

**COOPERATIVE AGREEMENT
FOR
LEAK STOPPERS PROGRAM – RENEWAL 2
PROJECT /CONTRACT NO. 60800057/20003-2
KANSAS CITY WATER SERVICES**

This Non-Profit services agreement is between the Kansas City Water Services Department (“KC Water”), a division of the City of Kansas City, Missouri, a constitutionally chartered municipal corporation, and Bridging The Gap, Inc. (“Non-Profit”). City and Non-Profit agree as follows:

**PART I
SPECIAL TERMS AND CONDITIONS**

Section 1. Project description.

A. The services to be provided under this Agreement are for the following purpose:

The Leak Stoppers Program (the “Project”) is designed to fix home water leaks in Kansas City’s low income, urban core neighborhoods. It includes the following components (the “Work”):

- 1) Toilet flapper replacement;
- 2) Toilet replacement;
- 3) Complex leak repairs;
- 4) Water conservation kits.

This Project is associated with the recommendations of the Mayor’s KC Water Cost of Service Task Force that concluded its work in 2017.

Section 2. Services to be performed by Non-Profit. Non-Profit shall perform the following Scope of Services:

- A. Non-Profit shall perform Scope of Services listed on **Attachment A** attached hereto and incorporated by reference.
- B. Non-Profit will promote the program through presentations at community meetings, informational flyers that would be distributed at churches, community centers, and other public venues, and through unpaid and paid messaging on social media.
- C. Non-Profit shall recruit, provide criminal background checks and hire the necessary labor to meet the installation requirements for a period of no less than twelve (12) months.

- D. Non-Profit shall acknowledge KC Water in all applicable materials and at associated events.
- E. Non-Profit shall obtain approval from KC Water before any print or electronic advertising (including social media), associated with the program is released to the public.
- F. Non-Profit will periodically notify KC Water of all the locations it will be entering. Before entering a customer's premise to conduct Work, Non-Profit shall notice KC Water of the location and scope of Work planned.
- G. KC Water shall have the right to inspect and review the Work and to consult with Non-Profit at any reasonable time. Meetings will be held at the request of KC Water or Non-Profit.
- H. If it is determined to be in the best interest of the Work to be performed, Non-Profit shall replace the project manager or any other employee of the Non-Profit, suppliers or other persons or organizations performing or furnishing any of the Work on the project upon written request by KC Water.

Section 3. Responsibilities of KC Water. KC Water shall:

- A. KC Water, at its cost, will conduct a water audit, including meter management services, for each customer premise where Non-Profit performs the Work. The water audits will be used to identify candidates for the Complex Leak Repair component of the program as described in the attached Scope of Services.
- B. Make available to Non-Profit all existing records, maps, plans, and other data possessed by KC Water when such are necessary, advisable, or helpful to Non-Profit in the completion of the Work under this Agreement.
- C. Designate in writing a person to act as KC Water 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 KC Water'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, or designate someone to do so, and to consult with Non-Profit at any reasonable time.
- D. Make available space at 1720 Wabash Avenue, Kansas City, Missouri 64127 for the storage of approximately 200 Toilets, 800 Toilet Flappers and 1,000 Water Conservation Kits. This space is KC Water's Meter Field Services Building and is staffed by KC Water employees from 7am to 7pm Monday through Friday. KC Water will provide access to this space during those working hours for a designated representative from Bridging the Gap. KC Water assumes no liability for damage of stolen toilets, toilet flappers and water conservation kits purchased by Bridging the Gap and stored at this location.

Section 4. Term.

The Work to be performed under this Agreement shall begin on the date specified in the written

Notice to Proceed issued by KC Water. The Work shall be completed within the schedule provided in the Scope of Services. Unless sooner terminated by KC Water, this Agreement shall remain in force for a period which may reasonably be required for the completion of the Work provided under the Scope of Services.

The Work is to be performed within 365 days from the Notice to Proceed. The parties may renew this Agreement annually, for a one year term each year, for the next three years. Exercise of the renewal option is at the sole discretion of KC Water and is not a contractual right of the Non-Profit. KC Water's decision in regards to exercising the option(s) is not subject to appeal.

Section 5. Compensation and Reimbursements.

