



Agenda

Transportation, Infrastructure and Operations Committee

Quinton Lucas, Chair
Teresa Loar, Vice Chair
Eric Bunch, Vice Chair
Katheryn Shields
Melissa Robinson
Kevin O'Neill

Wednesday, May 19, 2021

9:00 AM

26th Floor, Council Chamber

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

- 210406** Authorizing a contract with First Student, Inc. in an amount not to exceed \$820,035.00 for the first year of a four-year contract term for employee bus service at Kansas City International Airport.

- 210439** Authorizing the Manager of Procurement Services to execute a \$675,000.00 Art Purchase Contract with Sculpture Park LLC for the acquisition of the sculptural work "Molten Swing" through the One Percent for Art Program at the KCI New Single Terminal project.

- 210428** Authorizing a \$620,000.00 design professional services contract with Crawford, Murphy, & Tilly, Inc., for the Water Main Replacement in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue project.

- 210429** Estimating and appropriating revenue in the amount of \$145,253.42 in the Sewer Fund; authorizing a \$3,219,511.42 Construction Completion Contract with Havens Construction Company, Inc., for the Blue River South Area 4 and 5 Inflow and Infiltration (I/I) Reduction Project - Phase 2; authorizing a maximum expenditure of \$4,490,000.00; and recognizing this ordinance as having an accelerated effective date.

- [210438](#) Authorizing a \$50,000.00 Design Professional Services Contract Amendment No. 3 with Wellner Architects, Inc., for Various Buildings and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS) project; and authorizing a total contract amount of \$443,000.00.

HELD IN COMMITTEE

- [210182](#) Amending Chapter 70, Code of Ordinances, by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject and by adding one new Section 70-368 relating to street and drag racing.

- [210356](#) Estimating revenue in the amount of \$937,203.07 in the Street Maintenance Fund; appropriating that amount to Street Lighting Special Projects Maintenance account; and authorizing the Director of Public Works to execute the first one-year renewal option with Black and McDonald for streetlight and traffic signal repair and maintenance in the amount of \$5,824,621.81.

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.
2. Closed Session; Any closed session may be held via teleconference.
 - Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
 - Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
 - Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
 - Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
 - Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
 - Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
 - Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

Adjournment



Legislation Text

File #: 210406, Version: 1

ORDINANCE NO. 210406

Authorizing a contract with First Student, Inc. in an amount not to exceed \$820,035.00 for the first year of a four-year contract term for employee bus service at Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a contract in an amount not to exceed \$820,035.00 for the first year of a four-year contract term with First Student, Inc., to provide employee bus service at Kansas City International Airport from funds previously appropriated to Account No. 22-8300- 621045-B - Parking Services Division.

Section 2. That, subject to the appropriation of funds, the Director of Aviation is hereby authorized to expend an additional total amount not to exceed \$2,585,175 for years two, three and four of the contract, as well as a total amount not to exceed \$1,832,964 for renewal years one and two, all in accordance with Attachment B - Compensation Schedule/Prices of the contract. A copy of the contract is on file in the office of the Director of Aviation.

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.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

CONTRACT

210406

Ordinance Fact Sheet

A-E/Negotiated Form

Brief Title	Approval Deadline	Reason
Employee Bus Service at Kansas City Intl Airport	Routine	To authorize execution of a general services agreement for employee bus service at Kansas City Intl Airport.

Details

Reason for Contract
 Authorizing execution of a four-year General Service Agreement with First Student for employee bus service at Kansas City International Airport and the expenditure of previously appropriated funds in an amount not to exceed \$5,238,174

Discussion (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)

Project Description
 This contract is to operate an employee bus service that operates continuously 24 hours per day, 7 days per week, 365 days per year from the Mexico City Employee Parking Lot to the terminals and back to the employee lot. There are five (5) bus stops in the Mexico City Employee Parking Lot plus four (4) bus stops along the route. The lot contains approximately 1,500 parking spaces and we estimate approximately 2,500 potential riders daily to include tenants. Up to three buses will run every continuously throughout the day and will make approximately 97 total round trips per day. Buses will be equipped with a minimum of thirty-six (36) seats and two (2) baggage storage racks. Color schemes and graphics will be approved by the Director of Aviation. The term is for four (4) years beginning May 1, 2021 through April 30, 2025.

Roles and Responsibilities

Sponsor	Aviation Department
Department or Programs Affected	Aviation Department
Recommended Awardee	First Student, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals There are no known opponents Reason for Opposition There is no known reason for opposition
Responsibilities	Design Engineering: Not applicable Inspections: Not applicable Construction or Project Management: Not applicable Service Monitoring: Aviation Department

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

Details

Solicitation

Sixteen (16) companies requested the RFP packet of which six (6) returned a response. The request for proposals was advertised on the kcmo.org website August 27, 2020- September 10, 2020.

Consultant Selection

First Student, Inc. was the best bid and exceeded the MBE goals established for the contract. First Student is currently providing employee bus services at KCI.

Human Relations Approval

Human Relations set goals of 5% MBE and 0% WBE for this contract on August 4, 2020. The contractor utilization plan of 37% MBE & 0% WBE for First Student, Inc. was approved on December 2, 2020.

MBE -

BOD Ventures, Inc. dba Medi Coach LLC - 37%

WBE -

Is it good for the children?

Yes. This contract supports our goal to continuously improve customer satisfaction, including children.

How will this contribute to a sustainable Kansas City?

This project contributes to a sustainable Kansas City by encouraging ride share on public transportation and thus limiting toxic pollutants.

Estimated Duration of Contract: 5/1/2021 - 4/30/2025
Four (4) years.

Fact Sheet Prepared by: Date: 03/23/21
Burdette (Pete) Fullerton
Asst Dir, Properties & Commercial Development

Reviewed by: Date: 03/23/21
David Long
Deputy Dir, Properties & Commercial Development

Reference Numbers:
Contract No. 622070038

Finances

City's Estimate of Cost	\$ 5,238,174
Bid or Proposal Data	<i>Lowest Contract</i> Cost Submitted \$ <i>No .of Proposals Considered</i> <i>Reason for rejecting lowest contract cost submitted</i>
	N/A
Other Bidders or Contractors Considered	Contract Costs Submitted
BOD Ventures/Medi Coach	\$ 5,098,585
KC Transportation Group	\$ 6,572,210
LAZ Parking	\$ 9,968,483
RTW Management	\$ 5,666,613
Wheatland Enterprises	\$ 10,229,921
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Fund Sources and Appropriation Account Codes For This Contract	Parking Services Division 22-8300-621045-B
Source of Future Operating Funds	
Maximum Amount of Proposed Contract	\$
Amount of Contingency	\$
Engineering & Administration	\$ none
TOTAL	\$ 5,238,174

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210406
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LEGISLATION IN BRIEF:

Authorizing execution of a four-year General Services Agreement with First Student, Inc. for employee bus service at Kansas City International Airport and the expenditure of previously appropriated funds in an amount not to exceed \$5,238,174.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? Yes/No
See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? Yes/No
0

Does this Legislation Increase Appropriations? Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) Yes/No
See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:

This contract is a has a four-year term with two one-year renewals, creating the potential for a six year contract. The amount paid in subsequent contract years are increased by 2.5% each year. Those amounts are outlines in Section 04 and will be appropriated in those fiscal years' budgets.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 20-21 BUD	FY 21-22 EST
8300	621045	B		\$ -	\$ 820,035.00

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 20-21 BUD	FY 21-22 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 20-21 BUD	FY 21-22 EST

NET IMPACT ON OPERATIONAL BUDGET \$ - \$ -

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	All Outyears
	TOTAL REV	-	-	-	-	-	-	-

FUND	FUND NAME	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	All Outyears
8300	Aviation	\$ -	\$ 820,035.00	\$ 840,537.00	\$ 861,550.00	\$ 883,088.00	\$ 905,167.00	\$ 927,797.00
	TOTAL EXP	\$ -	\$ 820,035.00	\$ 840,537.00	\$ 861,550.00	\$ 883,088.00	\$ 905,167.00	\$ 927,797.00

NET Per-YEAR IMPACT \$ - \$ (820,035.00) \$ (840,537.00) \$ (861,550.00) \$ (883,088.00) \$ (905,167.00) \$ (927,797.00)

NET IMPACT (SIX YEARS) **(5,238,174.00)**

REVIEWED BY Kitty Steffens DATE 4/26/2021

GENERAL SERVICES CONTRACT

Part I

CONTRACT NO. 622010038

AVIATION DEPARTMENT

THIS CONTRACT is dated this _____ day of _____, 2021 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and First Student, Inc. (“Contractor”), whereby Contractor shall provide shuttle bus services to the City in accordance with the terms and conditions contained in this Contract.

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment A - Specification/Scope of Work** and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract. This Contract shall begin on May 1, 2021 and shall end no later than November 30, 2024. The Director is authorized to renew this contract for two (2) additional one-year terms on the terms and conditions set forth herein by giving written notice to Contractor prior to expiration of the then current term and executing an amendment. In the event that Contractor does not wish to renew this Contract at the end of the initial four-year term, Contractor must provide at least 180 days written notice to the Director of Aviation. Contractor acknowledges that the Director of Aviation can terminate this Contract without cause by giving Contractor sixty (60) calendar days’ notice of contract termination.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the **Attachment B - Compensation Schedule/Prices** which is attached hereto and incorporated in this Contract. Contractor shall provide all work at the prices contained in Contractor’s Compensation Schedule/Prices that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, monthly, based upon services provided for the preceding month as set forth in the Compensation Schedule/Prices.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined, only after a minimum of thirty (30) days advance written notice to Contractor of the alleged default and the corresponding amount of damages.
- D. 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 Contract.

- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- G. In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, or governmental order causing Contractor's inability to perform, City shall excuse Contractor from performance under this Agreement. If said act causes a reduction in services or a suspension in services, the parties agree to discuss the impact of the act on the cost structure and the possibility, if any, of an equitable adjustment to rates.

Sec. 4 Change in Laws. In the event of changes in local, state or federal laws or regulations, above and beyond those established on August 27, 2020 (date of RFP issuances), to include enhanced safety protocols such as increased vehicle cleaning protocols; health screenings; vehicle configuration/modification; PPE; or seatbelt installations; or a change in laws or regulations causing increased insurance or surety premiums, which as a direct result of such change in law, causes change in rates at a disproportionate rate to then existing rate, then the parties shall negotiate in good faith to seek an equitable rate adjustment. If the parties are unable to reach an agreement on an adjusted rate, Contractor or City may terminate this contract at its convenience upon ninety (90) days written notice.

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

City:

Katy Sell
Manager of Parking Services
Kansas City Aviation Department
601 Brasilia Avenue, Kansas City, MO 64153
Phone: (816) 243-5446 Facsimile: (816) 243-5490
Katy.Sell@KCMO.org

Contractor:

Contractor's Legal Name: First Student, Inc.
Contact: Roger Moore
Address: 10551 Barkley Street Suite 620 Overland Park, KS 66212
Phone: (913) 649-3333 Facsimile: (913) 649-3334
E-mail address: Roger.Moore@firstgroup.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by

overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

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

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

Sec. 8. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

- Attachment A - Specifications/Scope or Services**
- Attachment B - Compensation Schedule/Prices**
- Attachment C – Employee Shuttle Bus Schedule**
- Attachment D – List of Airport Users**
- Attachment E – Bus Route Map**

Sec. 9. Bonds and Surety. Prior to execution of this Contract and annually on each anniversary date of this Contract, Contractor shall furnish Performance Bond to City on City furnished forms, executed by a Surety, in the amount of 10% of the remaining amount of this Contract guaranteeing Contractor’s faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against non-performance, faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City’s Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of “B+, Class V” for Bonds in excess of \$200,000.

Sec. 10. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its best faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Proposal Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate

those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the 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 of City's Human Relations Division, 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 M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 11. Assignment. As specified in SAMPLE GENERAL SERVICES CONTRACT Part II, Sec. 19. Assignability & Subcontracting, such consent shall not unreasonable be withheld

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

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

CONTRACTOR

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

Contractor: First Student, Inc.

By: Roger Moore

Title: Sr. Vice President

Date: 04/14/21

KANSAS CITY, MISSOURI

By: _____

Patrick Klein
Director of Aviation

Date: _____

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)

ATTACHMENT A - SPECIFICATIONS/SCOPE OF SERVICES

I. PURPOSE: The City of Kansas City, Missouri, through its Aviation Department, is soliciting proposals for a Contractor to operate an employee shuttle bus service at Kansas City International Airport (“**Airport**”). This employee shuttle bus service will transport employees from the employee parking lot via a set route through the airport and terminal areas. The route may vary and the stops may increase/decrease depending upon construction activities or demand fluctuations at the airport.

The Contractor shall own, operate and maintain the buses and employ all personnel necessary to operate and maintain the bus(es). Contractor must ensure adequate coverage of shuttle services during operator breaks, mechanical failures, sick days, vacations, maintenance, etc. Additional equipment and operator support are to be provided by Contractor to ensure no disruption to bus schedule. The Aviation Department will supply the fuel, at no cost to Contractor, for the buses at a designated fueling center located at 195 Paris Street, Kansas City, Missouri 64153. Contractor must abide by all rules, policies or regulations in effect for the fueling operation.

The Contract is estimated to begin on May 1, 2021 and end no later than November 30, 2024. The Director is authorized to renew this contract for two (2) additional one-year terms on the terms and conditions set forth herein by giving written notice to Contractor prior to expiration of the then current term and executing an amendment. In the event that Contractor does not wish to renew this Contract at the end of the initial four-year term, Contractor must provide at least 180 days written notice to the Director. Contractor acknowledges that the Director of Aviation can terminate this Contract without cause by giving Contractor sixty (60) calendar days’ notice of contract termination.

II. ROUTES & SCHEDULE: Contractor shall operate an employee bus system that operates continuously 24 hours per day, 7 days per week/365 days per year with a total of 91 daily round trips from the Mexico City Employee Parking Lot to the terminals and back to the Mexico City Employee Parking Lot. A round trip of approximately 5.6 miles takes about 30 minutes to complete. Such transportation shall be provided each and every day and as more specifically set forth in **Attachment C - Shuttle Bus Schedule**, attached hereto and incorporated herein and in accordance with the routes and stops as shown on the map (**Attachment E, Bus Route Map**, attached hereto and incorporated herein).

The Contractor shall operate buses to and from the Mexico City Employee Parking Lot located on the north end of Mexico City Avenue to Terminal “B” and Terminal “C” as shown on the map (**Attachment E, Bus Route Map**). There are five (5) bus stops in the Mexico City Employee Parking Lot and up to four (4) bus stops along the route. The Mexico City Employee Parking Lot contains 1,500 parking spaces.

