

Kansas City

414 E. 12th Street
Kansas City, MO 64106



Agenda - Final

Wednesday, July 21, 2021

9:00 AM

26th Floor, Council Chamber

Transportation, Infrastructure and Operations Committee

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

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>

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>

Water Services

[210591](#) Authorizing an \$8,500,000.00 construction contract with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project; and authorizing two successive one-year renewal options for a maximum expenditure of \$25,500,000.00 without further City Council approval.

[210603](#) Authorizing a \$520,000.00 design professional services contract with Tetra Tech, Inc., for the Water Main Replacement in the Area of N.W. Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street project.

Public Works

[210592](#) Authorizing Amendment No. 3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road Project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

[210605](#) Authorizing the Manager of Procurement Services to execute contracts with Mid-America Pump, L.L.C., Mobile Mini Tank and Pump Solutions, Inc., Cogent, Inc., FTC Equipment, LLC and JCI Industries, LLC, with such funds that are appropriated in the City Budget; and authorizing the Manager of Procurement Services to amend and extend the contracts.

Aviation

[210606](#) Authorizing a Lease Agreement with US Federal Properties Co., LLC for the construction, leasing, operation, maintenance and repair of a general office and associated improvements for the use and benefit of the U.S.

General Services Administration (GSA) at the Kansas City International Airport.

General Services

[210607](#) Authorizing the Director of General Services to execute a contract amendment with Metropolitan Energy Center, Inc., to accept and approve \$88,609.20 in additional grant funds from the U.S. Department of Energy through Metropolitan Energy Center, Inc., to implement alternative fuel adoptions; estimating revenue in the amount of \$88,609.20 into the Fleet Services Fund; and authoring contract amendments.

[210609](#) Authorizing a second amendment to the Cooling Service and City Equipment Lease Agreement with Vicinity Energy (formerly Trigen) to provide 2,400-tons of cooling from Vicinity Energy's integrated West Loop Chilled Water System for the Convention and Entertainment Facilities Department.

HELD IN COMMITTEE

[210282](#) Amending Chapter 64, Code of Ordinances, by repealing Section 64-168, Sidewalk café permit, and Section 64-171, Street café permit, and enacting in lieu thereof the same sections of like number and subject matter to provide consistency with other Code provisions in Chapters 10 and 64 and by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

City Manager

[210581](#) Directing the City Manager to review Kansas City's current policies related to inspection of building structures owned or leased by the City, engaging with stakeholders who can provide recommendations on appropriate safety protocols to ensure the structures are safe for occupancy on a regular basis and report back to the City Council within 90 days.

SEMI-ANNUAL DOCKET

Consideration of Semi-Annual Docket items.

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 #: 210591, Version: 1

ORDINANCE NO. 210591

Authorizing an \$8,500,000.00 construction contract with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project; and authorizing two successive one-year renewal options for a maximum expenditure of \$25,500,000.00 without further City Council approval.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 1628 in the amount of \$8,500,000.00 with SAK Construction, LLC, for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project, Project No. 81000978. A copy of this contract is on file in the office of the Water Services Department.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$8,500,000.00 from Account No. 22-8110-807790-B-81000978, Sewers, to satisfy the costs of this contract.

Section 3. That the Director of the Water Services Department is authorized to execute two successive one-year renewals for this work without further City Council approval.

Section 4. That the Director of Water Services is authorized to expend up to \$17,000,000.00 to satisfy the costs of the two renewals with such funds as appropriated by the Council in future annual budgets, for a maximum expenditure of \$25,500,000.00 for Contract No. 1628 and the two renewals.

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

Construction/Misc. Form



Brief Title	Approval Deadline	Reason
Approving a construction contract for the		To authorize execution of a construction contract; and
City Wide Sewer Main Rehabilitation -		to authorize execution of two successive one-year renewal
Fiscal Year 2022 project.		options without further Council approval.

Details

Reason for Contract

This ordinance will authorize the Director of Water Services to enter into a construction contract with SAK Construction, LLC for the City Wide Sewer Main Rehabilitation - Fiscal Year 2022 project. This ordinance also authorizes two successive one-year options to renew without further City Council approval.

Discussion

Project Justification

This contract will assist the Water Services Department's Sewer Line Maintenance Division in the rehabilitation of public sanitary sewers, sewer laterals, and manholes located within the public right-of-way or easements throughout Kansas City, Missouri.