- A. The maximum amount that KC Water shall pay Non-Profit under this Agreement is **\$183,000.00**. Non-Profit shall invoice KC Water monthly for actual services performed under this Agreement as provided in the budget, attached hereto as **Attachment B** and incorporated herein by reference ("the Budget"). Upon approving the invoice, KC Water shall remit payment.
- B. **Non-Profit Line Item Budget.** The Budget, prepared by Non-Profit and approved by KC Water, shows allowable expenditures for the Work under this Agreement in a line item format, with written justification for each line item. Non-Profit shall notify and request approval from KC Water of changes to any line item in the Budget or statement of proposed use of funds which exceeds 20%.
- C. **Requests for Reimbursement.** It shall be a condition precedent to payment of any invoice from Non-Profit that Non-Profit is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. All requests for reimbursement must be supported and accompanied by full documentation of costs incurred by Non-Profit. Line item changes within budget categories are permissible unless specifically prohibited by this Agreement, but changes between categories must be submitted to KC Water and approved in writing by the Chief Financial Officer of KC Water. Any budget category changes not approved may be disallowed by KC Water and not reimbursed to the Non-Profit. Non-Profit shall record all costs incurred in the performance of this Agreement as they are incurred and shall report these costs in a monthly report submitted to KC Water, including the customer name, address, Work performed by Non-Profit and the dollar value of the Work performed by Non-Profit. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.
- D. **Request for Payment.** No request for payment will be processed unless the request is in proper form, currently computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by contractor except as approved under the provisions of this Agreement. 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 CREO Department formally known as the Human Relations Department.

SECTION 6: Goal Request Information:

Section 9. 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.

Section 10. 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 – Line Item Budget

Attachment C – Employee Eligibility Verification Affidavit

Attachment D – Revenue Clearance Letter

Attachment E – HRD Documents

1. 00450 HRD form 08: Contractor Utilization Plan/Request for Waiver

2. 00450.01 HRD Letter of Intent to Subcontract

3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization

4. 01290.14 Contractor Affidavit for Final Payment

6. 01290.15 Subcontractor Affidavit for Final Payment

Attachment F – Non-Construction Subcontractors Listing

Attachment G – Non-Construction Application for Payment

Section 11. Effective Date. This Agreement will become effective upon execution by the Finance Department.

Section 12. Indemnification.

A. 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. **Non-Profit's Agents** means Non-Profit'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. Non-Profit shall defend, indemnify and hold City harmless 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 Non-Profit or Non-Profit's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Non-Profit is not obligated under this Section to indemnify City for the sole negligence of City.

C. KC Water is allowing Non-Profit to use a City owned property (1720 Wabash Avenue, Kansas City, MO 64127, hereinafter "Property") to store materials necessary to perform the Work (toilet flappers, toilets, and leak conservation kits). Non-Profit acknowledges that City makes no warranty or assurances about the condition of the property or its security, and Non-Profit accepts use of the Property "as-is". Non-Profit will defend,

indemnify and hold City harmless for any damages or injuries which arise due to its use by Non-Profit. It is up to the discretion of Non-Profit to acquire property insurance which could protect the items stored against any kind of damage. Non-Profit is responsible for keeping such materials secure against damage, and City is not responsible.

- D. 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.

Section 13. Contract Information Management System

Contract Information Management System. Successful Bidder shall be required to 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. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

I hereby certify that I have authority to execute this document on behalf of Non-Profit

Date: _____

By: _____

Name: Kristin Riott

Title: Executive Director

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Wes Minder

Title: Director

Approved as to form:

Assistant City Attorney

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

Director of Finance Date

PART II
STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence. If the Contractor is performing professional services pursuant to this contract, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

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

Sec. 4. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 5. Termination for Convenience.

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

B. If this Contract is terminated prior to Contractor's completion of services, all work

or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

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

Sec. 6. Default and Remedies. If Contractor shall be in default or any breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 7. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 8. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 9. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein,

regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 10. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 11. Records and Audit Requirements.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

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

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records

upon ten (10) days written notice from the City.

C. If Contractor or any of Contractor's affiliates receives \$100,000.00 or more in one year, the following subsections shall apply:

(1) Financial audit by CPA. Contractor shall engage a CPA to conduct an audit or audits. Contractor will require the CPA to promptly furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters without the need for a special request. Contractor shall require its auditor to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's auditors; and

(2) Reports of Internal Controls. Contractor shall engage a professional qualified (the Professional) to analyze the agency's internal control structures. Contractor shall require the Professional to promptly furnish the City Manager with a copy of the analysis without the need for a special request. Contractor shall require its Professional to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's Professional; and

(3) Annual Fiscal Report. Contractor shall provide its annual fiscal report to the City no later than six months after the end of the Contractor's fiscal year.

Sec. 12. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 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, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual

orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. 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.

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

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated,

canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 13. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00. If Contractor performs work on a contract that is for a term longer than one year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 14. Assignability & Subcontracting.

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

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this

Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 15. Conflicts of Interest.