If requested by the Aviation Department to either increase and/or decrease the number of trips or the number of buses as depicted in **Attachment C – Shuttle Bus Schedule** and such requested start date is not on the first of any given month, Contractor’s compensation will be increased or decreased by the rate of compensation set forth in the **Attachment B - Compensation Schedule/Prices** form, on a pro-rated basis.

The bus route and stops (**Attachment E - Bus Route Map**) will change periodically due to ongoing construction at the airport, among other things. Therefore, the City reserves the right to make minor adjustments to the bus routes and number of stops, at no additional cost to City.

III. BUSES: Contractor shall supply and maintain Contractor-owned buses for the safe and convenient transportation of any and all Kansas City International Airport and its tenants' employees, including ground and flight personnel, who are designated by the Aviation Department to be transported between the Mexico City Employee Parking Lot and a point reasonably close to the employees' designated airline terminal.

- A. **Requirements:** All buses supplied by Contractor shall meet or exceed any applicable state or federal laws and regulations and accepted industry maintenance standards. The City reserves the right to have the buses inspected by the Aviation Department staff at any time, without notice.
1. Contractor shall provide five (5) Contractor-owned buses, unless otherwise specified in writing by Aviation Department, which at any time during the term of this contract shall be no more than five (5) years old, including any time during the exercised renewals. Five (5) busses are required, (four (4) primary and one (1) spare). The spare will be used as a backup bus during service interruptions for maintenance, repairs and cleaning.
 2. Contractor shall provide documentation for each bus showing the date bus was purchased and odometer readings. Bus will be replaced when it reaches five (5) years of age from date of purchase. Additional documentation for each bus will be required before any renewal options are approved. The Aviation Department, at its sole discretion, may extend the five (5) year replacement schedule based on reliability, mileage and condition of bus, among other things.
 3. All buses shall be capable of seating at least thirty-six (36) or more adults (seating configuration subject to prior approval by Aviation Department) and shall be equipped with or in conformance with the following:
 - a. Two (2) baggage storage racks. Each rack shall have at least two (2) shelves and utilize the space of two removed seat sections.
 - b. Two (2) entry/exit doors.
 - c. Fully padded, bench passenger seats of the kind typically found in school buses.
 - d. Handhold rails mounted on the ceiling to assist riders to and from seats.
 - e. Operating heaters and air conditioners suitable for maintaining comfortable temperatures.
 - f. A clock at least ten (10) inches in diameter mounted in the forward section of the bus.
 - g. Obtain required state and federal licensing and permits.
 - h. Propose an appearance package for the buses to include paint scheme, colors and graphics. Graphics shall display clear, permanent, markings designating them as "KCI Employee Bus". Such overall graphics will be approved by the Aviation Department.

- i. Provide all requirements associated with these vehicles such as maintenance and supplies.

B. Maintenance: Contractor shall:

1. Comply with random, unannounced spot inspections of all buses used in the performance of this contract to ensure compliance with contract provisions. Those vehicles found not to be in compliance shall be immediately removed from service until such time that they are either returned to compliance or replaced.
2. Conduct all shuttle bus vehicle maintenance at an off-airport facility.
3. Wash the exterior of all buses at least once a week or more frequently as necessary. Contractor may use the Bus Washing Facility, when available, located next to the fuel facility.
4. Maintain interiors of all buses to include, but not be limited to the following:
 - a. Daily - swept, trash emptied, dusted and spot mopped.
 - b. Weekly - fully mopped, windows cleaned, and driver's area cleaned.
 - c. Monthly - fully cleaned throughout, including the driver's area, dashboard, windows, ceiling, walls, seats, and all other interior areas.
 - d. More frequent cleaning to occur as necessary.
 - e. Contractor is responsible for providing batteries and openers for remote-operated gate openers that are used to open bus gate(s) at the Mexico City Employee Parking Lot.

IV. PERSONNEL

- A. Management Personnel. Contractor shall employ and maintain, within the Kansas City area, sufficient management personnel necessary for the safe and efficient operation of the transportation services furnished hereunder and who shall be the Contractor's liaison to customers. Contractor shall provide Aviation Department the name(s), address(es), phone number(s), and if applicable, e-mail address(es) of such management personnel.

With reasonable notice from Aviation Department, a designated member (or representative) of Contractor's management personnel shall be required from time to time to attend the Airline Manager's Committee meetings. Failure to attend such meetings may result in liquidated damages of One Hundred Dollars (\$100.00) pursuant to paragraph X below.

- B. Operations Personnel. Contractor shall hire and supervise a sufficient number of drivers and any other operations personnel necessary for the safe and efficient operation of the shuttle bus system in order to provide continuous and reliable service. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of the State of Missouri.

C. Contractor is responsible to assure that each driver shall:

1. Possess a valid state commercial driver's license of at least a Class B type authorizing such person to operate a commercial passenger vehicle of the size and type required by this contract.
2. Be certified as having successfully completed a course of training including twenty (20) hours of classroom instruction and a minimum of fifteen (15) hours of behind-the-wheel training with a certified driver-trainer. Additionally, driver shall receive special training, periodic retraining and spot checks in the areas of defensive driving, first-aid skills, and pre-trip inspections.
3. Have satisfactorily passed a criminal background check and driving record check prior to employment by the Contractor and annually thereafter to the extent permitted or available by law.
4. Have appropriate identification which shall be in the driver's possession at all times while on duty and shall operate the buses in accordance with the laws of the State of Missouri.
5. Be courteous and maintain a professional appearance at all times.
6. Prior to employment and from time to time thereafter, to the extent permitted by law, undergo such tests as may reveal, within reasonable medical or scientific certainty, the presence or absence of drugs or controlled substances in the body. The results of such tests must be negative as a condition of employment.
7. Refrain from smoking, eating or drinking on the bus; refrain from drinking any intoxicating beverage and not be under the influence of narcotics or alcohol while operating any bus; refrain from driving a bus in a condition of mental or emotional instability. Contractor shall prohibit the use of non-prescription drugs, which inhibit the safe operation of the bus. Any violation of these rules shall be reported to the Aviation Department.
8. Pass any medical physical exams required. Conduct any Department of Transportation required drug and alcohol testing.
9. Refrain from using profanity or other unbecoming acts.
10. Keep informed of all rules and regulations affecting the operation of commercial vehicles and standards of conduct.
11. Comply with all other requirements of applicable city, state or federal law or regulations.
12. At least one driver shall carry a cell phone with one designated number so the driver can be contacted by Contractor or airport personnel when necessary.

D. Uniforms and Name-Tags. Contractor shall provide uniforms and name tags for drivers. Contractor shall submit the proposed uniform concept to the Director of Aviation for approval within 14 days of being awarded the contract. Contractor's employees shall wear these uniforms and name tags at all times while on duty.

V. **SAFETY PROGRAM**: Contractor shall be responsible for implementing and maintaining a comprehensive transportation safety program. A summary of the safety program shall be provided by the Contractor for review and approval by the Aviation Department.

VI. **CUSTOMER COMPLAINTS**: Contractor shall respond to all customer correspondence and complaints, both written and oral, within 72 hours from receipt of complaint. Copies of all customer complaints and correspondence and Contractor's response shall be forwarded to Aviation Department within 24 hours of Contractor's response. Contractor shall provide a sign, posted on each bus, which will give the name, address and telephone phone number of a contact person for customers to call or write if they have a complaint or question.

VII. **REPORTING REQUIREMENTS**: Contractor shall provide statistical information regarding ridership to assist management in making decisions with respect to bus schedules and staffing. Such statistical information shall be given to the Aviation Department on a monthly basis.

VII. **PROVIDED BY CITY**: The Kansas City, Missouri Aviation Department shall:

- A. City shall supply the diesel fuel necessary for Contractor to perform its scope of work at no additional cost to Contractor. Contractor must abide by all rules, policies or regulations in effect.
- B. Provide the Contractor with an 8'x 4' storage/office area located in the main bus shelter at the Mexico City Employee Parking Lot. Contractor shall be responsible for all fixtures/furniture to be used in this area and for all supplies and cleaning of the storage/office facility.
- C. Provide and pay for all utilities except telephones.
- D. Provide a restroom facility located in the main bus shelter, at the Mexico City Employee Parking Lot, that is for the sole use of the Contractor's employees. Contractor is responsible for all supplies and cleaning of the restroom facility.
- E. Provide designated parking spaces for buses at the Mexico City Employee Parking Lot. Contractor shall be billed for their employee parking based on the number of gate cards that are issued to employees. This price paid by the Contractor shall be the same price paid by all other users of the parking facility.

X. **LIQUIDATED DAMAGES**

- A. Contractor acknowledges and agrees that, based on the experience of the City, violations of the Employee Bus Contract by Contractor commonly result in additional costs to the City. Additional costs include but are not limited to: costs related to delays in the system,

handling of riders' complaints, additional work for City, investigations and the cost of monitoring compliance of this Contract.

- B. Contractor further acknowledges and agrees that the cost to the City of any particular violation is difficult to establish.
1. After reasonable notice under the circumstances and reasonable opportunity for Contractor to correct the violation, as set forth below, the City shall be entitled to deduct from any amounts due under the Contract and shall retain as liquidated damages at the rate of one hundred dollars (\$100) per occurrence but not to exceed five hundred dollars (\$500.00) per bus per day in the event of the following:
 - a. Failure by Contractor or any of its employees to perform any of the tasks listed in the Specifications/Scope of Services, except as specifically listed in subparagraph 2 and 3 below;
 - b. Late or early bus departures.
 2. Failure of an employee to wear the prescribed uniform or name tag while on duty shall entitle the City to deduct from any amounts due under the Contract and shall retain as liquidated damages the sum of \$50 per violation.
 3. In the event any bus surpasses five (5) years of age, and without written approval from the Aviation Department as described in Section III, Bus Requirements, Contractor will be assessed liquidated damages in the amount of \$1,000 per month until such time as replacement bus arrives on airport and meets all requirements of specifications as noted in contract and is ready for service.

In the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet City requirements.

XI. INSURANCE AND INDEMNIFICATION: Insurance and indemnification requirements are set forth in Part II of the Contract.

ATTACHMENT B - COMPENSATION SCHEDULE/PRICES

The maximum amount that City shall pay Contractor under this Contract is set forth in the Compensation Schedule/Prices Form which is attached hereto and incorporated in this contract as **Attachment B**. Contractor shall provide all Work at the prices contained in Contractor’s Compensation Schedule/Prices Form.

The Director of Aviation may encumber an additional amount not to exceed \$100,000.00 each year, to pay contingent expenses for additional buses or round trips as herein provided for, as may be agreed to by Contractor and City.

Instructions in completing the - COMPENSATION SCHEDULE/PRICE form

Line a: The contract term is for four (4) years with two (2) potential one-year renewals. You are required to maintain five (5) buses; four primary and one spare. Therefore, please write your proposal for each contract year using **annual** dollar amounts. Your Proposal should reflect the total for all five buses combined; do not propose on each bus.

Line b: Currently, one round trip is defined as leaving the Mexico City Employee Parking Lot to Terminal “B” then Terminal “C” and returning to the Mexico City Employee Parking Lot (as shown on **Attachment E, Bus Route Map**). Currently, there are 91 round trips per day. Each round trip is approximately 5.6 miles and takes approximately 30 minutes. Therefore, please write your proposal for each contract year using **annual** dollar amounts. Your Proposal should reflect the total of all round trips for the year.

Lines c and d: We may need to add or delete buses and/or round trips to accommodate fluctuations in ridership. Therefore, propose the **annual** cost of adding or deleting one bus or one round trip. Your Proposal should reflect the annual cost of only one bus and one round trip. For billing purposes, the amounts proposed in lines “c or d” would be added or deleted from lines “a and b” listed below (if additions or deletions are necessary due to ridership fluctuations). You need to anticipate increased or decreased costs for each contract year.

Base Proposal: The Base Proposal is the grand total of a. & b. of I through VI below. The Base Proposal shall also be written in the Compensation Schedule/Price Form following the tables below.

I. YEAR ONE:	
a. Annual Price for all five (5) buses	\$820,035
b. Annual Price for 91 round trips per day	Included in a.
Subtotal of a & b:	\$820,035
c. Annual Price to add/delete one primary bus	Add: \$146,934, Delete: \$95,583
d. Annual Price to add/delete one round trip	\$9011.37

II. YEAR TWO:	
a. Annual Price for all five (5) buses	\$840,537
b. Annual Price for 91 round trips per day	Included in a.
Subtotal of a & b:	\$840,537
c. Annual Price to add/delete one primary bus	Add: \$150,607, Delete: \$97,973
d. Annual Price to add/delete one round trip	\$9236.67

III. YEAR THREE:	
a. Annual Price for all five (5) buses	\$861,550
b. Annual Price for 91 round trips per day	Included in a.
Subtotal of a & b:	\$861,550
c. Annual Price to add/delete one primary bus	Add: \$154,373, Delete: \$100,422
d. Annual Price to add/delete one round trip	\$9467.58

IV. YEAR FOUR:	
a. Annual Price for all five (5) buses	\$883,088
b. Annual Price for 91 round trips per day	Included in a.
Subtotal of a & b:	\$883,088
c. Annual Price to add/delete one primary bus	Add: \$158,232, Delete: \$102,932
d. Annual Price to add/delete one round trip	\$9704.26

V. RENEWAL YEAR ONE:	
a. Annual Price for all five (5) buses	\$905,167
b. Annual Price for 91 round trips per day	Included in a.
Subtotal of a & b:	\$905,167
c. Annual Price to add/delete one primary bus	Add: \$170,398, Delete: \$ 110,847
d. Annual Price to add/delete one round trip	\$9946.89

VI. RENEWAL YEAR TWO:	
a. Annual Price for all five (5) buses	\$927,797
b. Annual Price for 91 round trips per day	Included in a.
Subtotal of a & b:	\$927,797
c. Annual Price to add/delete one primary bus	Add: \$174,658, Delete: \$113,618
d. Annual Price to add/delete one round trip	\$10,195.57



GENERAL SERVICES CONTRACT COMPENSATION SCHEDULE/PRICE FORM

Project/Contract No.: 622070038

Contract Title: Employee Shuttle Bus Service

Contractor: First Student, Inc.

1. The undersigned Contractor, having examined the Proposal Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Proposal is selected by City, to enter into a contract with City using the contract provided in the proposal package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Proposed Price(s) shall be shown in both words and figures.

TOTAL BASE PRICE IN NUMERIC FIGURES: \$ 5,238,174

TOTAL BASE PRICE IN WORDS: Five million two hundred thirty-eight thousand one hundred seventy four

3. This form incorporates the Compensation Schedule/Prices Form which must be completed and returned with the Proposal.

4. The undersigned Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Proposal and proposal documents and the written resolution thereof by the City is acceptable to Contractor.

