

Roof Inspection and Evaluation

**Bartle Hall
301 W 13th St.
Kansas City, Mo**



Prepared For: Dean Barrett Deputy Director
Kansas City Convention & Entertainment Facilities
City of Kansas City, MO
301 W 13 St. Suite # 100
Kansas City, MO 64105

Prepared By: Linn Fredlund
Cell: 816-797-5279
Email: linn@jroofinginc.com

200 NW Platte Valley Dr.
Riverside, MO 64150
Office: 816-587-6148
Fax: 816-746-6453



List of Roof Sections

Section	Sq. Ft.	System	Deck	Core	Condition Index	Grade	Remaining Life Years	Annual Repair Cost Estimate	Recommendation
A,B&C Hall	223,189	Mechanically attached	Metal	Reinforced EPDM, 1" Fiberboard, 1/2" Fiberboard, 2"EPS	Fair	D	2 to 4	\$2,500	Repair
D&E Halls	199,017	Mechanically attached	Metal	Reinforced EPDM, 1/2" Fiberboard 8"EPS	Fair	D	2 to 4	\$2,300	Repair
South Dock	21,094	Fully Adhered	Metal	Reinforced EPDM, 1/2" Fiberboard 8"EPS, 1/2" Securerock	Fair	D	2 to 4	\$1,100	Repair
West Dock	8,942	Fully Adhered	Metal	No Core Taken	Fair	D	2 to 4	\$900	Repair
Totals	452,242							\$6,800	

Grading Scale

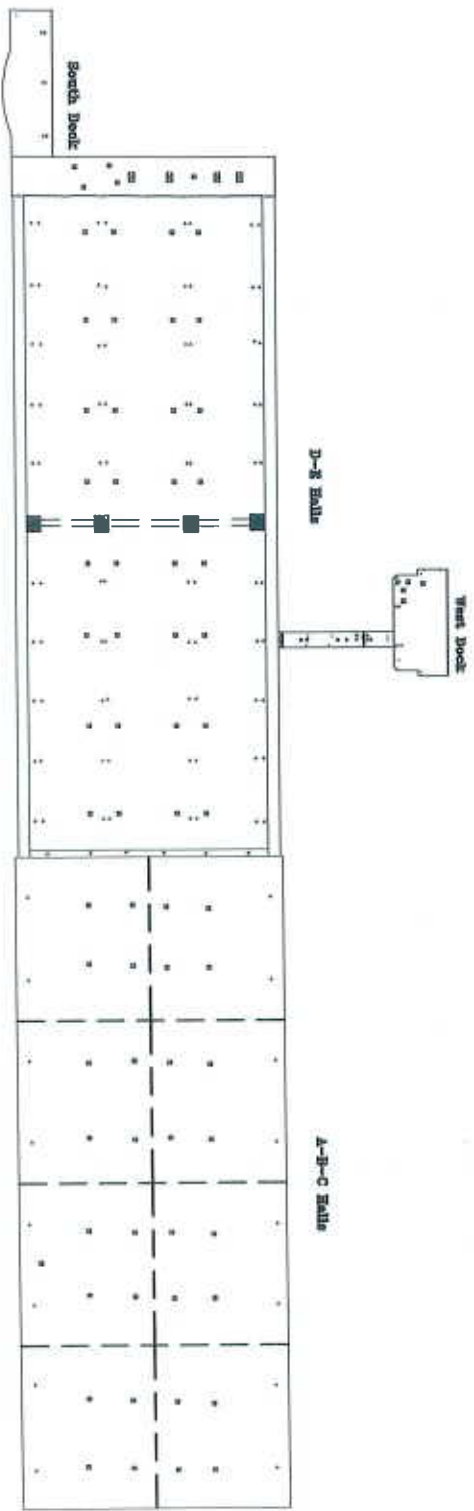
A - New roof or needing no work at this time

B - A newer roof that is less than 5 years old and has no leaks

C - A middle age roof that has had some maintenance prior to either warranty issues or 3rd party

D - A roof on the latter stages of its longevity and should be budgeted for replacement