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

Sec. 16. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Independent Contractor.

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

Sec. 18. Intellectual Property Rights.

Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all inventions, books, computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that

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

Sec. 19. Contractor's Business Practices.

A. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase the equipment and materials by competitive bidding whenever required by law or whenever practical. Contractor shall identify, label, protect and release to City at the termination of this Contract, all non-expendable equipment purchased with funds provided under this Contract.

Sec. 20. Contract Authorization. Any contract for an amount over \$300,000 requires City Council or Park Board approval. Contractor shall submit a copy of the resolution passed by Contractor's board of directors authorizing Contractor to enter into this Contract or equivalent proof of Contractor's authorization.

Sec. 21. Prohibited Contracts with Certain Professionals.

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Land Clearance for Redevelopment Authority of Kansas City, Missouri, the Tax Increment Financing Commission of Kansas City, the Port Authority of Kansas City, the Planned Industrial Expansion Authority of Kansas City, the Industrial Development Authority of Kansas City, the Kansas City Maintenance Reserve Corporation, the Kansas City, Missouri Homesteading Authority, the Landmarks Historic Trust Corporation, the Metropolitan Ambulance Services Trust,

and the Kansas City Municipal Assistance Corporation.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board or commission shall contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.

Sec. 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/files/programs/gc_1185221678150.shtm.

For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of Contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**ATTACHMENT A
SCOPE OF SERVICES**

Professional Services: Bridging The Gap, Inc. (“Non-Profit”)
Owner: Kansas City Water Services (“KC Water”)
Program: Leak Stoppers Program Renewal No. 2
KC Water Contract No: 60800057

I. GENERAL

The following paragraphs provide a general description of the work required in this Scope of Services. Subsequent paragraphs describe in detail the services to be provided by Non-Profit to manage and administer the Leak Stoppers Program.

- A. The Program. Non-Profit will coordinate with KC Water to fix home water leaks in Kansas City’s low-income, urban-core neighborhoods. Non-Profit is to provide the necessary management and administration services for this program as defined in this Scope of Services.
- B. Explicit Responsibilities. The basic Scope of Services explicitly sets forth what services Non-Profit will perform and does not implicitly put any additional responsibilities or duties upon Non-Profit. Non-Profit agrees to provide the specific basic services as identified herein. Work not specifically discussed herein shall not be performed without an amendment from KC Water.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Project Milestones and KC Water Review Requirements:
All tasks identified in this Scope of Services will be performed by May 31, 2023. Non-Profit’s completion schedule will be extended by KC Water for delays beyond the reasonable control of Non-Profit or as approved by KC Water.
- B. KC Water hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from Non-Profit. KC Water will endeavor to provide consolidated written review comments to Non-Profit within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by Non-Profit no more than fourteen (14) calendar days after receipt of written consolidated KC Water review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The Leak Stoppers program proposed below will cost \$183,000.00 annually and will be fully funded by KC Water. It will address up to 1,000 low-income/high water usage households, which likely have one or more leaks contributing to their high bills. To select households fairly, a scoring system may be developed for such factors as bill size, number of household members, and estimated income. The program strategy is based primarily on gallons conserved per dollar spent, focusing on low-cost solutions which conserve high gallons, like

toilet flapper replacement and installation of aeration devices. Some households with very high usage will need more extensive work, such as replacing old toilets and plumbing, and related repairs. Program components are as follows:

Toilet Flapper Replacement

Using KC Water billing data, Non-Profit will identify homes that are likely to have leaking toilet flappers and will install new flappers in 800 toilets. Standard replacement flappers generally cost less than \$10 and are relatively easy to install, but the rubber seals deteriorate in water and begin to leak after 7-8 years. As part of this initiative described below, a Non-Profit employed Leak Stopper will accompany a KC Water auditor to the home, or work in pairs with another Leak Stopper, and would install new flappers as needed, with a goal of 800 homes.

Toilet Replacement Program

Toilets manufactured before 1994, when new efficiency standards were created, can contribute substantially to excessive water costs for consumers, increasing in direct relationship to the number of people living in the household. Pre-1994 toilets can use five to seven gallons of water per flush, while newer toilets that are WaterSense-certified by the U.S. EPA use 1.28 gallons of water or less per flush.

Non-Profit will replace 200 pre-1994 toilets with WaterSense-certified toilets. Because the toilet replacement program will target households living below the Federal Poverty Level and for whom the cost of toilet installation would be a hardship, the attached program budget proposes to cover the full cost of materials and installation.

Complex Leak Repair Program

More complex leaks, such as a water supply line leaks in a wall cavity, can not only result in very high monthly bills, but damage to floors and walls, potentially leading to black mold, a health threat for residents. These homes would be identified through a combination of high usage data and KC Water auditor inspection.