5. The undersigned Contractor agrees that this Proposal shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Proposals are opened.

6. The undersigned Contractor certifies that this Proposal contains no modifications, deviations, riders or qualifications.

7. The undersigned Contractor acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated
(1)	(8/27/2020)	()	()	()	()
(2)	(8/28/2020)	()	()	()	()
()	()	()	()	()	()

8. By submitting its Proposal, Contractor warrants that if its Proposal should exceed \$300,000.00 and Contractor employs fifty (50) or more people, Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Contractor further warrants that it will comply with the affirmative action requirements contained in Section 38-2, Code of Ordinances.

Business Entity Type:

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

Legal name and address of Proposer:

First Student, Inc.
10551 Barkley St. Overland Park, KS 66212

Telephone No. 913-649-3333
 Facsimile No: 913-649-3334
 E-Mail Address: roger.moore@firstgroup.com
 Federal Identification Number 59-2364035

I hereby certify that I have authority to execute this document on behalf of Proposer, person, firm, partnership, corporation or association submitting Proposal.

By: Roger Moore
 (Signature)

Roger Moore
 (Print Name)

Title: Sr. Vice President

Date: 9/8/2020

ATTACHMENT C - EMPLOYEE BUS SCHEDULE

KCI EMPLOYEE BUS SCHEDULE

FROM EMPLOYEE PARKING LOT

12:00am	08:30am	03:45pm
12:30am	09:00am	04:00pm
01:00am	09:30am	04:15pm
01:30am	09:45am	04:30pm
02:00am	10:00am	04:45pm
02:30am	10:15am	05:00pm
02:45am	10:30am	05:30pm
03:02am	10:45am	06:00pm
03:10am	11:00am	06:15pm
03:20am	11:05am	06:30pm
03:30am	11:15am	06:45pm
03:40am	11:25am	07:00pm
03:50am	11:35am	07:15pm
04:05am	11:45am	07:30pm
04:15am	11:55am	07:45pm
04:30am	12:00pm	08:00pm
04:45am	12:15pm	08:10pm
05:00am	12:25pm	08:20pm
05:10am	12:35pm	08:30pm
05:20am	12:45pm	08:40pm
05:30am	01:05pm	08:50pm
05:45am	01:15pm	09:00pm
06:00am	01:25pm	09:15pm
06:15am	01:45pm	09:30pm
06:30am	02:00pm	09:45pm
06:45am	02:15pm	10:00pm
07:00am	02:30pm	10:30pm
07:15am	02:45pm	11:00pm
07:30am	03:00pm	11:30pm
07:45am	03:15pm	
08:00am	03:30pm	

Employees will be picked up and dropped off at the 4 designated stops at the commercial lanes of the terminals. The bus will make only one pass through the terminals before heading back to the employee lot. Due to constantly changing traffic in the terminals we will be unable to establish a scheduled pick up time at the terminals. The bus will be making a continuous loop from the employee lot through both terminals and back.

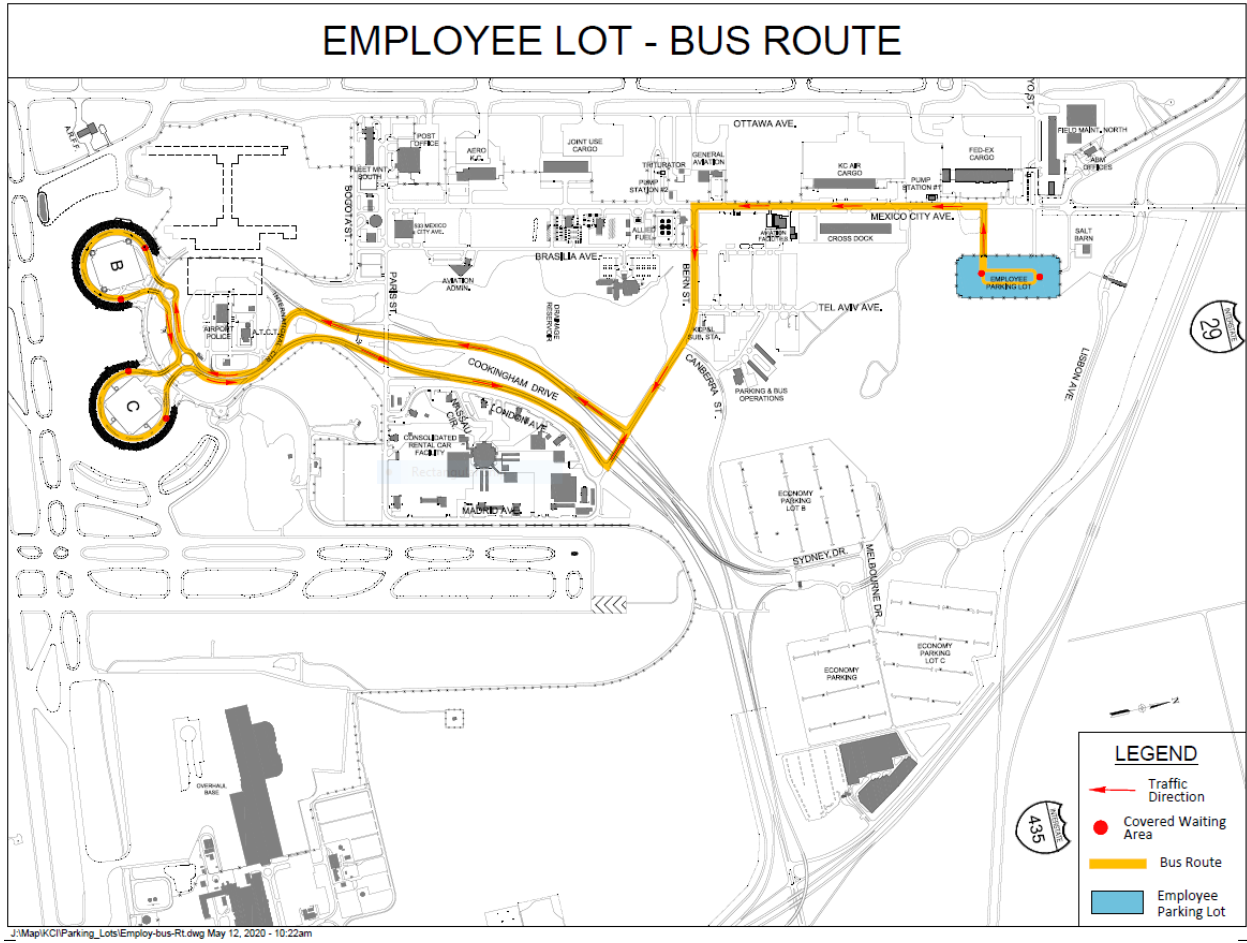
It will take an average of 10-12 minutes to reach Stop #1 in B Terminal from the employee lot. Depending on traffic and construction it will take 10 – 15 minutes between stops #1 through #4 totaling an average of 25 minutes for a round trip.

ATTACHMENT D – LIST OF AIRPORT USERS

Company	No. of Riders
AKAL	390
American Airlines	239
Aviation Department	133
AvFlight	16
Bags Inc	12
Delta Global	26
Delta Airlines	120
Delta Maintenance	26
First Student	14
Frontier	2
G2 Secure Staff	57
GAT	31
HMS Host	11
ISS Facility Service	1
NAS	25
Paradies	12
Piedmont	101
Prime Flight	17
Republic Airlines	207
Southwest	440
KCI Super Shuttle	2
United Airlines	120
VMD Corp	4
Woodley Building Maintenance	2
	<hr/> <hr/> 2008

Updated 7/7/2020

ATTACHMENT E – BUS ROUTE MAP



SAMPLE GENERAL SERVICES
CONTRACT
Part II

Sec. 1. General Indemnification.

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

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
2. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
3. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by 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. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Insurance.

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability limit
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.
2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

- \$500,000 disease-policy limit
- \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

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

C. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to

indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event Contractor fails to maintain the required insurance coverage in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

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

Sec. 3. Bonds.

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are 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 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4. 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. 5. Term of Contract. This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Contract is signed by all parties; (2) the Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 6. Payment. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all

provisions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined. Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract. Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

Sec. 7. 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. 8. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 9. City's Right to Terminate 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.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return

to City any remaining sums within thirty (30) days of the effective date of termination. All work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

Sec. 10. Default and Remedies. If Contractor shall be in default or 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 seven (7) days written notice and opportunity to cure such default or breach. If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver or Modification.

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. 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. 13. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If 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. 14. Records.

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.

Sec. 15. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the 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. 16. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Contract. Contractor shall comply with all of the requirements imposed by the City's HRD Forms and Instructions for Non-Construction Proposals and its Contractor Utilization Plan.

Contractor's compliance with this Section is a material part of this Contract.

Sec. 17. Tax Compliance. If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

Sec. 18. City's Buy American and Missouri Preference Policies. 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. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 19. Assignability & Subcontracting.
A. 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. 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. 20. 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. 21. Rules of Contract Construction. City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Reports. Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

Sec. 23. Notices. All notices required by this Contract shall be in writing sent by

facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Contract if to the Contractor and to the City person and address listed on Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

Sec. 24. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Section 25. 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 authorized 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/xprevprot/program/gc_118522_1678150shtm . 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 the Contract, or at any point during the term of the Contract if requested by City.

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

Sec. 1. Assurances.

A. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public.

D. As part of the consideration of this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall

maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.

E. As part of the consideration of the Contract, Contractor does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
2. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.

F. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the

procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Contractor agrees to insert the foregoing six provisions (A-F) in any Lease/Contract/Agreement by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. Contractor agrees that it will undertake an affirmative action plan in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

I. The City reserves the right, but is in no way obligated to Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Contractor, and without interference or hindrance from Contractor.

J. The City reserves the right, but is in no way obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.

K. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

L. The Contract is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

M. Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.

N. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the

abatement of such interference, all at the expense of Contractor.

O. Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

P. This Contract and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

Sec. 2. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

Sec. 3. Immigration Reform and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City to inspect its personnel records to verify such compliance.

Sec. 4. Disadvantaged Business Enterprise Requirements. To the extent that this Contract is covered by 49 CFR Part 23, Subpart F, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Contractor agrees that it will not discriminate

against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Contract covered by 49 CFR Part 23, Subpart F.

Contractor agrees to include the foregoing statement in any subsequent Contract that it enters and cause those businesses to similarly include said statement in further agreements.

Sec. 5. Restricted Areas/Security.

Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Contractor, its officer, employees, invitees or Contractors cause or contribute to unauthorized persons or

vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

Sec. 6. General Civil Rights Provisions.

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractors from the RFP solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. 7. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or

the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. For persons with Limited English Proficiency (LEP), please contact KCI Airport's Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

Sec. 8. FAA Supplementary Contract Provisions (6-1-2016)

1. Civil Rights General Provisions. The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. 9. Compliance with Non-Discriminations Requirements. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may

request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Sec. 10. Title VI List of Pertinent Nondiscrimination Act and Authorities.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,

coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Sec. 11. Federal Fair Labor Standards Act (Federal Minimum Wage).

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

Sec. 12. Occupational Safety and Health Act of 1970.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ORDINANCE NO. [R-2021-00367]

Authorizing a contract with First Student, Inc. in an amount not to exceed \$820,035.00 for the first year of a four-year contract term for employee bus service at Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a contract in an amount not to exceed \$820,035.00 for the first year of a four-year contract term with First Student, Inc., to provide employee bus service at Kansas City International Airport from funds previously appropriated to Account No. 22-8300-621045-B - Parking Services Division.

Section 2. That, subject to the appropriation of funds, the Director of Aviation is hereby authorized to expend an additional total amount not to exceed \$2,585,175 for years two, three and four of the contract, as well as a total amount not to exceed \$1,832,964 for renewal years one and two, all in accordance with Attachment B - Compensation Schedule/Prices of the contract. A copy of the contract is on file in the office of the Director of Aviation.

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.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

Inter-Departmental Communication

Date: May 17, 2021

To: Mayor Quinton Lucas; Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Human Relations Department

Subject: Docket Memo #: 210406

CONTRACTOR: First Student, Inc
Address: 10551 Barkley St.,
Overland Park, KS, 66212
Contract # 622070038 – Employee Bus Service
Contract Amount: \$5,238,174.00
MBE Goal 5%
WBE Goal: 0%
Total MBE Achieved: 38%
Total WBE Achieved: 0%

MBE SUBCONTRACTORS:
Name: BOD Ventures, Inc
Address: 7427 Troost Ave
Kansas City, MO 64131
Scope of Work: Shuttle Services
Dollar Amount: \$1,969,553
Ownership: Muoghalu, Michael
Structure: African-American Male Code 15

WBE SUBCONTRACTORS:
None

COMMENTS:
At the time that the Goals were established for the project there was no WBE availability in Transportation Services.



Legislation Text

File #: 210439, Version: 1

ORDINANCE NO. 210439

Authorizing the Manager of Procurement Services to execute a \$675,000.00 Art Purchase Contract with Sculpture Park LLC for the acquisition of the sculptural work “Molten Swing” through the One Percent for Art Program at the KCI New Single Terminal project.

WHEREAS, the Municipal Arts Commission met on April 9, 2021, and voted unanimously to approve the artist’s proposal; NOW, THEREFORE,
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a 675,000.00 Art Purchase Contract with Sculpture Park LLC for the acquisition of “Molten Swing” for the KCI New Single Terminal. A copy of the contract, in substantial form, is on file with the Manager of Procurement Services.

Section 2. That the sum of \$675,000.00 has been previously appropriated to Account No. 8561-627270-611060-62210544.

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.

Tammy Queen
Director of Finance

Approved as to form and legality:

Matthew Cooper
Assistant City Attorney

CONTRACT

210439

Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Public art by Sculpture Park LLC for the KCI New Single Terminal	May 2021	Per Ordinance 60321, one percent of the vertical construction has been set aside for the adornment of this public building.

Details

Reason for Contract
 This contract is with Sculpture Park LLC to produce a One Percent for Art project entitled "Molten Swing" for the KCI New Single Terminal. This supplier was chosen from 288 applicants by a public art selection panel and the supplier's proposal was approved by the Municipal

Discussion (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)

Kansas City Aviation Department account
 8561-627270-611060-62210544

KCAD will maintain the artwork in future years, estimated at \$5,000 per year

Roles and Responsibilities

Sponsor	Katheryn Shields
Department or Programs Affected	General Services Division One Percent for Art Program Kansas City Aviation Department
Recommended Awardee	Sculpture Park LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Opponents	Groups or Individuals Reason for Opposition
Responsibilities	Design Engineering: Inspections: Construction or Project Management: Service Monitoring:

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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	Operational Impact Assessment	None. Operations will continue without interruption of service.
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(Continued on reverse side)

Details

Is It Good For The Children?
 Children at KCI will delight in the color, light and shadows that stream through the artwork.