F - Roof has failed, is leaking and needs to be replaced as soon as possible



- LEGEND
- ⊗ Drain
 - ⊠ Hatch
 - HVAC
 - ⊞ Curb
 - Pitch Pan
 - Scupper
 - Pipe

Bartle Hall
 301 W 13th St.
 Kansas City, Mo

Site Plan

TITLE		REV	
SIZE	PROJ. NO.		SHEET 1 OF 1
A	SCALE: NONE		

JR & Co.
 Roofing Contractors

DRAWN BY

RH

Roof Defects

- **Holes**– approximately four holes
- **Open Laps**– two
- **Split sealant**-all metal laps need resealed
- **Curling Brittle Edges**– Widespread-monitor

Budget Recommendations

We recommend that the roof be repaired to preserve the roof system until time for it to be replaced.

Estimated Immediate Repair Cost: \$900

Estimated Average Annual Maintenance Costs: \$2500

Roof Defects

- **Holes**– approximately two holes
- **Open Laps**– four open laps
- **Split sealant**-one location
- **Debris**-Multiple locations
- **Deteriorated Pavers**-Several

Budget Recommendations

We recommend that the roof be repaired to preserve the roof system until time for it to be replaced.

Estimated Immediate Repair Cost: \$600

Estimated Average Annual Maintenance Costs: \$1700

Roof Defects

- **Holes**– approximately three holes
- **Open Laps**– four open laps
- **Split sealant**-along adjoining wall with D&E Halls in surface mounted counter-flashing
- **Split Coverstrip**-one location
- **Loose Flashings**-One Area-monitor
- **Deteriorated Concrete Blocking**-Approximately 10
- **Debris**-Two locations

Budget Recommendations

We recommend that the roof be repaired to preserve the roof system until time for it to be replaced.

Estimated Immediate Repair Cost: \$800

Estimated Average Annual Maintenance Costs: \$2500

Roof Defects

- **Holes**– approximately three holes
- **Open Laps**– four open laps
- **Deteriorated Concrete Blocking**-Multiple Locations
- **Debris**-Several locations
- **Curling Brittle Edges**-Monitor
- **Split**– One

Budget Recommendations

We recommend that the roof be repaired to preserve the roof system until time for it to be replaced.

Estimated Immediate Repair Cost: \$800

Estimated Average Annual Maintenance Costs: \$1900

Overall Photos



Description:



Description:

Overall Photos



Description:



Description:

Defect Photos



Description: Curling and brittle edges



Description: Open Lap

Defect Photos

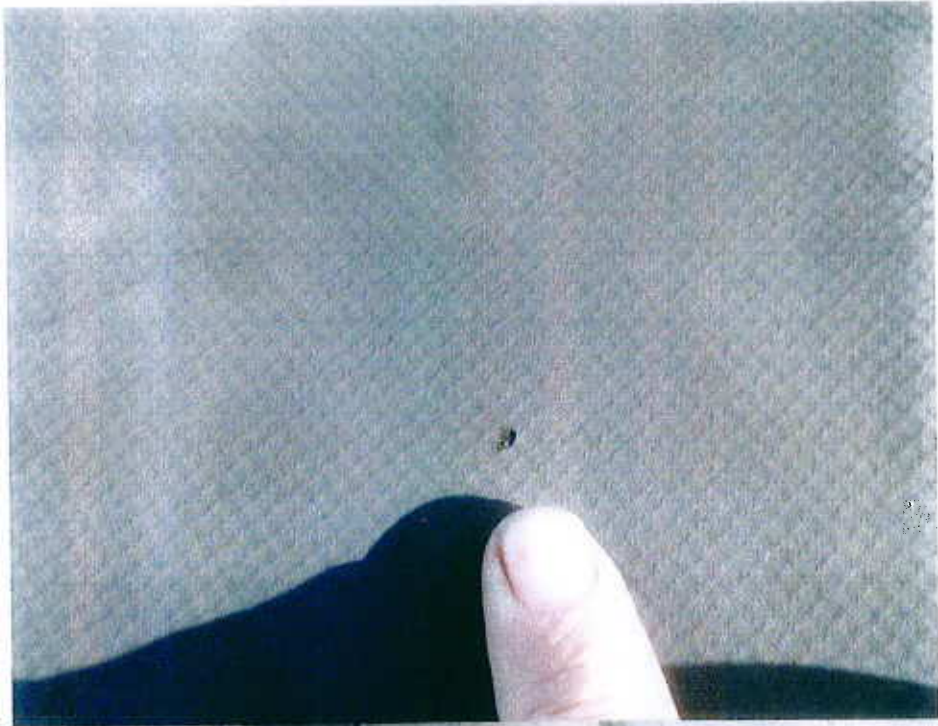


Description: Split sealant



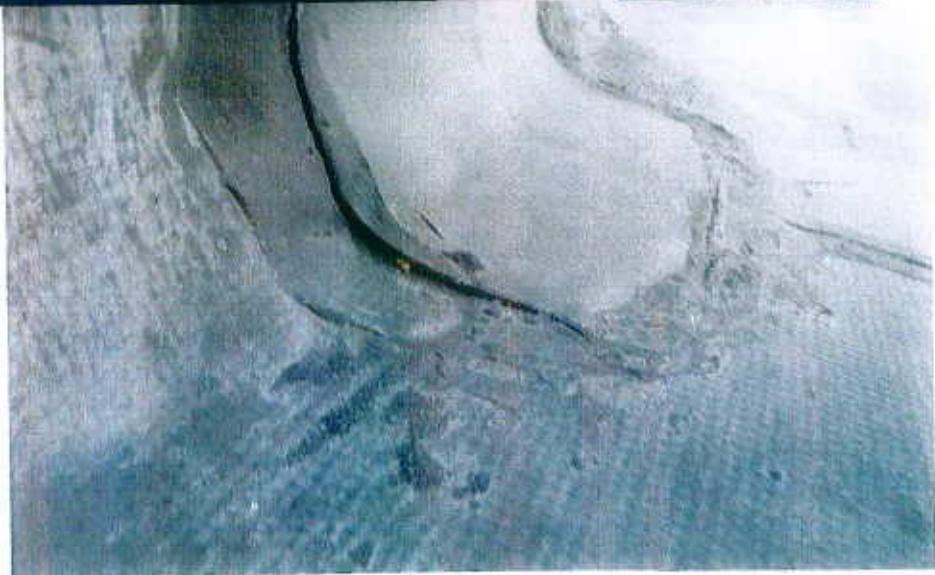
Description: Open Joint in metal

Defect Photos



De-
in the

Description: Hole
Membrane



Description: Open Lap

Defect Photos



Description: Failed Coverstrip



Description: Previous Repairs

Overall Photos



Description:



Description:

Overall Photos



Description:



Description:

Defect Photos



Description: Cut

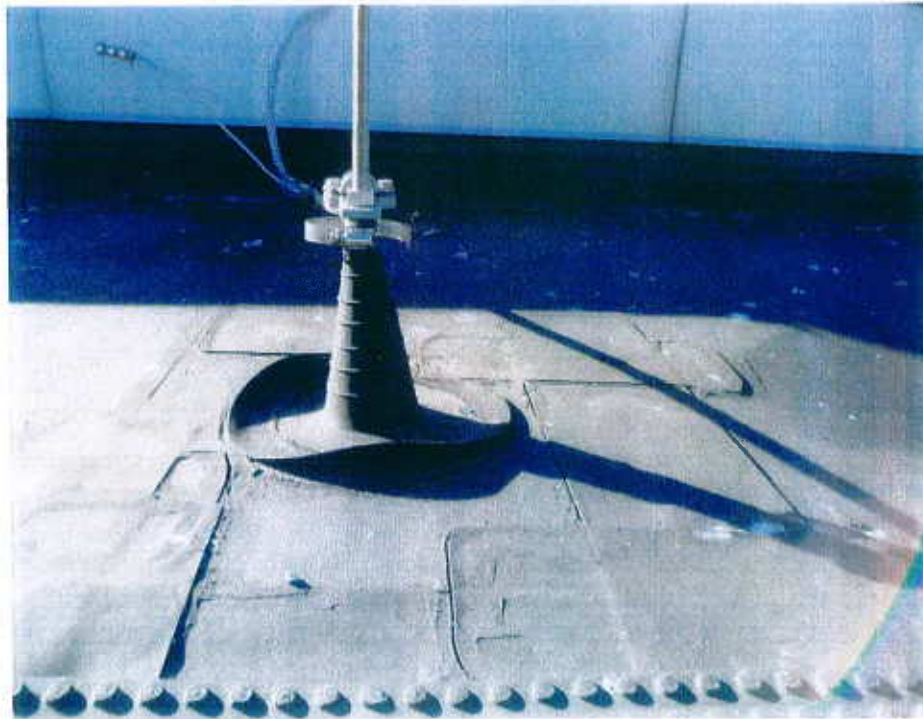


Description: Debris

Defect Photos



Description: Open Lap



Description: Curling brittle edges

Overall Photos



Description:



Description:

Overall Photos

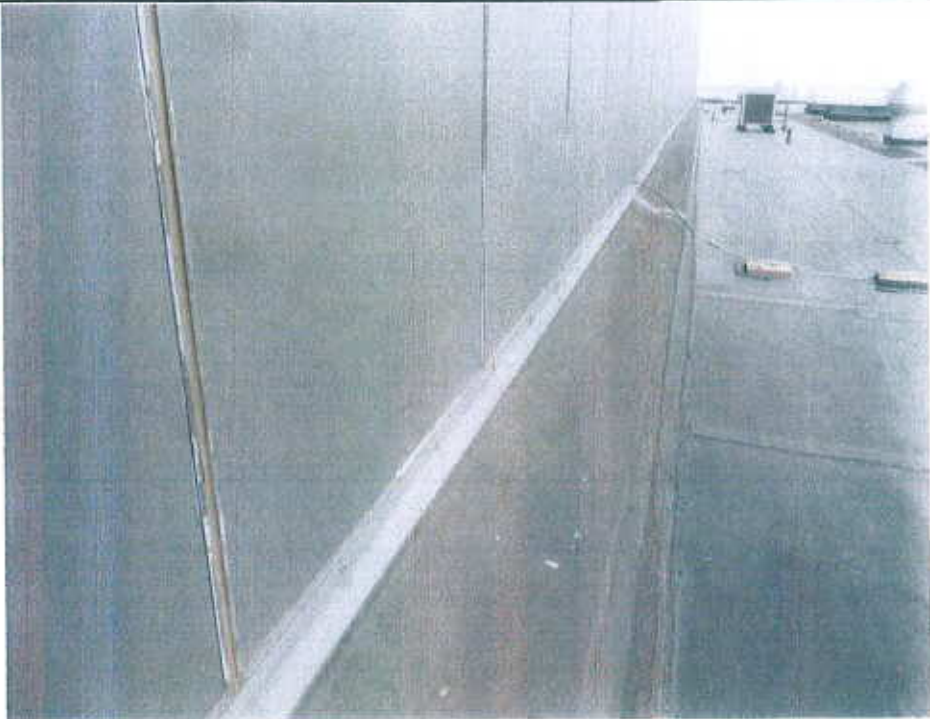


Description:



Description:

Overall Photos



Description:

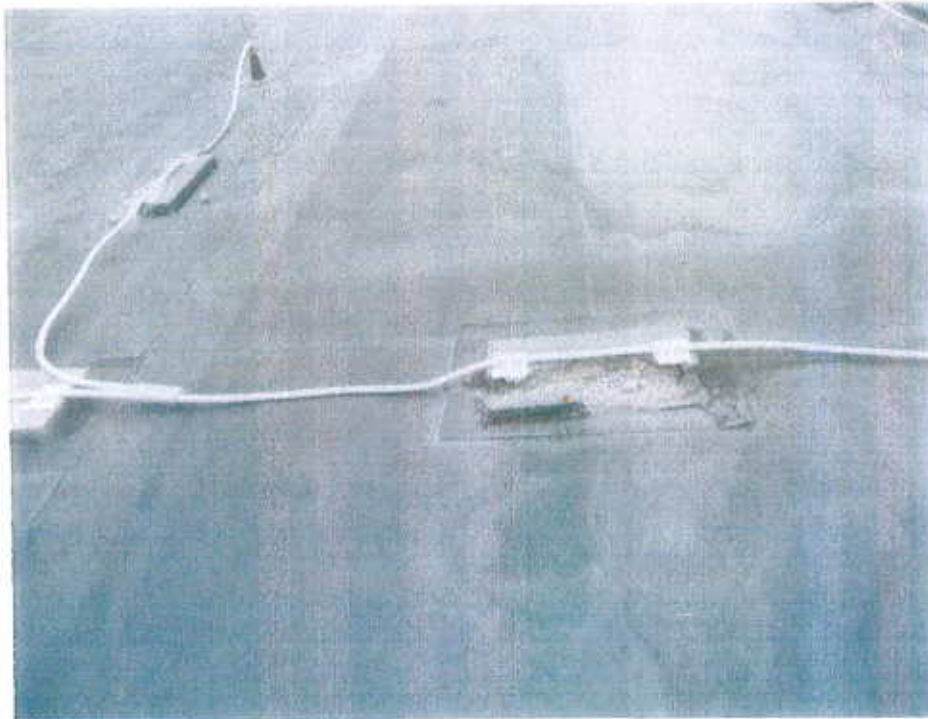


Description:

Defect Photos



Description: Hole



Description: Deteriorated Paver

Defect Photos



Description: Inadequate flashing detail

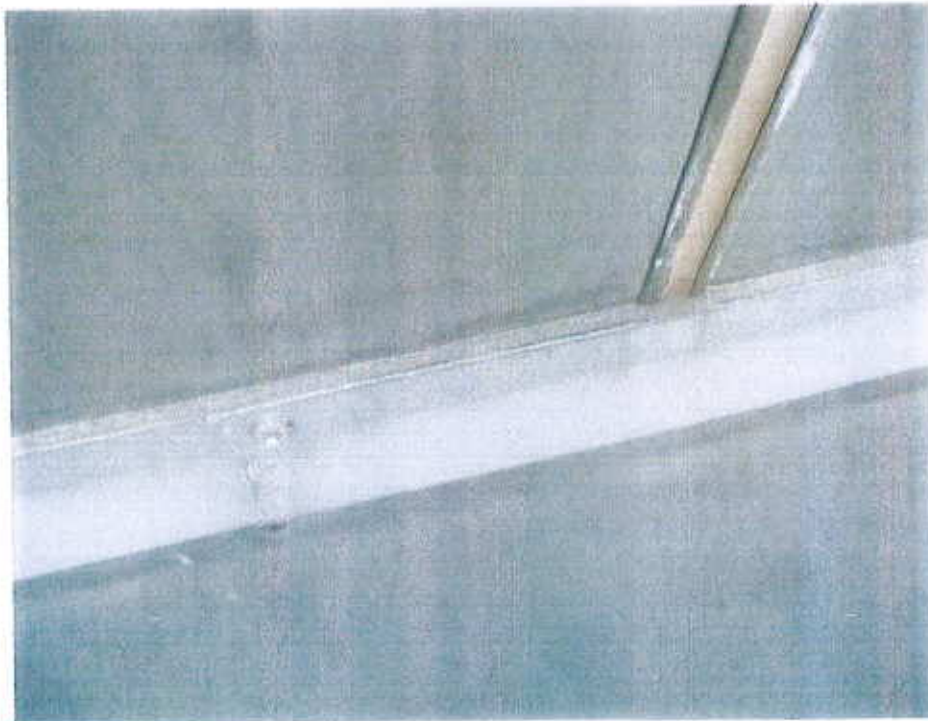


Description: Low Flashing

Defect Photos



Description: Split in flashing



Description: Split sealant

Overall Photos



Description:



Description:

Overall Photos



Description:



Description:

Defect Photos



Description: Hole



Description: Hole

Defect Photos

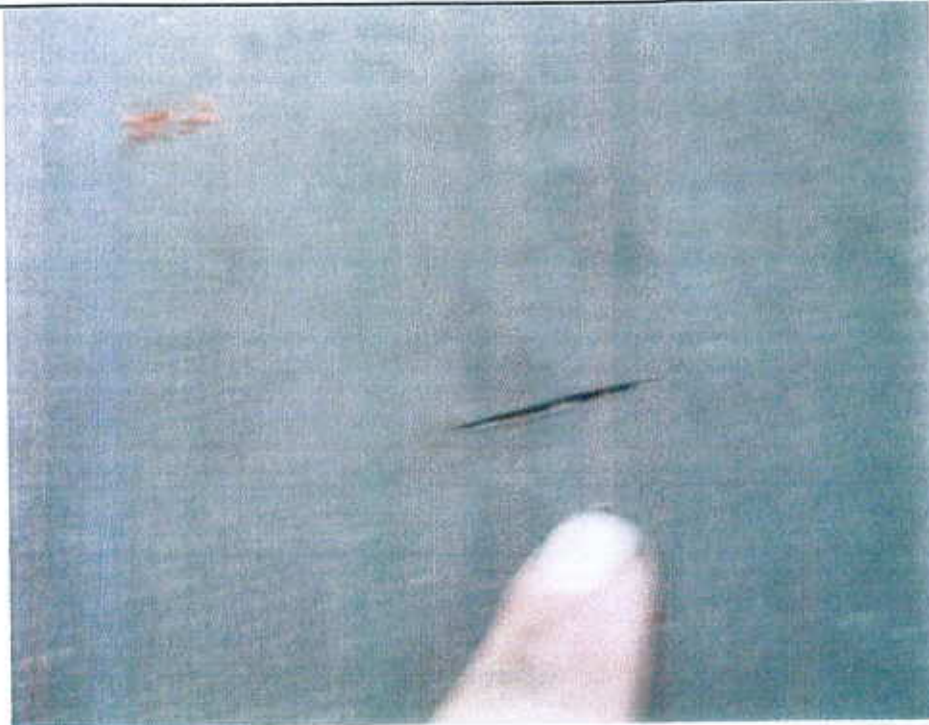


Description: Open Laps



Description: Deteriorated Pavers

Defect Photos



Description: Split



Description: Open Laps

Defect Photos



Description: Curling Brittle edges



Description: Debris



BID BOND

Project Number 15-001

Project Title Bartle Hall Convention Center Complex - Roof Repair Halls A,B,D & E

Bond Number 5609

KNOW ALL MEN BY THESE PRESENTS: That JR & Company, Inc. of 1142 Clay Street, North Kansas City, MO, as Principal, and National American Insurance Company as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, as Obligee, in the sum of

FIVE PERCENT OF TOTAL AMOUNT BID Dollars (\$ 5%), lawful money of the United States.

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Kansas City for the above referenced project,

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this 14th day of July, 2015.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

JR & Company, Inc.

1142 Clay Street

North Kansas City, MO

816-587-6148

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: [Signature]

Title: POA

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

National American Insurance Company

P.O. Box 9

Chandler, OK 74834

405-601-8259

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: Kathy L. Fagan

Title: Kathy L. Fagan, Attorney-in-Fact

Date: July 14, 2015

(Attach seal and Power of Attorney)

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB42705

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Vickie J. Nickel; Raymond C. Ritchey; Casey Parisoff; David Parkhurst;
Lisa Ann Summers, Kathy L. Fagan

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 2nd day of January, A.D. 2014, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2018
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the _____ day of JUL 14 2015



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Kristi Schuller, individually and in my capacity as the President of JR & Co., Inc, a Missouri corporation located at 1142 Clay Street, North Kansas City 64116 (the "Company"), have made, constituted and appointed, and by these presents do make, constitute and appoint, MICHAEL SCHILLING, the true and lawful attorney-in-fact for the Company, granting him the following limited powers and authority with respect to the Company:

A. To sign bids, proposals or estimates for work to be performed by the Company, and to bind the Company to the same.

B. To sign or execute contracts or agreements between the Company and any third-party, and to bind the Company to the same.

C. To sign or execute corporate surety payment, performance or bid bonds, and to bind the Company to the same.

D. To amend, extend, supplement or modify any agreements or contracts between the Company and any third-party, and to bind the Company to the same.

E. To perform all other acts necessary for the Company to enter into agreements with actual or potential third-party customers.

F. To the extent that such requirements can legally be waived, no attorney-in-fact hereunder shall ever be required to give bond or security as attorney-in-fact, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

This durable power of attorney shall be effective immediately and shall continue in effect until terminated by an authorized officer of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January, 2015.


Michael Schilling, Attorney-in-Fact


Kristi Schuller, President of JR & Co., Inc.

