\$ -	\$ -	\$ -	\$ 67,000	\$ -	\$ -	\$ 225,200	\$ 13,700	\$ 311,500	\$ -	\$ -	\$ 661,400
304	Rainfall and Flow Data Analyses	\$ -	\$ -	\$ -	\$ 126,000	\$ -	\$ -	\$ -	\$ -	\$ 136,500	\$ -	\$ -	\$ -	\$ 281,400
305	Manhole Survey Plans	\$ -	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000
	300 Subtotal	\$ -	\$ -	\$ 38,500	\$ 126,000	\$ 67,000	\$ -	\$ -	\$ 225,200	\$ 150,200	\$ 311,500	\$ -	\$ -	\$ 1,036,300
Task Series 400: Project Delivery														
401	Design Administration Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402	Project Management Services	\$ -	\$ -	\$ -	\$ 193,500	\$ -	\$ -	\$ -	\$ 108,300	\$ 124,000	\$ -	\$ -	\$ 50,000	\$ 475,800
403	Construction Administration Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404	Field Operations Managers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405	Project Delivery Coordination	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 15,000	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 45,000
	400 Subtotal	\$ -	\$ -	\$ -	\$ 203,500	\$ -	\$ 15,000	\$ -	\$ 118,300	\$ 134,000	\$ -	\$ -	\$ 50,000	\$ 520,800
Task Series 500: Private Inflow Reduction Implementation														
501	Private Inflow Reduction Implementation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
502	Develop KOTR Program Continuation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	500 Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task Series 600: Green Infrastructure Implementation														
601	Green Infrastructure Program Management	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,000	\$ 128,000
602	Green Infrastructure Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800
603	Green Infrastructure Opportunity Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	600 Subtotal	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 5,000	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ 108,000	\$ 132,800
	Subtotal Task Series 100 - 600	\$ 275,000	\$ 47,000	\$ 38,500	\$ 329,500	\$ 67,000	\$ 170,000	\$ 163,800	\$ 343,500	\$ 516,200	\$ 810,500	\$ 15,000	\$ 158,000	\$ 3,051,900
	Optional services													
	Total FY24													

Task Number	Task Description	Summary Totals				Goals by Task			
		Total Labor Billings	Total Subconsultants	Direct Expenses	Total Costs	MBE	% of MBE Goal	WBE	% of WBE Goal
Task Series 100: Programmatic Activities									
101	Program Management and Administration	1,115,128	\$ -	\$ 37,210	\$ 1,152,338	\$ -		\$ -	
102	Procurement Contract Administration	474,648	\$ -	\$ 13,020	\$ 487,668	\$ -		\$ -	
103	Consent Decree Compliance Reporting	91,064	\$ 15,000	\$ 2,150	\$ 108,214	\$ -		\$ -	
104	Program and Project Controls	802,966	\$ 39,000	\$ 25,520	\$ 867,486	\$ -		\$ 39,000	
105	Public Communications & Outreach	289,960	\$ 261,000	\$ 12,840	\$ 563,800	\$ 84,000		\$ 177,000	
106	Smart Sewer Program University	29,900	\$ 5,000	\$ 660	\$ 35,560	\$ -		\$ 5,000	
107	Integration of Public Infrastructure	64,420	\$ 75,000	\$ 1,220	\$ 140,640	\$ 75,000		\$ -	
	100 Subtotal	2,868,086	\$ 395,000	\$ 92,620	\$ 3,355,706	\$ 159,000	9%	\$ 221,000	18%
Task Series 200: Asset Management									
201	Data Management Coordination	152,232	\$ -	\$ 3,910	\$ 156,142	\$ -		\$ -	
202	Asset Data Management	732,070	\$ 275,000	\$ 19,045	\$ 1,026,115	\$ 275,000		\$ -	
203	Document Management Systems	73,000	\$ -	\$ 52,450	\$ 125,450	\$ -		\$ -	
204	Annual Sewer Rehabilitation Support	428,488	\$ 200,000	\$ 13,030	\$ 641,518	\$ 200,000		\$ -	
205	Sewer Manhole Inspections	71,236	\$ 492,000	\$ 1,960	\$ 565,196	\$ 32,000		\$ 460,000	
	200 Subtotal	1,457,026	\$ 967,000	\$ 90,395	\$ 2,514,421	\$ 507,000	28%	\$ 460,000	38%
Task Series 300: System Planning and Assessment									
301	System Planning & Hydraulic Assessment	415,084	\$ 55,000	\$ 18,380	\$ 488,464	\$ 55,000		\$ -	
302	Systemwide Hydraulic Model Maintenance & Mgmt	232,080	\$ 27,500	\$ 5,900	\$ 265,480	\$ 27,500		\$ -	
303	Temporary Flow and Rainfall Monitoring Services	478,748	\$ 661,400	\$ 49,070	\$ 1,189,218	\$ 282,900		\$ 311,500	
304	Rainfall and Flow Data Analyses	65,760	\$ 281,400	\$ 2,100	\$ 349,260	\$ 281,400		\$ -	
305	Manhole Survey Plans	31,436	\$ 11,000	\$ 820	\$ 43,256	\$ 11,000		\$ -	
	300 Subtotal	1,223,108	\$ 1,036,300	\$ 76,270	\$ 2,335,678	\$ 657,800	37%	\$ 311,500	26%
Task Series 400: Project Delivery									
401	Design Administration Management	284,490	\$ -	\$ 5,685	\$ 290,175	\$ -		\$ -	
402	Project Management Services	517,531	\$ 475,800	\$ 11,617	\$ 1,004,948	\$ 425,800		\$ 50,000	
403	Construction Administration Management	223,844	\$ -	\$ 12,230	\$ 236,074	\$ -		\$ -	
404	Field Operations Managers	749,285	\$ -	\$ 31,507	\$ 780,792	\$ -		\$ -	
405	Project Delivery Coordination	198,705	\$ 45,000	\$ 4,753	\$ 248,459	\$ 30,000		\$ 15,000	
	400 Subtotal	1,973,856	\$ 520,800	\$ 65,792	\$ 2,560,447	\$ 455,800	25%	\$ 65,000	5%
Task Series 500: Private Inflow Reduction Implementation									
501	Private Inflow Reduction Implementation	389,688	\$ -	\$ 11,570	\$ 401,258	\$ -		\$ -	
502	Develop KOTR Program Continuation Plan	73,064	\$ -	\$ 2,000	\$ 75,064	\$ -		\$ -	
	500 Subtotal	462,752	\$ -	\$ 13,570	\$ 476,322	\$ -	0%	\$ -	0%
Task Series 600: Green Infrastructure Implementation									
601	Green Infrastructure Program Management	406,324	\$ 128,000	\$ 10,410	\$ 544,734	\$ -		\$ 128,000	
602	Green Infrastructure Training	73,592	\$ 4,800	\$ 2,080	\$ 80,472	\$ 4,800		\$ -	
603	Green Infrastructure Opportunity Planning	23,556	\$ -	\$ 700	\$ 24,256	\$ -		\$ -	
	600 Subtotal	503,472	\$ 132,800	\$ 13,190	\$ 649,462	\$ 4,800	0%	\$ 128,000	11%
	Subtotal Task Series 100 - 600	8,488,300	\$ 3,051,900	\$ 351,837	\$ 11,892,000	\$ 1,784,400	15%	\$ 1,185,500	10%
	Optional services				\$ 108,000				
	Total FY24				\$ 12,000,000	\$ 1,784,400	15%	\$ 1,185,500	10%

ATTACHMENT C

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

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

NOTES:

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

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