How will this contribute to a sustainable Kansas City?
 This work of art will have a lifespan as long as the New Single Terminal

Finances

City's Estimate of Cost		\$
Bid or Proposal Data	<i>Lowest Contract Cost Submitted</i>	\$
	<i>No. of Proposals Considered</i>	
	<i>Reason for rejecting lowest contract cost submitted</i>	
Other Bidders or Contractors Considered		Contract Costs Submitted
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Fund Sources and Appropriation Account Codes For This Contract	from KC Aviation Department account 8561-627270-611060-62210544	
Source of Future Operating Funds	Kansas City Aviation Department	
Maximum Amount of Proposed Contract	\$	675,000
Amount of Contingency	\$	
Engineering & Administration	\$	
TOTAL	\$	675,000

Estimated Duration of Contract: 18 months

Fact Sheet Prepared by: James Martin, Public Art Administrator
 Date: April 15, 2021

Reviewed by: _____ Date: _____

Reference Numbers:

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/>	Do Not Pass

| costs

CAPITAL PROJECT

210439

Ordinance Fiscal Note

Ordinance Number

Ordinance Title (in Brief)

One Percent for Art by Sculpture Park LLC for the KCI New Single Terminal

Is this ordinance for the following:

- New Construction
- Replacement
- Repair

Was this project programmed in the Five-Year Capital Improvement Plan?

No
FY _____

If yes, please identify year in which this project was funded.

If no, please detail the reasons why this project was not included and need for present funding request.

Does this project leverage non-city funds for design/construction?

No

If yes, please identify source and amount.

If no, please identify source and amount of city funds.

Aviation Department 8561-627270-611060-62210544

If ordinance is for construction or replacement of asset please provide the following information:

Total estimated costs (design through construction): \$ \$675,000

Estimated lifespan of project in years \$ 50

Estimated annual operating and maintenance costs \$ \$5,000

(Please detail type of maintenance or operating costs needed, additional staffing, capital maintenance costs, utilities, etc.)

Are these O&M costs reflected in the current budget?

No

If yes, please provide source of funds. _____

If no, please identify year in which additional operating and maintenance costs will be needed.

FY _____

Reference Numbers: (Previously approved legislation): _____

Reviewed by:

<INSERT NAME HERE>

Office of Management and Budget

OMB Approval Date

<INSERT DATE HERE>

Yes
Yes
Yes
2024

ART PURCHASE CONTRACT
GENERAL SERVICES DEPARTMENT
EV2847- KCI Art Project- Development of “Molten Swing”

This art purchase contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Sculpture Park LLC (“Artist”). City and Artist agree as follows:

In consideration of the payments and mutual agreements contained in this contract, City and Artist agree as follows:

Sec. 1. Services to be Performed. Artist shall perform the following services in connection with the Artist’s work (the “Work”) as set forth in Attachment A:

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

Sec. 2. Responsibilities of City.

- A. City will conduct reviews of plans and respond to Artist with comments and/or approval in the times specified in the approved schedule.
- B. City will display the Artist’s name, copyright notice, title, and date of the Work near or on the Work.
- C. City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. City, to the extent allowed by law and subject to appropriation of funds, will maintain and protect the Work against the ravages of time, vandalism and the elements, taking into account the instructions of the Artist set forth when the Art is completed and installed.
- D. Repairs and Restoration.
 - 1. City will have the right to determine, after consultation with the Artist or a professional familiar with art conservation, when and if repairs and restorations to the Work will be made. During the Artist’s lifetime, the Artist will have the right to approve all repairs and restorations; provided however, that the Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration, City shall have the right to make such repair or restoration. To the extent practical, the Artist, during the Artist’s lifetime, will be given the opportunity to make or personally supervise significant repairs and restorations.
 - 2. All repairs and restorations will be made in accordance with recognized principles of conservation.
- E. Alterations of the Work or of the Work site. City agrees:

1. Not to intentionally damage, alter, modify or change the Work without written approval of the Artist.
2. To notify the Artist of any proposed alteration of the site that would affect the intended character and appearance of the Work and will consult with the Artist in the planning and execution of any site alteration and will make a reasonable effort to maintain the integrity of the Work.
3. Not to remove the Work from public display or destroy the work for a period of fifteen (15) years from final acceptance.
4. In the event the City desires to remove the Work from the site after fifteen (15) years, and the removal would result in the destruction, distortion, mutilation or other modification of the Work, City will give the Artist notice as provided herein of the City's intended action. The Artist has 90 days after the mailing of such notice either to remove the Work or to pay for its removal. If the Work is removed at the expense of the Artist, title to the Work shall be deemed to be in the Artist. If the Artist fails to remove the Work within the 90-day period, City may proceed to remove the Work with no further liability to Artist.
5. Not to intentionally use the Work in any manner which would reflect discredit on the Artist's name or reputation as an Artist or which would violate the spirit of the Work.

Sec. 3. Term of Contract.

- A. Contract shall start upon executed signatures by all parties. This executed contract will serve as the Notice to Proceed (NTP). The contract shall expire on March 31, 2023. A contract amendment will be needed to extend the expiration date, if applicable.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Artist under this contract is \$675,000. City is not liable for any obligation incurred by Artist except as approved under the provisions of this contract.

Sec. 5. Method of Payment.

- A. Method of Payment. Upon completion of each task set forth below Artist shall invoice City, stating completion of the task and all actual reasonable expenses incurred and allowed under this contract and the amount due. City, upon approving the invoice, shall remit payment to Artist in accordance with the following schedule:

1. \$84,375 upon execution of this contract;
2. \$168,750 upon approval of the final design concept and issuance of NTP;
3. \$337,500 upon certification by the Artist that fabrication of the Work is complete;
4. \$59,063 upon delivery and installation of the Work to the site; and
5. \$25,312 within thirty (30) days following final acceptance of the Work.

- B. Condition Precedent to Payment.

1. Artist shall submit all invoices in a form provided by the City.
2. It shall be a condition precedent to payment of any invoice from Artist that Artist is in compliance with, and not in breach or default of, all terms, covenants and conditions of this contract. If damages are sustained by City as a result of breach or default by Artist, City may withhold payment(s) to Artist for the purpose of set off until such time as the exact amount of damages due City from Artist may be determined.

3. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the contract. City is not liable for any obligation incurred by Artist except as approved under the provisions of this contract.
4. The Work shall be developed, fabricated and installed without further compensation than that provided for in this contract.

Sec. 6. Warranties of Title. The Artist represents and warrants that:

1. The Work is solely the result of the artistic effort of Artist;
2. The Work is unique and original and does not infringe upon any copyright;
3. That the Work, or a duplicate has not been accepted for sale elsewhere;
4. The Work is free and clear of any liens from any source whatsoever; and
5. Prior to final payment, Artist will furnish City with notarized statements from the fabricator, if applicable, and all other suppliers of materials used in the Work that all monies due have been paid.

Sec. 7. Notices. All notices required by this contract shall be in writing and sent to the following:

City:

General Services Department
Cedric Rowan, Manager of Procurement Services
414 E 12th St, 1st Floor
Kansas City, MO 64106
Phone: (816) 513-0804
E-mail address: cedric.rowan@kcmo.org

General Services Department
James Martin, Public Art Administrator
414 E 12th St, 17th Floor
Kansas City, MO 64106
Phone: (816) 315-0504
E-mail address: james.martin@kcmo.org

Artist:

Sculpture Park, LLC
Att'n: Soo Sunny Park
75 Red Oak Ridge
Orford, NH 03777

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

Sec. 8. Risk of Loss. The risk of loss or damage to the Work shall be borne by the Artist and the Artist shall take such measures as are necessary to protect the Work from loss or damage until its final acceptance by City.

Sec. 9. Title and Ownership. Upon completion and installation of the Work and upon final acceptance and final payment to the Artist by City, title to the Work shall pass to the City. Consistent with Section 2. E.4., and in the

case of removal, the Artist is aware of and hereby specifically waives all rights under the Artists Visual Rights Act of 1990, 17 U.S.C. Sections 106A and 1133, or as subsequently amended, with regard to the Work.

Sec. 10. Copyright.

- A. The Artist shall retain the ownership of copyrights in and to the Work, plans, drawings, schematics, design studies and models prepared by the Artist in connection with this commission, except as limited by this paragraph. The Artist agrees that it will not make any additional exact duplicates or three-dimensional reproductions of the exact design dimensions and materials of the Work nor grant others permission to do so, except with the written permission of City.
- B. The Artist grants to City a license to use photographic reproductions of the Work in advertising brochures, media publicity, and promotion of its activities, catalogues, site guides, books and publications for noncommercial purposes. If reproductions by either party where the Work is the central focus of the reproductions are made, there shall be included credits listing the Artist as the creator of the Work and owner of its copyright, and City as the party which owns and commissioned the Work, and they agree to use their best efforts to secure credits in any reproduction or public showing of a reproduction or public show of a reproduction by other parties.

Sec. 11. No Gratuities and Kickbacks. The provisions of City’s Code Section 3-303, prohibiting gratuities to city employees, and kickbacks by subcontractors, and Code Sections 3-307, imposing sanctions for violations, shall apply to this contract.

- A. **Gratuities.** Artist certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefore.
- B. **Kickbacks.** Artist certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Artist or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Sec. 12. Prohibition Against Contingent Fees. The provisions of City’s Code Section 3-305 prohibiting the retention of persons to solicit contracts for contingent fees, and Sections 3-307, imposing sanctions for violations, shall apply to this contract. Artist certifies that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Artist for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Sec. 13. Subcontracting. City authorizes Artist to subcontract with the individuals, firms or entities identified in **Attachment D**, Subcontractors List. **Attachment D**, and the additional conditions stated therein, shall be incorporated into this contract. Artist shall not subcontract, assign or transfer any part or all of Artist’s obligations or interests without City’s prior written approval.

Sec. 14. Attachments. The following documents are attachments to this contract and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services
Attachment B – Schedule of Performance
Attachment C – Non-Construction Subcontractor Listing
Attachment D – Prevailing Wage Requirements

Annual Wage Order No. 27

County Clay
Work Type:
State – Building
Federal – Building

Division of Labor Standards Rules & Regulations
01290.03 Certified Payroll Instructions
01290.04 Certified Payroll Example
01290.05-06 Certified Payroll Report
01290.07 Payroll Certification
01290.08 Wage Rate Verification Questionnaire
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment

Attachment E – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment F – 00620 Insurance Certificate

Sec. 15. Design Standards.

Except as otherwise directed in writing by City, Artist shall use all applicable design standards required by federal, state, local laws or codes or such standards recognized and used in the industry in the performance of services under this contract. In the development of any design under this contract, Artist shall comply with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the provisions of the Missouri Domestic Product Procurement Act, Section 34.350 RSMo. Artist shall notify and explain to City any applicable exceptions under these acts. Artist shall endorse all plans and specifications, or estimates, and engineering data furnished under this contract. All subcontractors as appropriate shall endorse their respective plans and specifications.

Sec. 16. General Indemnification.

- A. For purposes of this Section 16 only, the following terms shall have the meanings listed:
1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by City in the enforcement of this indemnity obligation.
 2. **Artist's Agents** means Artist's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.
 3. **City** means City, its Program Manager/Construction Advisor, if any, and their respective agents, officials, officers and employees.
- B. Artists' obligations under this section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Artist is required to procure and maintain under this contract. Artist affirms that it has

had the opportunity to recover the costs of the liability insurance required in this contract in its contract price.

- C. Artist 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 Artist or Artist's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Artist 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. 17. Indemnification for Professional Negligence. Artist shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Artist, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this contract. Artist 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. 18. Insurance

- A. Artist shall procure and maintain in effect per the requirements below, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this contract, Artist shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Artist Self-Insured Retention.
 - 1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - c. No Contractual Liability Limitation Endorsement
 - d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent
 - 2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - a. Workers Compensation Statutory
 - b. Employers Liability
 - c. \$100,000 accident with limits of:
 - d. \$500,000 disease-policy limit
 - e. \$100,000 disease-each employee
 - 3. Commercial Automobile Liability Insurance at the execution of the contract and throughout the duration of the contract: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Artist owns vehicles, coverage shall be provided on an "any auto" basis. If the Artist does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business

Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the contract, by Artist.

4. If applicable, Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.
- B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract. Artist shall provide to City at execution of this contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- C. If Artist provides Commercial General Liability Insurance or Professional Liability Insurance through a Subcontractor, Artist shall contractually require the Subcontractor to include City as additional insured in the Subcontractor's policy. Artist shall deliver to City, prior to the start of any work at the project site, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. Artist shall contractually require its Subcontractor to 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 Subcontractor or Subcontractor's agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Artist must provide evidence that this requirement has been complied in accordance with the provisions of this contract.
- D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- E. Artist's failure to maintain the required insurance coverage will not relieve Artist of its contractual obligation to indemnify City pursuant to Sections 16 and 17. If the coverage afforded is cancelled or changed or its renewal is refused, Artist shall give at least thirty (30) days prior written notice to City. In the event of Artist's failure to maintain the required insurance in effect, City may order Artist to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.
- F. In no event shall the language in this section constitute or be construed as a waiver or limitation of City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Defaults and Remedies.

- A. Artist shall be in default of this contract upon the happening of any of the following events:
 1. If Artist fails to comply with any of the provisions required of Artist under this contract, and such failure continues for a period of ten (10) days after written notice thereof is given to Artist by City; or
 2. If, by operation of law or otherwise, the right, title, or interest of Artist in this contract is transferred to, passes to, or devolves upon any other person, firm or corporation without written consent of City; or
 3. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Artist's performance under this contract, and which attachment, execution or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or

4. Upon the suspension, revocation or termination of any power, license, permit, or authority that has the effect of preventing Artist from performing under this contract.
- B. Upon the occurrence of any one or more of the events as set forth in sub-paragraphs A1 through A4 of this Section, or upon any other default or breach of this contract, City may, at City's option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default:
1. Suspend City's performance withhold payment or invoke any other legal or equitable remedy after giving Artist notice and opportunity to correct such default or breach.
 2. Interplead funds to a court or pay any sum required to be paid by Artist to parties other than City, and which Artist has incurred in connection with this contract and failed to pay. Any amount so paid in good faith by City, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Artist to City on demand; or
 3. Enjoin any breach or threatened breach by Artist of any covenants, agreements, terms, provisions or conditions hereof; or
 4. Bring suit for the performance of any covenant devolving upon Artist for performance or damage thereof, all without terminating this contract; or
 5. Terminate this contract upon ten (10) days written notice to Artist, specifying date of termination.