Homeadvisor.com estimates that the average cost of repairing and cleaning up water damage caused by leaks in the Kansas City metro is \$931. Non-Profit will coordinate extensive leak repair and damage remediation in 12 Federal Poverty Level households, budgeting the average repaid cost of \$931 per home. Non-Profit will contract with a plumber and other skilled contractors (MBE/WBE where possible) for the repairs.

Water Conservation Kits

For the Leak Stoppers program, Non-Profit recommends the full installation of a Water Conservation Kit. This kit will include a high-efficiency showerhead, a kitchen faucet aerator, two bathroom faucet aerators, and a toilet "Tank Bank". The kits will be installed by a Leak Stopper installer employed by Non-Profit. Kit installation and toilet flapper replacement do not require plumbing skills. Installers are required only to have a high school diploma and brief training. This program could become a workforce development program, similar to the KC Water's Green Stewards, if candidates were screened for backgrounds safe to enter people's homes.

Other Considerations

Based on demand in the Leak Stoppers program through the end of March 2023, the parties agree

to reduce the number of toilets replaced in the program and utilize the remaining funds in that program component to accommodate for an increase in demand for Water Conservation Kits and Complex Leak Repairs.

(End of Scope of Services)

**ATTACHMENT B
BUDGET LINE ITEM DETAIL**

Professional Services: Bridging The Gap, Inc. (“Non-Profit”)
 Owner: Kansas City Water Services (“KC Water”)
 Program: Leak Stoppers Program
 KC Water Contract No: 60800057 Renewal No. 2

I. LINE ITEM BUDGET

The following information below provides the budget detail for Non-Profit’s proposed Leak Stoppers program. This program is a partnership between KC Water and Non-Profit.

Estimated Line Item Budget - Leak Stoppers Program

<u>Component</u>	<u>Total Cost</u>
Toilet Replacement Program*	\$18,625
Toilet Flapper Replacement*	\$19,338
Water Conservation Kits*	\$49,312
Leak Repair Program*	\$17,172
Program Manager	\$34,274
Outreach and Program Promotion	\$14,703
Administrative Support	\$25,000
Mileage	\$4,400
Total	\$182,824

**Labor is included in each of the cost for each of the four components of the program.*

II. ESTIMATED WATER AND COST SAVINGS GENERATED

The following information below provides the water and cost savings estimates that the Leak Stoppers program would generate.

Estimated Water and Cost Savings from Leak Stoppers Program

<u>Component</u>	<u>Participants</u>	<u>Annual gallon Savings / household</u>	<u>Total annual savings (gallons)</u>	<u>Total annual savings (dollars)*</u>
Toilet Replacement Program	200	13,000	2,600,000	\$53,459
Toilet Flapper Replacement	800	72,000	57,600,000	\$1,184,342
Water Conservation Kits	1,000	9,000**	9,000,000	\$185,053
Leak Repair Program	100	NA	NA	NA
Total	1,000	94,000	69,200,000	\$1,422,856

**Includes water usage plus wastewater disposal costs (\$5.14/ccf and \$10.24/ccf, based on FY2022 rates).*

***9,000 gallons/year is the estimated gallon savings for the 1,000 households receiving the water conservation kit.*

(End of Budget Line Item Detail)

ATTACHMENT C

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT D
REVENUE CLEARANCE



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

DO NOT MAIL
atL003

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

TEST TAXPAYER
414 E 12TH ST
KANSAS CITY MO 64106-2702

Letter Id: L1139040512
Date: 25-Oct-2017
Taxpayer Id: 1523670784



TAX CLEARANCE STATUS: APPROVED

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

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

Mari Ruck
Commissioner of Revenue

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



ATTACHMENT E

HRD DOCUMENTS

1. 00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: HRD Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 01290.14: Contractor Affidavit for Final Payment
5. 01290.15: Subcontractor Affidavit for Final Payment

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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

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

Bidder/Proposer primary contact: _____
Address: _____

Phone Number: _____
Facsimile number: _____
E-mail Address: _____

By: _____
Title: _____
Date: _____
(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____

Project Location/Number _____

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor _____ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

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

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

M/W/DBE/Section 3 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 M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: _____

Full address: _____

Street number and name	City, State and Zip Code
------------------------	--------------------------

Primary contact: _____

Name	Phone
------	-------

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT F

NON-CONSTRUCTION SUBCONTRACTORS LISTING

ATTACHMENT F

Non-Construction Subcontractors Listing

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

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

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

ATTACHMENT G

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

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