Social Security No. 612-58-6978

WITNESSED:


Witness

1020 NE 88th St
Address KC, MO 64155

**HRD INSTRUCTIONS
FOR CONSTRUCTION CONTRACTS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

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

Warning: The City only gives MBE/WBE credit for a Bidder's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the bid is due and the MBE/WBE firm must have filed an application for certification no later than forty-five (45) days prior to the Invitation for Bid. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Bidder submits a bid, Bidder should contact HRD and consult the directory to make sure any firm proposed for

use for MBE/WBE participation has been certified.

II. Required Submissions Following Bid Opening.

- A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:
1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Bidder's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Bidder has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Bidder has made good faith efforts to obtain MBE/WBE participation.
 2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

III. Required Submission when Requested by City.

- A. Bidder must submit the following documents when requested by City:
1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
 2. **Documentation of good faith efforts.**

IV. Required Monthly Submissions during term of Contract.

- A. Bidder must submit the following document on a monthly basis if awarded the contract:
1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

V. Required Submittals for Final Contract Payment.

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

2. Subcontractor Affidavit(s) for Final Payment (Form 01290.15)

VI. Additional Submittals.

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

VII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE, except as otherwise expressly provided for herein.
 2. Twenty-five percent (25%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a qualified MBE or WBE.
 3. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a qualified MBE or WBE.
 4. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a qualified MBE or WBE.
 5. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. An MBE or WBE prime contractor's own participation in its contract with City; and
 4. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A bidder is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening.

Warning: Efforts to obtain MBE and/or WBE participation made after a Contractor Utilization Plan is submitted cannot be used to show the Bidder made good faith efforts.

- B. In evaluating good faith efforts, the Director of HRD will consider whether the Bidder has performed the following, along with any other relevant factors:
1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow MBE and WBE firms to participate effectively.
 2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow MBE and WBE firms to participate effectively.
 3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Bidder should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories, which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
 5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
 7. Attempted to negotiate in good faith with qualified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any MBE/WBE, including the basis for any Bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
 8. Within five (5) working days after drawing the bid specifications, sent certified letters,

verifiable e-mails or proof of facsimiles to qualified MBEs and WBEs listed in the M/W/DBE Kansas City Mo. Online Directory.

- C. A Bidder will be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

- 1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
- 2. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
 - g. The Bidder or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.

- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

X. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board on the following:
 - 1. The grant or denial of a Request for Waiver;

2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Bidder or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XI. Access to Documents and Records.

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

XII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- E. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (HRD Form 00450.01).

XIII. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/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. Therefore, in order to liquidate those damages, the monetary difference between the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor

acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the bidder achieves at least twice the minimum participation. The successful bidder may meet these company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. These Human Relations Department ("HRD") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Contractor's job sites to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from HRD, a Bidder not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.
- C. The following HRD Forms are to be used for Construction Employment Program submittals:
 1. Project Workforce Monthly Report (HRD Form 00485.02)
 2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

II. Required Monthly Submissions during Term of Contract.

- A. Bidder must submit the following documents on a monthly basis if awarded the contract:
 1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Contractor's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Contractor on the City's construction contract.

Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Contractor's own workforce compliance data with regard to every contract (both privately and publicly funded) Contractor has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Contractor on every contract Contractor has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

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

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

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

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

achieving sufficient annual hours to qualify for applicable benefits; and

- d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing.
- C. A Bidder will be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

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

VI. Access to Documents and Records.

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

VII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. The successful bidder may be required to meet with the Director of HRD or the

Director's designee for the purpose of discussing the construction employment program, the bidder's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.

- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII. Liquidated Damages; Suspension – Workforce Program.

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

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

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

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

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

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

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

IX. First Source Program

- A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While the contractor awarded a City construction contract is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the "First Source Program") must be utilized by the contractor subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**.
- B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The contractor shall contact the Full Employment Council within 48 hours of contract award, regardless of whether the contractor has any hiring needs at that time, and within 48 hours following any job vacancy which the contractor reasonably anticipates filling during the term of the City construction contract. The contractor shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of HRD for good cause shown. To ensure compliance with the First Source Program, the contractor shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program. The contractor shall not hire any individual to provide construction services on a City construction contract unless the contractor has met the requirements of the First Source Program.
- C. The contractor shall require that its subcontractors utilize the First Source Program to the same extent that the contractor is required to do so, and shall incorporate the requirements of this Section IX into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably anticipates filling during the term of their subcontract on a City construction project.