Sec. 20. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that City may have exercised any remedy without terminating this contract shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

Sec. 21. Americans with Disabilities Act. Artist agrees to comply, during the course of this contract, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time.

Sec. 22. Merger. This contract, including any referenced Attachments, constitutes the entire agreement between City and Artist with respect to this subject matter, and supersedes all prior agreements between City and Artist with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this contract.

Sec. 23. Modification.

- A. Unless stated otherwise in this contract, no provision of this contract may be waived, modified or amended except by written amendment signed by City and Artist.
- B. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this contract, shall affect or modify any term or terminology of this contract and any such act, conversation or communication shall not be binding upon City or Artist.

Sec. 24. Binding Effect. This Contract shall be binding upon City and Artist and their successors in interest.

Sec. 25. Representations and Warranties. City and Artist each certify that it has the power and authority to execute and deliver this contract, to use the funds as contemplated hereby and to perform this contract in accordance with its terms.

Sec. 26. Prevailing Wage.

A. Prevailing Wage.

1. Artist shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Artist shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Artist shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Artist and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Artist shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Artist for its use and for distribution to Subcontractors. Artist shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
 - b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Artist and each Subcontractor.

- d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."
5. Artist shall make all of Artist's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Artist shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Artist's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Artist shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Artist's cost. City, in its sole discretion, may require Artist to send any of the Records directly to the person who requested the Record at Artist's expense.
 6. Artist shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Artist and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
 7. If the Contract Price exceeds \$250,000.00, Artist shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Artist or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Artist may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.
 8. Artist must correct any errors in Artist's or any Subcontractors' Records, or Artist's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 9. Artist shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Artist shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Artist's sole cost and expense.
 10. Artist shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Artist and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Artist and each of its Subcontractors, are filed by Artist.
 11. Artist shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Artist or by any of Artist's Subcontractors.

If Artist or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Artist becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

- B. **Prevailing Wage Damages.** Artist acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Artist or its Subcontractors, commonly result in additional costs to City. Artist agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Artist or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Artist setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Artist shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Artist fails to respond within the specified time, the City's original notice shall be deemed final. If Artist responds to City's notice, City will furnish Artist a final decision in writing within five (5) days of completing any investigation.

Sec. 27. Workforce. If Artist is required to pay prevailing wages for the work performed pursuant to this Contract, Artist agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-527 and as hereinafter amended. Artist shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Artist's compliance with this provision is a material part of this Contract.

Sec. 28. Professional services certification. Code Section 2-83, prohibiting contracts with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this contract. Artist certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of this contract, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this contract.

Sec. 29. Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Artist shall use all applicable design standards required by federal, state, local laws or codes or such standards recognized and used in the industry in the performance of services under this contract.
- B. Artist shall endorse all plans and specifications, or estimates, and engineering data furnished under this contract if prepared by Artist. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the project.
- C. Artist shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Artist.

Sec. 30. 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. City and Artist: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; and no other (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. 31. Compliance with Laws. Artist shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 32. Termination for Convenience.

- D. City may, at any time upon ten (10) days' notice to Artist 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. Artist shall prepare an accounting of the services performed and money spent by Artist up to the effective date of termination and shall return to City and remaining sums within thirty (30) days of such date.
- E. If this contract is terminated prior to Artist's completion of services, all work or materials prepared or obtained by Artist pursuant to this contract shall become City's property.
- F. If this contract is terminated prior to Artist's completion of the services to be performed hereunder, Artist 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. Artist shall prepare an accounting of the services performed and money spent by Artist up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 33. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this 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 Artist to which the same may apply and, until complete performance by Artist 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. 34. Acceptance. No payment made under this contract shall be proof of satisfactory performance of the contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 35. 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. 36. 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. 37. 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. 38. Records.

- G. 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.
- H. Artist 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 Artist shall provide access to City of all Records upon ten (10) days written notice from City.

Sec. 39. Affirmative Action.

- I. If this Contract exceeds \$300,000.00 and Artist employs fifty (50) or more people, Artist shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Artist 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. Artist shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Artist shall:
1. Submit, in print or electronic format, a copy of Artist'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, Artist does not possess a current certification of compliance, Artist 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, Artist 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.
- J. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Artist fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Artist 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. 40. Tax Compliance. Artist shall provide proof of compliance with City's tax ordinances administered by the City's commissioner of revenue as a precondition to City making the first payment under this contract or any contract when the total contract amount exceeds \$160,000.00. If Artist performs work on a contract that is for a term longer than one year, the Artist also shall submit to City proof of compliance with City's tax ordinances administered by City's commissioner of revenue as a condition precedent to City making final payment under the contract.

Sec. 41. Assignability or Subcontracting. Artist shall not subcontract, assign or transfer any part or all of Artist's obligations or interests without City's prior approval. If Artist shall subcontract, assign, or transfer any part of Artist's interests or obligations under this contract without the prior approval of City, it shall constitute a material breach of this contract.

Sec. 42. Conflicts of Interest. Artist 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 Artist in this contract.

Sec. 43. Buy American Preference. It is the policy of City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 44. Independent Contractor. Artist is an independent contractor and is not City's agent. Artist has no authority to take any action or execute any documents on behalf of City.

Sec. 45. Employee Eligibility Verification. If this contract exceeds five thousand dollars (\$5,000.00), Artist shall execute and submit an affidavit, in a form prescribed by City, affirming that Artist 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). Artist shall attach to the affidavit documentation sufficient to establish Artist'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. Artist may obtain additional information about E-Verify and enroll at <https://www.e-verify.gov/>. For those Artists enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Artist will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Artist shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the contract if requested by City.

Sec. 46. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Artist a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 47. Contract Authorization. Any contract for an amount over \$400,000.00 requires City Council approval.

Sec. 48. Effectiveness; Date. This contract will become effective when City's Director of Finance has signed it. The date this contract is signed by City's Director of Finance will be deemed the date of this contract.

Sec. 49. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract

term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

ARTIST

I hereby certify that I have the authority to execute

this document on behalf of ARTIST

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A- SCOPE OF SERVICES

KCI Art Project- Development of “Molten Swing”

A. Project Understanding

Artist has been selected by the General Services Department of the City of Kansas City and the Kansas City Aviation Department (KCAD) to develop the work of art “Molten Swing” for the Escalator to Baggage Claim area in the KCI New Single Terminal in accordance with the attached proposal, while allowing for design refinements due to feedback from the KCI New Single Terminal project team and authorities having jurisdiction including, but not limited to, engineering needs and compliance with building and safety codes.

1. City will provide technical support services, as reasonably requested by the Artist, in order to permit the Artist to prepare and submit the Working Drawings.
 - a. The City shall use its best efforts to facilitate the work of the Artist and to assist the Artists, if necessary, in connection with the Artist’s services.

B. Scope of Services

1. Preliminary Phase, Design and Coordination
 - a. Artist will work with the KCI New Single Terminal Design Team to determine the specific location of the Work and prepare and submit detailed working drawings and plans and specifications, including but not limited to foundation plans, connection details, special installation details, lighting plans, calculations of foundation design, calculations of structural design, specifications which clearly outline any special materials or installation methods required (collectively “Working Drawings”) for fabrication and installation of the Work for approval by the KCMO Municipal Art Commission.
 - b. Artist shall provide detailed Working Drawings and Plans and Specifications to KCAD Including but not limited to:
 - (1) Sprinkler coverage analysis may be required and may need to be provided by artist.
 - (2) Structural loading and construction documents need to be submitted for review.
 - (3) Artist should submit information on transparency levels for lighting evaluation.
 - c. Artist shall attend meetings with City and design team for Art approvals and coordination.
 - d. Artist will not proceed with the Work until the City has approved the Site and Plans and Specifications and issued written authorization to proceed.
 - e. Work will be completed as set out in **Attachment B – Schedule of Performance**.
2. Fabrication
 - a. Artist shall fabricate the Work in accordance with the approved proposal.
 - b. City shall have the right to inspect the Work at reasonable times during the fabrication at City’s expense
3. Shipping and Delivery
 - a. Artist shall notify the City for delivery and final preparation of the site for installation of the Work.
 - b. Artist shall oversee the transportation of all components of the Work to KCI New Single Terminal.
4. Installation and Final Acceptance

- a. Artist &/or Artists team shall comply with all safety protocols and security access requirements. Completing on site Safety Training will be required.
 - b. Installation and maintenance details to be submitted to The City by Artist.
 - c. Artist shall install the Work. Artist will be responsible for providing any installation equipment (i.e. lifts, scaffolding, etc.) required to install the art and supervise any installation assistance.
 - d. Artist shall advise, consult, and inspect the completed installation of the Work at the site to ensure that the installation is in conformance with the proposal.
 - e. The Artist will provide information for a plaque that the City will have fabricated and installed on site as specified by the KCMO One Percent for Art program.
 - f. The Artist is responsible for contracting with a photographer to document the Work and will provide hi-resolution, print quality digital photographs to the Municipal Art Commission for its use in accordance with the Artist's copyright in Section 10 of this contract.
5. Final Acceptance.
- a. The Artist will advise City in writing when all services required under **Attachment A - Scope of Services**, have been completed. City will make a final inspection with the Artist and will notify the Artist in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Artist shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.
 - b. Prior to final acceptance, the Artist will provide City with a description of the methods of cleaning, preserving and maintaining the Work.
 - c. City will notify the Artist of its final acceptance of the Work. Final acceptance shall be effective as of the date City's notification of final acceptance.
 - d. Artist will guarantee to make good, at its own expense and in accordance with the instructions of City, any and all faulty or defective material or workmanship which may appear in the Artist's work for a period of one (1) year from the date of final acceptance.

ATTACHMENT B- SCHEDULE OF PERFORMANCE

KCI Art Project- Development of "Molten Swing"

Schedule of Performance. The services required of the Artist as set forth in this contract will be completed in accordance with the schedule for completion of the Work as outlined by the project schedule, provided by the design/build team and approved in writing by City, but the time limits may be extended or modified by written agreement between the Artist and City.

A. Design and Coordination

1. Artist shall complete City paperwork, licenses, insurances and required documents as outlined in the Contract. (30 days)
2. Artist shall complete the Work per the Production Schedule in Section E below.
3. Artist shall provide detailed Working Drawings and Plans and Specifications to City for review and approval. (60 days)
4. City will review Artist's submitted Working Drawings and Plans and Specifications for approval and coordination with the New Terminal. (30 days)
5. Attend meetings with City and design team for Art approvals and coordination.(monthly)

B. Fabrication

1. Fabricate the Art in accordance with the proposal. See Section E below.
2. Attend monthly check-in meetings with City and design team for fabrication milestones.

C. Shipping and Delivery

1. Artist shall notify City in writing when the Work is complete and ready to deliver and install.

D. Installation: to begin October 2022, See Section E below.

1. Artist &/or Artists team shall comply with all safety protocols and security access requirements and attend on-site safety training as required prior to installation.
2. Installation and maintenance details to be submitted to The City by Artist.
3. City agrees to grant reasonable extensions of time to the Artist in the event that there is a delay caused by conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond the Artist's reasonable control will not be considered a breach of contract; but the obligations will be suspended only for the duration of the conditions.
4. City will notify Artist of final acceptance.
5. Final Close-Out and Final Payment
 - a. Within thirty (30) days of final acceptance of the Work, Artist shall provide City with a description of the methods of cleaning, preserving and maintaining the Work.
 - b. Upon acceptance of preservation submittal by City, Artist shall submit final payment application.
6. Inauguration/Dedication
 - a. The Artist will be available at a mutually agreed to time for the inauguration or dedication ceremonies of the work, if any.

E. Production Schedule

1. 30 days: contract approval by KCMO City Council
2. May 27, 2021 Agreement execution: contract signed. May 2021 through Dec 2022: Artist will attend monthly (virtual) check-in meetings with design team, stakeholders and KCMO City Administrator to track project progress.
3. June 2021 through July 2021: Artist develops Working Drawings and Plans and Specifications for submittal to KCAD and Municipal Art Commission.
4. August 2021 – final review and coordination by city.
5. September 2021: Final design approval to proceed with fabrication of artwork.
6. by October 31, 2021; hanging connection components fabricated & installed prior to ceiling close in, Escalator to Baggage area. (see additional dates below in 6a,6b,6c, 6d, 6e)
 - a. Sprinkler Rough-In has been completed
 - b. June 2021: Project Electrical Rough-In
 - c. June 2021: Escalator installation completed
 - d. October 31, 2021: Above Ceiling work installed
 - e. Dec 2021-Feb 2022: Flooring installation completed
7. Fall-Winter 2022: Artwork fabrication complete. Packing and shipping.
8. Delivery of artwork to site prior to December 2022. *Target date of October 2022.*
9. Artist on site October/November 2022 for artwork installation with Installation Team.
10. December 2022: Last day of install, final walk through with City of Kansas City, Mo. representatives for final approval.
11. March 2023: New Single Terminal and Parking at KCI Opens



Legislation Text

File #: 210428, Version: 1

ORDINANCE NO. 210428

Authorizing a \$620,000.00 design professional services contract with Crawford, Murphy, & Tilly, Inc., for the Water Main Replacement in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue project.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services is authorized to execute Contract No. 9591 in the amount of \$620,000.00 with Crawford, Murphy, & Tilly, Inc., for the Water Main Replacement in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue, Project No. 80002271. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized to expend up to \$620,000.00, from Account No. 22-8010-807705-611040-80002271, Water Main Replacement Program, to satisfy the cost of this contract.

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.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

Ordinance Fact Sheet

A-E/Negotiated Form

Brief Title	Approval Deadline	Reason
Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue.		To authorize expenditures and execution of a Design Professional Services contract.

Details

Reason for Contract
This project is for the design to replace aging, break-prone cast iron pipe (CIP) water mains and one steel water main with ductile iron pipe (DIP).

Discussion

Project Justification
The Water Services Department is undertaking this design professional services project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

Project Description
This project includes the replacement of approximately 20,000 linear feet (LF) of 1-inch, 4-inch, 6-inch, 8-inch, 10-inch, 12-inch, 16-inch, 24-inch, and 36-inch water mains in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue, in Kansas City, Jackson County, Missouri.

- The project will replace the water mains in the following areas:
- Line 1: Replace 2,540 LF of 10-inch CIP water main with 12-inch DIP along Southwest Boulevard between W. 24th Street and W. 27th Street;
 - Line 2: Replace 1,590 LF of 36-inch CIP water main with 36-inch DIP along Southwest Boulevard between W. 25th Street and W. 27th Street;
 - Line 3: Replace 1,060 LF of 10-inch CIP water main with 12-inch DIP along Southwest Boulevard between W. 29th Street and Wyoming Avenue;
 - Line 4: Replace 660 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 25th Street to W. 26th Street;
 - Line 5: Replace 500 LF of a 6-inch CIP water main with 8-inch DIP along W. 26th Street from Jefferson Street to the end of line;
 - Line 6: Replace 660 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania between W. 31st Street and W. 32nd Street;
 - Line 7: Replace 620 LF of 24-inch CIP water main with 24-inch DIP along Pennsylvania Avenue between W. 31st Street and W. 32nd Street;
 - Line 8: Replace 380 LF of 24-inch CIP water main with 24-inch DIP along W. 32nd Street between Pennsylvania Avenue and Broadway Boulevard;
 - Line 9: Replace 670 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 31st Street and W. 32nd Street;
 - Line 10: Replace 700 LF of 16-inch CIP water main with 24-inch DIP along Broadway Boulevard between W. 31st Street and W. 32nd Street;

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Crawford, Murphy & Tilly, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: Olsson, Inc. Inspections: N/A Construction or Project Management: N/A Service Monitoring: N/A

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	N/A

(Continued on reverse side)

Details

- Line 11: Replace 1,160 LF of 6-inch CIP with 8-inch DIP along Roanoke Road between W. 34th Street and Karnes Boulevard;
- Line 12: Replace 530 LF of 6-inch CIP with 8-inch DIP along Karnes Boulevard between Roanoke Road and 24-inch CIP main crossing Karnes Boulevard;
- Line 13: Replace 3,100 LF of 8-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 35th Street and W. 39th Street;
- Line 14: Replace 2,000 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard between W. 36th Street and W. 39th Street;
- Line 15: Replace 740 LF of 16-inch CIP water main with 16-inch DIP along W. 36th Street between Broadway Boulevard and Wyandotte Street;
- Line 16: Replace 760 LF of 6-inch CIP water main with 8-inch DIP along Bridger Road between Mill Street and Westport Road;
- Line 17: Replace 1,070 LF of 8-inch CIP water main with 8-inch DIP along Westport Road between Clark Avenue to Mill Street;
- Line 18: Replace 1,110 LF of 4-inch CIP water main with 8-inch DIP along Clark Avenue between W. 40th Street and Westport Road; and
- Line 19: Replace 150 LF of 1-inch steel water main with 6-inch DIP along W. 40th Terrace between Clark Avenue and Southwest Trafficway.

This contract also includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding. The amount of this contract is \$620,000.00.

Solicitation

This Project was solicited in accordance with the City's requirements. Proposals were due on November 17, 2020 with 25 firms submitting.

Consultant Selection

Crawford, Murphy & Tilly, Inc. was selected for this project in accordance with Code of Ordinance Section 3-31(b)(2), departmental selection.

Human Relations Approval

Goals on the project are 11% MBE and 7% WBE. Subcontracting information was submitted to the Human Relations Department for review and determination on March 17, 2021, and was approved on April 12, 2021 with 13% MBE and 7% WBE participation. See the attached docket memo.

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	
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LEGISLATION IN BRIEF:

Authorizing a \$620,000.00 design professional services contract with Crawford, Murphy, & Tilly, Inc., for the Water Main Replacement in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue project.

What is the purpose of this legislation? CAPITAL

For the purpose of funding for the construction of fixed capitalizable assets

Does this legislation spend money? YES Yes/No
See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? NO Yes/No
 0

Does this Legislation Increase Appropriations? NO Yes/No
 0

Does this legislation expand the scope of city services, or expand the city's infrastructure? NO Yes/No
Maintenance of existing assets is included in the budget. For details see Section 00: "Notes" Below

Section 00: Notes:

Five years of operational and maintenance costs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8010	807705	611040	80002271	\$ 620,000.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

\$ -	\$ -
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RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8010	Water	\$ 620,000.00						
TOTAL EXP		\$ 620,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET Per-YEAR IMPACT

\$ (620,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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NET IMPACT (SIX YEARS) (620,000.00)

REVIEWED BY *Kitty Steffens, OMB* DATE 5/4/2021

Inter-Departmental Communication

Date: March 30, 2021

To: Mayor, Quinton Lucas, Chair: Transportation & Infrastructure Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #80002271/9591

CONTRACTOR: Crawford, Murphy & Tilly Inc.
 Address: 1627 Main Street
 Kansas City, MO 64108
 Watermain Replacement in the Area of Southwest Boulevard to Main St. W. 43rd St. to Pershing Ave.

Contract #80002271/9591
 Contract Amount: \$620,000
 MBE Goal 11%
 WBE Goal: 7%
 Total MBE Achieve: 13%
 Total WBE Achieve: 7%

MBE SUBCONTRACTOR:

Name: Taliaferro & Brown
 Address: 9111 NE 79th Street
 Kansas City, MO 64158
 Scope of Work: Pipeline Survey
 Dollar Amount: \$80,600
 Ownership: Hagos E. Andebrhan
 Structure African American Male Code 15

WBE SUBCONTRACTOR:

Name: Environmental Advisors and Engineers
 Address: 1020 E. 8th Street
 Kansas City, MO 64131
 Scope of Work: Utility Coordination
 Dollar Amount: \$43,425.31
 Ownership: Jill Biesma
 Structure Caucasian Female Code 13

Contract: 80002271/9591: Watermain Replacement in the Area of Southwest Boulevard to Main St. W. 43rd St. to Pershing Ave.



Legislation Text

File #: 210429, Version: 1

ORDINANCE NO. 210429

Estimating and appropriating revenue in the amount of \$145,253.42 in the Sewer Fund; authorizing a \$3,219,511.42 Construction Completion Contract with Havens Construction Company, Inc., for the Blue River South Area 4 and 5 Inflow and Infiltration (I/I) Reduction Project - Phase 2; authorizing a maximum expenditure of \$4,490,000.00; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, on April 23, 2020, Ordinance No. 200268 was passed to authorize a \$4,077,970.76 Construction Contract (“Contract”) with Blue Nile Contractors, Inc., for the Blue River South Area 4 and 5 Inflow and Infiltration (I/I) Reduction Project - Phase 2, to authorize a maximum expenditure of \$4,490,000.00, and to authorize a \$692,598.00 Design Professional Services Amendment No. 4 to Contract No. 1116 with George Butler and Associates, Inc., for a total contract amount of \$2,612,725.00; and

WHEREAS, on February 9, 2021, Blue Nile Contractors Inc. signed a Voluntary Letter of Default issued to North American Specialty Insurance Company (“Surety”), in which Blue Nile Contractors, Inc., indicated that it was unable to perform the Contract, and thus it was in default of the Contract; and

WHEREAS, the City and Surety entered into a tender agreement whereby the City agreed to release Blue Nile Contractors, Inc. of its obligations; and

WHEREAS, Surety has tendered to City a completion contractor, Havens Construction Company, Inc. (“Completing Contractor”); and

WHEREAS, the Completing Contractor will perform the work described in the Contractor Agreement for a sum of \$3,219,511.42; and

WHEREAS, the Surety will pay to City the sum of \$145,253.42, representing the additional cost of performing the work with the Completing Contractor; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of Fund No. 8110, the Sewer Fund, is hereby estimated in the following amount:

22-8110-800000-581160 Contr. In Aid of Construction \$145,253.42

Section 2. That the sum of \$145,253.42 is hereby appropriated from the Unappropriated Fund Balance of Fund No. 8110, Sewer Fund, in the following account:

22-8110-807769-611060-81000687 Overflow Control Program \$145,253.42

Section 3. That the Director of the Water Services Department is authorized to execute Completion Contract No. 1410 in the amount of \$3,219,511.42 with Havens

Construction Company, Inc., for the Blue River South Area 4 and 5 Inflow and Infiltration (I/I) Reduction Project - Phase 2, Project Nos. 81000687 and 81000688. A copy of the contract is on file in the office of Water Services.

Section 4. That the Director of the Water Services Department is authorized a maximum expenditure of \$4,490,000.00, from Account No. 22-8110-807769-611060-81000687, Overflow Control Program, to satisfy the cost of this contract.

Section 5. That this ordinance, relating to the design, repair, maintenance, or construction of a public improvement,

is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Chapter.

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.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Enter Name Here
Enter Title Here

CONTRACT

Ordinance Fact Sheet

A-E/Negotiated Form

Brief Title	Approval Deadline	Reason
Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue.		To authorize expenditures and execution of a Design Professional Services contract.

Details

Reason for Contract
This project is for the design to replace aging, break-prone cast iron pipe (CIP) water mains and one steel water main with ductile iron pipe (DIP).

Discussion

Project Justification

The Water Services Department is undertaking this design professional services project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

Project Description

This project includes the replacement of approximately 20,000 linear feet (LF) of 1-inch, 4-inch, 6-inch, 8-inch, 10-inch, 12-inch, 16-inch, 24-inch, and 36-inch water mains in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue, in Kansas City, Jackson County, Missouri.

The project will replace the water mains in the following areas:

- Line 1: Replace 2,540 LF of 10-inch CIP water main with 12-inch DIP along Southwest Boulevard between W. 24th Street and W. 27th Street;
- Line 2: Replace 1,590 LF of 36-inch CIP water main with 36-inch DIP along Southwest Boulevard between W. 25th Street and W. 27th Street;
- Line 3: Replace 1,060 LF of 10-inch CIP water main with 12-inch DIP along Southwest Boulevard between W. 29th Street and Wyoming Avenue;
- Line 4: Replace 660 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 25th Street to W. 26th Street;
- Line 5: Replace 500 LF of a 6-inch CIP water main with 8-inch DIP along W. 26th Street from Jefferson Street to the end of line;
- Line 6: Replace 660 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania between W. 31st Street and W. 32nd Street;
- Line 7: Replace 620 LF of 24-inch CIP water main with 24-inch DIP along Pennsylvania Avenue between W. 31st Street and W. 32nd Street;
- Line 8: Replace 380 LF of 24-inch CIP water main with 24-inch DIP along W. 32nd Street between Pennsylvania Avenue and Broadway Boulevard;
- Line 9: Replace 670 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 31st Street and W. 32nd Street;
- Line 10: Replace 700 LF of 16-inch CIP water main with 24-inch DIP along Broadway Boulevard between W. 31st Street and W. 32nd Street;

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Crawford, Murphy & Tilly, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: Olsson, Inc. Inspections: N/A Construction or Project Management: N/A Service Monitoring: N/A

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	N/A

(Continued on reverse side)

Details

- Line 11: Replace 1,160 LF of 6-inch CIP with 8-inch DIP along Roanoke Road between W. 34th Street and Karnes Boulevard;
- Line 12: Replace 530 LF of 6-inch CIP with 8-inch DIP along Karnes Boulevard between Roanoke Road and 24-inch CIP main crossing Karnes Boulevard;
- Line 13: Replace 3,100 LF of 8-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 35th Street and W. 39th Street;
- Line 14: Replace 2,000 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard between W. 36th Street and W. 39th Street;
- Line 15: Replace 740 LF of 16-inch CIP water main with 16-inch DIP along W. 36th Street between Broadway Boulevard and Wyandotte Street;
- Line 16: Replace 760 LF of 6-inch CIP water main with 8-inch DIP along Bridger Road between Mill Street and Westport Road;
- Line 17: Replace 1,070 LF of 8-inch CIP water main with 8-inch DIP along Westport Road between Clark Avenue to Mill Street;
- Line 18: Replace 1,110 LF of 4-inch CIP water main with 8-inch DIP along Clark Avenue between W. 40th Street and Westport Road; and
- Line 19: Replace 150 LF of 1-inch steel water main with 6-inch DIP along W. 40th Terrace between Clark Avenue and Southwest Trafficway.

This contract also includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding. The amount of this contract is \$620,000.00.

Solicitation

This Project was solicited in accordance with the City's requirements. Proposals were due on November 17, 2020 with 25 firms submitting.

Consultant Selection

Crawford, Murphy & Tilly, Inc. was selected for this project in accordance with Code of Ordinance Section 3-31(b)(2), departmental selection.

Human Relations Approval

Goals on the project are 11% MBE and 7% WBE. Subcontracting information was submitted to the Human Relations Department for review and determination on March 17, 2021, and was approved on April 12, 2021 with 13% MBE and 7% WBE participation. See the attached docket memo.

Details Continued

Grant Funding
N/A

Is it good for the children? Yes.

How will this contribute to a sustainable Kansas City?
This project will contribute to a sustainable Kansas City by replacing aging, break-prone water mains with new water mains, thereby improving distribution system reliability, increasing hydraulic conveyance capacity, and supporting fire protection.

Finances

City's Estimate of Cost	\$ 640,000.00																																																
Bid or Proposal Data	<i>Lowest Contract Cost Submitted</i> \$ NA FOR A-E <i>No. of Proposals Considered: 25</i> <i>Reason for rejecting lowest contract cost submitted</i>																																																
Other Bidders or Contractors Considered	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="text-align: center;">Contract Costs Submitted</td> </tr> <tr> <td></td> <td style="text-align: right;">\$ NA FOR A-E</td> </tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>		Contract Costs Submitted		\$ NA FOR A-E		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
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Fund Sources and Appropriation Account Codes For This Contract	22-8010-807705-611040-80002271 = \$620,000.00 Water Main Replacement Program																																																
Source of Future Operating Funds																																																	
Maximum Amount of Proposed Contract	\$ 620,000.00																																																
Amount of Contingency	\$																																																
Engineering & Administration	\$																																																
TOTAL	\$ 620,000.00																																																

Estimated Duration of Contract:

365 calendar days

Fact Sheet Prepared by:

Leona Walton
Contracts Manager

Date:

4/23/2021

Reviewed by:

D. Matt Bond
Chief Engineering Officer

Date:

4/29/2021

Reference Numbers:

Contract No. 9591
Project No. 80002271

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/>	Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/>	W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/>	Do Not Pass

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	
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LEGISLATION IN BRIEF:

Authorizing a \$620,000.00 design professional services contract with Crawford, Murphy, & Tilly, Inc., for the Water Main Replacement in the area of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue project.