HRD Contractor Utilization Plan Approval

Date: July 21, 2015
 To: Diane Hawkins, Human Relations Department
 From: Jo Lipari, General Services Department
 Subject: Contract/Project No.: 15-001
 Project Title: Bartle Hall Roof Repairs, Halls A, B, D & E

Funding: <input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant <input type="checkbox"/> Other:	
Contract Category: <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input checked="" type="checkbox"/> Facility Repair <input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other:	
Bid/Proposal Closing Date: 07/14/15	No. of Bidders/Proposers: 2
Recommended Bid/Proposal²: \$1,349,769.00	
Alternate 1 \$13,797.00	
Alternate 2 \$38,667.00	
Total Bid \$1,402,233.00	
Company: JR & Company	Address: 1142 Clay, North Kansas City, MO 64116
Contact: Linn Fredlund	Phone: 816-797-5279
Contact Email: Linn@jrroofinginc.com	Fax: 816-746-6453
Additional Information:	

cc: Dean Barrett, Project Manager – Jo Lipari, Brian Hernandez - GSD

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input checked="" type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: 14% MBE & 8% WBE	or _____ % DBE
 Human Relations Department	Date: 07/24/15

FOR GRANTING AGENCY USE ONLY³ <input type="checkbox"/> N/A
Approved by: _____
Date: _____

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 15-001

Project Title CONVENTION CENTER BARTLE HALL
A, B, D & E HALLS ROOFING REPAIR

CONVENTION & ENTERTAINMENT FACILITIES
(Department Project) Department

JR & Co.
(Bidder/Proposer)

STATE OF Missouri

COUNTY OF JACKSON }^{SS}

I, LINN FREDLUND, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 13 % MBE and 7 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 14 % MBE 8 % WBE

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

a. Name of M/WBE Firm FALCON CONTRACTING, INC.
 Address 4325 BELL KANSAS CITY, MO. 64111
 Telephone No. 816-309-1295
 I.R.S. No. 26-0793113

contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

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

Bidder/Proposer primary contact: LIANN FREDLUND
Address: 1142 CLAY
NORTH KANSAS CITY MO. 64116
Phone Number: 816-797-5274
Facsimile number: 816-746-6453
E-mail Address: liann@JPROOFINGINC.COM

By: K. Fredlund
Title: SENIOR PROJECT MGR.
Date: 7-15-2015
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 15th day of July, 2015.

My Commission Expires: 10-24-2018

Trent K Carter
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number 15-001

Project Title CONVENTION CENTER BATTLE HALL
A, B, D & E ROOFING REPAIR

JR & Co.

(“Prime Contractor”) agrees to enter into a contractual agreement with HOGARTY & ASSOCIATES (“MW/DBE Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which MW/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

HOGARTY & ASSOCIATES WILL BE SUPPLYING MOST OF THE MATERIALS ON THIS PROJECT WHICH INCLUDES MEMBRANES, ADHESIVES, FASTENERS, METAL BAR, TAPES & SOLVENTS

for an estimated amount of \$ 431,927 ÷ 25% or 8 % of the total estimated contract value.

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

[Signature]
Signature: Prime Contractor

LINN FREDLUND
Print Name

Senior Project Mgr. 7-15-2015
Title Date

[Signature]
Signature: MW/DBE Subcontractor

Kathleen C. Hogarty
Print Name

President 7-16-15
Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, _____, acting in my capacity as _____
(Name) (Position with Firm)
of _____, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

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

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

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

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

(Signature)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.
2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. _____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
 to perform _____,
(Scope of work to be performed by new firm)
 for the MBE/WBE firm _____ which is currently
(Name of old firm)
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
 perform the following scope of work: _____,
(Scope of work of old firm)

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

TO

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

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
 - d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report
3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

- The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

HRD MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web based MBE/WBE Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

Prevailing Wage Certified Payroll Report Instructions

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web based application database is provided by City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - b. Web Browser: Google Chrome
 - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web based Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.