What is the purpose of this legislation? CAPITAL

For the purpose of funding for the construction of fixed capitalizable assets

Does this legislation spend money? <i>See Sections 01, 02 and 03 for sources of funding</i>	YES	Yes/No
Does this legislation estimate new Revenues? 0	NO	Yes/No
Does this Legislation Increase Appropriations? 0	NO	Yes/No
Does this legislation expand the scope of city services, or expand the city's infrastructure? <i>Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below</i>	NO	Yes/No

Section 00: Notes:

Five years of operational and maintenance costs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8010	807705	611040	80002271	\$ 620,000.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
NET IMPACT ON OPERATIONAL BUDGET				\$ -	\$ -

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8010	Water	\$ 620,000.00						
TOTAL EXP		\$ 620,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET Per-YEAR IMPACT	\$ (620,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET IMPACT (SIX YEARS)	(620,000.00)						

REVIEWED BY <i>Kitty Steffens, OMB</i>	DATE	5/4/2021
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Inter-Departmental Communication

Date: March 30, 2021

To: Mayor, Quinton Lucas, Chair: Transportation & Infrastructure Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #80002271/9591

CONTRACTOR: Crawford, Murphy & Tilly Inc.
 Address: 1627 Main Street
 Kansas City, MO 64108
 Watermain Replacement in the Area of Southwest Boulevard to Main St. W. 43rd St. to Pershing Ave.

Contract #80002271/9591
 Contract Amount: \$620,000
 MBE Goal 11%
 WBE Goal: 7%
 Total MBE Achieve: 13%
 Total WBE Achieve: 7%

MBE SUBCONTRACTOR:

Name: Taliaferro & Brown
 Address: 9111 NE 79th Street
 Kansas City, MO 64158
 Scope of Work: Pipeline Survey
 Dollar Amount: \$80,600
 Ownership: Hagos E. Andebrhan
 Structure African American Male Code 15

WBE SUBCONTRACTOR:

Name: Environmental Advisors and Engineers
 Address: 1020 E. 8th Street
 Kansas City, MO 64131
 Scope of Work: Utility Coordination
 Dollar Amount: \$43,425.31
 Ownership: Jill Biesma
 Structure Caucasian Female Code 13

Contract: 80002271/9591: Watermain Replacement in the Area of Southwest Boulevard to Main St. W. 43rd St. to Pershing Ave.



Legislation Text

File #: 210438, Version: 1

ORDINANCE NO. 210438

Authorizing a \$50,000.00 Design Professional Services Contract Amendment No. 3 with Wellner Architects, Inc., for Various Buildings and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS) project; and authorizing a total contract amount of \$443,000.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute a Design Professional Services Contract Amendment No. 3 to Contract No. 1519 in the amount of \$50,000.00, for a total contract amount of \$443,000.00, with Wellner Architects, Inc., for Various Buildings and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS) project, Project No. 81000817. A copy of the amendment is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$50,000.00 from Account No. 22-8110-807710-B-81000817, Administration/Service Facility Improvements, to satisfy the cost of this amendment.

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.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

210438

Ordinance Fact Sheet

Amendment Form

Brief Title	Approval Deadline	Reason
Authorizing an Amendment No. 3 to the Design Professional Services contract for Various Building and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS).		To authorize execution and expenditures of a Design Professional Services contract amendment.

Details

Reason for Contract

This proposed ordinance is needed in order to amend the Various Building and IT Improvements and ADA Compliance Implementation for the WSD Administration Building (SLBE-WSDEPS) design professional services contract to comply with the City Manager's Draft Policy regarding Gender Neutral restroom facilities where existing restrooms are affected by construction, located at 4800 E. 63rd Street.

Discussion

Project Justification

The Water Services Department (WSD) undertook the project to design various building upgrades and lead WSD in addressing the Americans with Disabilities Act (ADA) Compliance for the department's headquarter building at 4800 E. 63rd Street, Water Services Administration Building.

Project work included a design package for a list of improvements to address ADA compliance violations to meet 2012 ADA Design Standards, information technology improvements, and building design improvements.

Contract Summary/Project Description

The City entered into a \$187,938.00 contract with Wellner Architects, Inc. on October 30, 2019 for the Various Building and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS) project.

Scope of work included the following tasks:

- ADA compliance as per Piper Wind Architects assessment;
- Detailed space planning for the entire building;
- IT and AV upgrades for six designated conference rooms, including the Auditorium and Director's Conference Room; and
- A lighting retrofit study to convert to LED lighting throughout the building.

The City executed a \$27,663.00 Amendment No. 1 on September 21, 2020 to add additional scope of services to the project for space planning to further explore options for the Finance, Communications, and Human Resources Divisions.

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Wellner Architects, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: Wellner Architects, Inc. Inspections: Construction or Project Management: Service Monitoring:

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	Contract Central

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210438

LEGISLATION IN BRIEF:

Authorizing a \$50,000.00 Design Professional Services Contract Amendment No. 3 with Wellner Architects, Inc., for the Various Building and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS) project; and authorizing a total contract amount of \$443,000.00.

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

NO

Yes/No

See Section 00: "Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8110	807710	B	81000817	\$ 50,000.00	

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

\$ -	\$ -
------	------

RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8110	Sewer	\$ 50,000.00						
TOTAL EXP		\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET Per-YEAR IMPACT	\$ (50,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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NET IMPACT (SIX YEARS)

(50,000.00)

REVIEWED BY

Kitty Steffens, OMB

DATE

5/10/2021



SLBE Contract Review Request

Date: 5/15/2018
 To: Phillip Yelder, Human Relations Department
 From: Andy Shively, Water Services Department

Project Number 80002098/ 81000843		Project Name ADA Compliance	
Contract ID Number 1519		Estimated Cost:¹ \$70,000	Solicitation Date: 5/15/2018
Estimated Project Duration:			

Note: Click the box to select

Contract Category:	<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Service/Maintenance
	<input type="checkbox"/> Lease	<input type="checkbox"/> Non-Municipal Agency	<input type="checkbox"/> Concession	<input type="checkbox"/> Other Goods & Services
	<input type="checkbox"/> Other (Enter Type):			
Funding:	<input checked="" type="checkbox"/> City			
	<input type="checkbox"/> Other:			

PREVAILING WAGE APPLICABLE? YES NO

Description of work:

This project will involve ADA compliance

cc:

FOR HUMAN RELATIONS DEPARTMENT USE ONLY:	
<input checked="" type="checkbox"/> SLBE Limited Solicitation (Following a selection, enter Contractor Information below and forward a copy to HRD.)	
<input type="checkbox"/> Bid Incentive ²	_____ % (Following a selection, enter Contractor Information and forward a copy to HRD.)
<input type="checkbox"/> Pre-Payment ³	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
<input type="checkbox"/> Exempt	
Human Relations Department	Date: 09/12/18

FOR DEPARTMENT USE ONLY - CONTRACTOR INFORMATION:	
Enter selected firm below and return a copy of this page to HRD.	
Company:	_____
Vendor No.:	_____
Contact:	_____
Address:	_____
Phone:	_____
Contract Value:	\$ _____
Department	Date: _____

¹ Construction or construction supply contract estimated less than \$300,000 or non-construction contract less than \$117,000.

² Bid incentive not to exceed 5% and not applicable to any contract requiring the payment of prevailing wages.

³ Pre-Payment of up to 10% of the contract amount to be paid by City upon NTP as set out in the contract documents.

Project Number: 80002098/ 81000843
Project Name: ADA Compliance
Project Type: Admin
Project Budget: \$70,000
Projected Start Date: 5/15/2018
Project Description:
 This project will involve ADA compliance

Department Use	
Scopes of Work	Dollar Amount
Process	\$ -
Hydraulics/Piping	\$ 44,800
Stormwater	\$ -
CCTV	\$ -
Modeling	\$ 7,000
Survey	\$ 6,300
Smoke Testing	\$ -
Line Cleaning	\$ -
Site Civil	\$ 8,400
Structural	\$ 3,500
Electrical/Instrument	\$ -
Mechanical	\$ -
Landscape Architect	\$ -
Department Recommended Total	\$ 70,000
Department Recommended Goal	
Human Relations Department Use Only:	

SLBE Program/Sub-to-Prime Initiative



Legislation Text

File #: 210182, Version: 1

ORDINANCE NO. 210182

Amending Chapter 70, Code of Ordinances, by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject and by adding one new Section 70-368 relating to street and drag racing.

WHEREAS, street racing has caused vehicle crashes, deaths and injuries to drivers, passengers, onlookers, or innocent bystanders, and property damage in Kansas City; and

WHEREAS, street racing causes noise disturbances to residences and businesses near the street racing from racing vehicles and crowds; and

WHEREAS, street racing can cause vandalism and litter at racing locations, including businesses where racers commonly gather; and

WHEREAS, street racing can cause a loss of commercial revenue if racing crowds obstruct or intimidate potential customers; and

WHEREAS, street racing will cause excess wear and tear to Kansas City public streets where continual racing occurs, including areas with painted street markings commonly are damaged by the burning rubber of vehicle tires; and

WHEREAS, street racing has caused damage to curbs and bus stops in Kansas City, and to areas maintained by the City, including sidewalk cutaways and grassy areas; and

WHEREAS, public streets are created and maintained by Kansas City for public use and not for individuals to engage in the sport of street racing: NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 70 of the Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject, to read as follows:

Sec. 70-365. Racing on streets and highways.

(a) Except as provided elsewhere in this chapter, no person shall drive or otherwise engage in, aid or abet any vehicle on a street or highway in any drag race or speed competition or exhibition of speed or acceleration. No person shall, for the purpose of facilitating or aiding or as an incident to any motor vehicle speed contest or drag race upon any street or highway, in any manner obstruct a street or highway or place any barricade or obstruction upon any street or highway. However, the director may issue a

ORDINANCE NO. 210182

permit for any such race, competition, contest, test or exhibition in accordance with the terms and conditions specifically approved for such event by ordinance by the city council.

(b) Violations of this section shall result in the following:

(1) First violation: Up to a \$150.00 fine and/or up to 30 days in jail

(2) Second violation: Up to a \$300.00 fine and/or up to 60 days in jail

(3) Third and subsequent violation: Up to a \$500.00 fine and/or and up to six months in jail

Sec. 70-366. Spectator or unlawful assembly at drag race or speed competition.

(a) Except as provided elsewhere in this chapter, no person shall knowingly be present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at a drag race or illegal motor vehicle speed competition.

(b) Except as provided elsewhere in this chapter, no person shall be present as a spectator, either on a public street or highway, or on private property without the consent of the owner, operator, or agent thereof, where preparations are being made for a drag race or illegal motor vehicle speed competition

(c) An individual is present at the drag race or illegal motor vehicle speed competition if that individual is within 200 feet of the location of the event, or within 200 feet of the location where preparations are being made for the event.

(d) When two or more persons assemble to witness or participate in a drag race or illegal motor vehicle speed competition such assembly is an unlawful assembly and any person who participates in such unlawful assembly is guilty of an offense.

(e) Exemption: Nothing in this section prohibits law enforcement officers or their agents from being spectators at drag races or speed contests in the course of their official duties.

(f) Violations of this section shall result in up to a \$100.00 fine.

Section 2. That Chapter 70 of the Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by adding one new Section 70-368 relating to street and drag racing, to read as follows:

2

Sec. 70-368. Vehicles located later-impounded.

(a) If a vehicle involved in racing on streets and highways is identified and located later, that vehicle may be towed, impounded and kept as evidence of an earlier violation of street racing until a determination is made as part of an investigation determining whether a violation of Sec. 70-365 or Sec. 70-366 of this Code has been committed. After that determination, the vehicle shall be returned to the owner.

(b) If the owner of the vehicle claims the vehicle was loaned to another person the car shall remain in impound until the investigation is complete and a determination is made who was driving the car and whether there was a violation of Sec 70-173 or Sec. 70-179 of this Code. After that determination, the vehicle shall be returned to the owner.

(c) If the owner of the vehicle claims the vehicle was stolen, the car shall remain in impound until the stolen vehicle investigation is complete and a determination is made of who was driving the car. After that determination, the vehicle shall be returned to the owner.

Approved as to form and legality:

Alan Holtkamp
Assistant City Attorney

GENERAL

Ordinance Fact Sheet

210182

Ordinance Number

Brief Title:

Amending Chapter 70, Code of Ordinances, by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject and by adding one new section 70-368 relating to street and drag racing.

Approval Deadline:

Reason:

Details

Positions / Recommendations

<p>Reason for Legislation To amend Chapter 70, Code of Ordinances, by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject and by adding one new section 70-368 relating to street and drag racing.</p>	<p>Sponsor(s) Mayor Lucas</p>	
	<p>Programs, Departments, or Groups Affected Municipal Court and the Kansas City Police Department.</p>	
<p>Discussion <i>(including relationship to other Council actions)</i> Street racing has caused vehicle crashes, deaths and injuries to drivers, passengers, onlookers, or innocent bystanders; and property damage in Kansas City. Street racing also causes noise disturbances to residences and businesses near the street racing from racing vehicles and crowds. Street racing can cause vandalism and litter at racing locations, including</p>	<p>Applicants/Proponents</p>	<p>Applicant City Department Other</p>
	<p>Opponents</p>	<p>Groups or Individuals Basis of Opposition</p>

<p>businesses where racers commonly gather. Street racing can cause a loss of commercial revenue if racing crowds obstruct or intimidate potential customers. Street racing causes excess wear and tear to Kansas City public streets where continual racing occurs, including areas with painted street markings commonly are damaged by the burning rubber of vehicle tires. Street racing has caused damage to curbs and bus stops in Kansas City, and to areas maintained by the city, including sidewalk cutaways and grassy areas. Public streets are created and maintained by Kansas City for public use and not for individuals to engage in the sport of street racing. This legislation will address the above concerns.</p>		Staff Recommendation	<input type="checkbox"/> For <input type="checkbox"/> Against Reasons Against:
		Board or Commission Recommendation	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For, with revisions or conditions
		Council Committee Action	<input type="checkbox"/> Do Pass <input type="checkbox"/> Do Pass (as amended) <input type="checkbox"/> Committee Substitute <input type="checkbox"/> No Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do Not Pass

Details

Policy / Program Impact

<p><u>Is it good for the children?</u> Yes.</p> <p><u>How will this contribute to a sustainable Kansas City?</u> This legislation is not intended to address the issue of sustainability.</p>		Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes
		Operational Impact Assessment	
		Finances	
		Cost and Revenue Projections	Cost of Legislation Increase/Decrease in Revenue Expected Annually

		Fund Sources	
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Applicable Dates:

Fact Sheet Prepared By:

Alan L. Holtkamp, Assistant City Attorney

Reviewed By:

Reference Numbers

COMPARED VERSION
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 210182

Amending Chapter 70, Code of Ordinances, by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject and by adding one new section 70-368 relating to street and drag racing.

WHEREAS, street racing has caused vehicle crashes, deaths and injuries to drivers, passengers, onlookers, or innocent bystanders, and property damage in Kansas City; and

WHEREAS, street racing causes noise disturbances to residences and businesses near the street racing from racing vehicles and crowds; and

WHEREAS, street racing can cause vandalism and litter at racing locations, including businesses where racers commonly gather; and

WHEREAS, street racing can cause a loss of commercial revenue if racing crowds obstruct or intimidate potential customers; and

WHEREAS, street racing will cause excess wear and tear to Kansas City public streets where continual racing occurs, including areas with painted street markings commonly are damaged by the burning rubber of vehicle tires; and

WHEREAS, street racing has caused damage to curbs and bus stops in Kansas City, and to areas maintained by the City, including sidewalk cutaways and grassy areas; and

WHEREAS, public streets are created and maintained by Kansas City for public use and not for individuals to engage in the sport of street racing: NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 70 of the Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Sections 70-365 and 70-366 relating to street and drag racing and enacting in lieu thereof two new sections of like number and subject, to read as follows:

Sec. 70-365. Racing on streets and highways.

(a) Except as provided elsewhere in this chapter, no person shall drive or otherwise engage in, aid or abet any vehicle on a street or highway in any drag race or

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ORDINANCE NO. 210182

speed competition or exhibition of speed or acceleration. No person shall, for the purpose of facilitating or aiding or as an incident to any motor vehicle speed contest or drag race upon any street or highway, in any manner obstruct a street or highway or place any barricade or obstruction upon any street or highway. However, the director may issue a permit for any such race, competition, contest, test or exhibition in accordance with the terms and conditions specifically approved for such event by ordinance by the city council.

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(b) Violations of this section shall result in the following:

(1) First violation: Up to a \$150.00 fine and/or up to 30 days in jail

(2) Second violation: Up to a \$300.00 fine and/or up to 60 days in jail

(3) Third and subsequent violation: Up to a \$500.00 fine and/or and up to six months in jail

Sec. 70-366. Spectator or unlawful assembly at drag race or speed competition.

(a) Except as provided elsewhere in this chapter, no person shall knowingly be present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at a drag race or illegal motor vehicle speed competition.

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(b) Except as provided elsewhere in this chapter, no person shall be present as a spectator, either on a public street or highway, or on private property without the consent of the owner, operator, or agent thereof, where preparations are being made for a drag race or illegal motor vehicle speed competition

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(c) An individual is present at the drag race or illegal motor vehicle speed competition if that individual is within 200 feet of the location of the event, or within 200 feet of the location where preparations are being made for the event.

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(d) When two or more persons assemble to witness or participate in a drag race or illegal motor vehicle speed competition such assembly is an unlawful assembly and any person who participates in such unlawful assembly is guilty of an offense.

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(e) Exemption:- Nothing in this section prohibits law enforcement officers or their agents from being spectators at drag races or speed contests in the course of their official duties.

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(f) Violations of this section shall result in up to a \$100.00 fine.

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Section 2. That Chapter 70 of the Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by adding one new Section 70-368 relating to street and drag racing, to read as follows:

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ORDINANCE NO. 210182

Sec. 70-368. Vehicles located later-impounded.

(a) If a vehicle involved in racing on streets and highways is identified and located later, that vehicle may be towed, impounded and kept as evidence of an earlier violation of street racing until a determination is made as part of an investigation determining whether a violation of Sec. 70-365 or Sec. 70-366 of this Code has been committed. After that determination, the vehicle shall be returned to the owner.

(b) If the owner of the vehicle claims the vehicle was loaned to another person the car shall remain in impound until the investigation is complete and a determination is made who was driving the car and whether there was a violation of Sec 70-173 or Sec. 70-179 of this Code. After that determination, the vehicle shall be returned to the owner.

(c) If the owner of the vehicle claims the vehicle was stolen, the car shall remain in impound until the stolen vehicle investigation is complete and a determination is made of who was driving the car. After that determination, the vehicle shall be returned to the owner.

Approved as to form and legality:

Alan Holtkamp
Assistant City Attorney

Dear Honorable Mayor Lucas & TIO Committee Members,

I am writing to express my opposition and concern over ordinance 210182...

I fear this ordinance will not solve the issue attempting to be addressed but rather will disproportionately punish and ultimately incarcerate young members of the african american and hispanic community.

Years of 'tough on crime' approaches demonstrated by the state of Missouri have proven to fail to deter crimes while also exacerbating our over incarceration crisis. I see this resolution having the same result.

On almost exactly the one year anniversary of the police killing of Donnie Sanders, this ordinance will embolden the police force to carry out the very same actions for the very same reasons that led to the unnecessary and cruel killing of Mr. Sanders.

I fear that not only will this ordinance fail to address the issue while also punishing young members of our community but it also neglects measures that are proven to reduce this type of behavior. As a practicing urban designer I have seen first hand how design impacts behavior. Taking a preventative design approach to this issue can help remediate the problem without further compounded the chronic issues observed between the community and the police system. In addition, taking preventative design measures can also provide benefits to the community as a whole by creating safer, more walkable, healthier communities. Taking a design approach to this issue can help us meet our Vision Zero, sustainability, and overall quality of life goals.

Unfortunately, from my perspective this ordinance provides no benefits to the community, fails to prevent the issue at hand and further jeopardizes the youth and young adults largely of the african american and hispanic community.

Please consider dropping this ordinance and focusing efforts on a preventative design approach to remediate the problem and provide community benefits to all of Kansas City.

Sincerely,

DuRon Netsell
Principal, Street Smarts Design + Build
Lead, Better Block KC



Dear Chairman Lucas and Committee,

KC 4 Safe Streets does not support ordinance #210182. Street racing, reckless driving, blocking intersections, vandalism and littering are already illegal. Making something more illegal is not the solution, and often comes with undue criminalization of black, brown, and minority communities. Kansas City had a safe and legal facility in KC International Raceway until November of 2011. KCIR was an outlet for legal racing and created a safe and enjoyable facility for such activities. Unfortunately, the City of Kansas City purchased this facility, demolished it, and replaced it with a park leaving no outlet for these activities but our city streets.

Rather than further criminalizing this activity, we seek to encourage the city to work with developers and partners to find a new facility to replace KCIR, as well as address our built environment that makes it possible to drag race side by side or perform burnouts and sideshows in our intersections. By altering our built environment to reduce the ability to speed, race, or do burnouts and sideshows, we would create a safer street environment with less noise, and less vandalism, and less violence.



[Facebook.com/kc4safestreeets](https://www.facebook.com/kc4safestreeets)



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Legislation Text

File #: 210356, Version: 1

ORDINANCE NO. 210356

Estimating revenue in the amount of \$937,203.07 in the Street Maintenance Fund; appropriating that amount to Street Lighting Special Projects Maintenance account; and authorizing the Director of Public Works to execute the first one-year renewal option with Black and McDonald for streetlight and traffic signal repair and maintenance in the amount of \$5,824,621.81.

WHEREAS, Ordinance No. 200263 authorized the City to enter into a one- year contract with seven (7) one-year renewals with contractor dated May 1, 2020, in the amount of \$5,761,248.06 to provide street light and signal repair and maintenance services; and the first year of this contract will expire April 30, 2021; NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following accounts of the Street Maintenance Fund is estimated in the following amounts:

22-2060-891950-485450 Street Maintenance Fund \$937,203.07

Section 2. That the sum of \$937,203.07 is appropriated from the Unappropriated Fund Balance of the Public Works Reimbursable Fund to the following account:

22-2060-891950-B Street Lighting Special
Projects Maintenance \$937,203.07

Section 3. That the Director of Public Works is authorized to execute the first one-year renewal with Black and McDonald for street lighting and signal maintenance and repair services for Fiscal Year 2021-22. The contract is approved in substantial form as that on file in the Office of the Director of Public Works.

Section 4. That the Director of Public Works is authorized to expend a total of \$5,824,621.81 to satisfy the City’s obligation under the contract for the period of May 1, 2021 through April 30, 2022 from the following accounts:

- 22-3090-897703-B-89007055 Streetlight Maintenance \$4,286,899.58
- 22-2060-891950-B Streetlight Special 937,203.07
- 22-2085-891318-B Streetcar Signal 71,337.00
- 22-2060-891318-B Streetcar Signal 21,209.94
- 22-2060-892020-B Signal Maintenance 507,972.22
- TOTAL: \$5,824,621.81

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.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

CONTRACT

210356

Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Annual Street Light & Traffic signal Maintenance & Repairs		To authorize the Director of Public Works to exercise an additional one-year renewal option and expend necessary funds for repair & maintenance services of streetlights & traffic signals

Details

Reason for Contract

Estimating revenues in the amount of \$937,203.07 in the Street Maintenance Fund; appropriating that amount to Street Lighting Special Projects Maintenance account; and authorizing the Director of Public Works to execute the first one-year renewal option with Black and McDonald for streetlight and traffic signal repair and maintenance in the amount of \$5,824,621.81.

Project Justification
 This contract provides for the maintenance and repair services to approximately 98,000 streetlights and 41 signalized intersections.

Project Background
 Ordinance Number 961654 (January 1997) established a City-wide program to improve illumination of all public streets. The agreement with KCPL included purchase of leased streetlights, construction of upgraded lighting and maintenance services while construction was underway. Additional funds were made available from bond issue passed in August 2004 to begin upgrading streetlights in Aquila territory. A key feature of the lighting improvement plan was, upon substantial completion of the KCPL upgrade phase, future routine maintenance would be competitively bid. The result was a one year maintenance contract with four (4) one-year renewals that was bid in October 2007 and completed April 30, 2012.

Another Request for Proposal (RFP) was released for solicitation September 26, 2011. Proposal documents were received on November 1, 2011. A Public Works Selection Committee reviewed and selected Black & McDonald based upon the best and lowest proposal submitted. The eight year contract will be completed on April 30, 2020.

Another RFP for this current contract was advertised in October 2019 and bids were received on November 5, 2019. The bids were evaluated by Public Works and Black & McDonald was selected based upon the lowest and best proposal. The eight year contract will be completed on April 30, 2028.

Repair and maintenance services are defined and paid in two categories: 1) annual unit cost for routine services such as responding to any outage or damage incident, replacing lamps, damaged fixtures, downed wires, broken or leaning poles, monthly night patrol and periodic cleaning, group relamping, inspection; and 2) unit cost for optional services such as relocation and removal of streetlights or traffic signals on an "as needed" basis to accommodate third party reimbursable and non reimbursable tasks.

Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Street Lighting and Traffic Signals
Recommended Awardee	Black and McDonald, LLC
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None Reason for Opposition
Responsibilities	Design Engineering: N/A Inspections: Public Works, Capital projects Division Construction or Project Management: Public Works, Capital Projects Division Service Monitoring: Public Works, Capital Projects Division

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	Maintain the traffic safety and personal security benefits achieved by increasing the uniformity and level of illumination on streets and sidewalks and operational signaled intersections

(Continued on reverse side)

Details

The agreement includes detailed performance criteria backed by financial incentives in the form of liquidated damages. An on-line system for transmitting service requests and reporting the contractor's actions has been designed to monitor the level of performance, keep records on the status, physical condition and cost of maintaining the streetlight asset. This records system is directly controlled by the City.

All Council Districts Project # 89007627

Solicitation

This project was advertised in accordance with City requirements.

Human Relations Approval

MBE/WBE subcontracting plan was approved by Human Relations Dept. Goals for this project are 15% and 10% MBE/WBE.

MBE Subs: American Legacy Construction Group, Inc. and Gil's sales company, inc. dba GSC Lighting & Supply
 WBE Subs: Night Hawk, LLC and Max Electric

Is it Good for the Children?

Safety in illuminating streetlights and having proper working traffic signals is good for everyone, especially children.

How will this contribute to a sustainable Kansas City?

Sustainability is derived from the conversion of High Intensity Discharge (HID) lamps in streetlights and incandescent bulbs in traffic signals to more energy efficient lighting such as LED.

Estimated Duration of Contract:

May 1, 2021-April 30, 2022 with six (6) one year renewal options remaining

Fact Sheet Prepared by:

Name Mahmoud Hadjian
 Title Division Manager/Assistant City Engineer

Date:

3/8/2021

Reviewed by:

Name David H. Miller
 Title

Date:

#####

Reference Numbers: 200263 200820

Finances

City's Estimate of Cost	Routine	\$ NOT APPLICABLE
	Optional	\$ FOR AMENDMENT
Bid or Proposal Data	Lowest Cost Submitted	\$
	No. of Proposals Considered	
	Reason for rejecting lowest contract cost submitted	N/A
Bidders or Contractors Considered	Contract Costs Submitted	
		\$ NOT APPLICABLE
		\$ FOR
		\$ AMENDMENT
		\$
		\$
		\$
Fund Sources and Appropriation	Street Lighting	
Account Codes	3090-897703	Routine Maint. \$4,286,899.58
For This	2060-891950	Special Maint. \$937,203.07
		Traffic Signal
	2060-891318	Routine Maint. \$21,209.94
	2085-891318	Routine Maint. \$71,337.00
Contract	2060-892020	Special Maint. \$507,972.22
Source of Future Operating Funds	Operating Budget	
Maximum Amount of Proposed Contract		\$ 4,476,620.81
Amount of Contingency		\$ 1,348,001.00
Engineering & Administration		\$
TOTAL		\$ 5,824,621.81

Council Committee Actions

Do Pass	<input type="checkbox"/>	<input type="checkbox"/> Hold
Do Pass (as amended)	<input type="checkbox"/>	<input type="checkbox"/> W/o Recommendation
Committee Sub.	<input type="checkbox"/>	<input type="checkbox"/> Do Not Pass

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210356
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LEGISLATION IN BRIEF:

For repair and maintenance to streetlights and signals for FY22 contract with Black and McDonald.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? Yes/No
See Section 00: " Notes" Below

Does this legislation estimate new Revenues? Yes/No
See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations? Yes/No
See Section 03 for increases in appropriations

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) Yes/No
See Section 00: " Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 20-21 BUD	FY 21-22 EST
Various	Various	B	Various		4,887,418.74

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 20-21 BUD	FY 21-22 EST
2060	891950	485450			937,203.07

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 20-21 BUD	FY 21-22 EST
2060	891950	616320			937,203.07

NET IMPACT ON OPERATIONAL BUDGET

	-	-
RESERVE STATUS:	REVENUE SUPPORTED	

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	All Outyears
2060	Street Maintenance		937,203					
TOTAL REV		-	937,203	-	-	-	-	-

FUND	FUND NAME	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	All Outyears
3090	Capital Improvements		4,286,900					
2060	Street Maintenance		1,466,385					
2085	Street Car		71,337					
TOTAL EXP		-	5,824,622	-	-	-	-	-

NET Per-YEAR IMPACT	-	(4,887,419)	-	-	-	-	-
NET IMPACT (SIX YEARS)	(4,887,418.74)						

REVIEWED BY Jessica Oliphant DATE 4/16/2021