The repairs will restore the structural integrity and operability to deteriorated sanitary sewers, will provide customers with reliable wastewater services, and will improve customer satisfaction by providing timely response to 311 service requests.

Project Description

The scope of services consists of repairs of public sanitary sewers and private residential sewer laterals located within the public right-of-way or easements throughout Kansas City, Missouri.

Work will consist of the following:

- Cleaning and CCTV inspection of sanitary sewers in preparation for rehabilitation.
- Cured-in-place pipe rehabilitation of sanitary sewer mainlines and laterals.
- Open-cut excavation repair of sanitary sewers as necessary for trenchless rehabilitation.

Construction work orders will be issued to the Contractor to execute repairs.

Unit prices for the work to be completed under this contract were established based on original bids received. Therefore, KC Water proposes a not to exceed \$8,500,000.00 contract to satisfy the cost of issued construction work orders. This contract will be for a term of one year with two one-year renewal options.

Proposed Contract: \$8,500,000.00
 Proposed Renewal No. 1: \$8,500,000.00
 Proposed Renewal No. 2: \$8,500,000.00
 Total: \$25,500,000.00

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	SAK Construction, LLC
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: Water Services Department Inspections: Water Services Department Construction or Project Management: Water Services Department Service Monitoring: Water Services 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)

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER: 210591
--------------------------------	-------------------------------

LEGISLATION IN BRIEF:

Authorizing a construction agreement with SAK for \$8.5 million with optional renewals up to a total of \$25.5 million

What is the purpose of this legislation? CAPITAL

Authorizing a design professional amendment for a project

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

Does this Legislation Increase Appropriations? NO Yes/No

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:

Design amendment contract for design not construction

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
8110	807790	611060	81000978	8,500,000	8,500,000

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				-	-
<i>RESERVE STATUS:</i>				-	-

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	8,500,000	8,500,000	8,500,000				
TOTAL EXP		8,500,000	8,500,000	8,500,000	-	-	-	-

NET Per-YEAR IMPACT	(8,500,000)	(8,500,000)	(8,500,000)	-	-	-	-
NET IMPACT (SIX YEARS)	(25,500,000.00)						

REVIEWED BY Heather Bray DATE 6/30/2021



Legislation Text

File #: 210603, Version: 1

ORDINANCE NO. 210603

Authorizing a \$520,000.00 design professional services contract with Tetra Tech, Inc., for the Water Main Replacement in the Area of N.W. Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street project.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services is authorized to execute Contract No. 9589 in the amount of \$520,000.00 with Tetra Tech, Inc., for the Water Main Replacement in the Area of N.W. Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street, Project No. 80002270. 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 \$520,000.00, from Account No. 22-8010-807705-B-80002270, 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

210603

Ordinance Fact Sheet

A-E/Negotiated Form

<u>Brief Title</u>	<u>Approval Deadline</u>	<u>Reason</u>
Water Main Replacement in the Area of N.W. Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street		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 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 15,570 linear feet (LF) of 4-inch, 6-inch, 8-inch, 10-inch, 12-inch, and 24-inch water mains in the area of N.W. Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street, in Kansas City, Clay and Jackson Counties, Missouri.

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

- Replace 760 LF of 12-inch CIP water main with 12-inch DIP along N. Broadway between N.W. Harlem Road and Lou Holland Drive;
- Replace 2,910 LF of 6-inch and 8-inch CIP water mains with 8-inch DIP along N.W. Harlem Road between N. Richards Road and N. McGee Street;
- Replace 400 LF of 6-inch CIP water main with 8-inch DIP along N. Walnut Street between N. Harlem Road and the end of the cul-de-sac;
- Replace 2,000 LF of 6-inch CIP and 12-inch CIP water mains with 8-inch DIP and 12-inch DIP, respectively, along N. Grand Avenue between N. Harlem Road and N. Kansas City Limits;
- Replace 800 LF of 6-inch CIP, 8-inch CIP, and 10-inch CIP water mains with 8-inch DIP and 12-inch DIP, respectively, along W. 7th Street between Broadway Boulevard and Pennsylvania Avenue;
- Replace 710 LF of 8-inch CIP main with 8-inch DIP along W. 8th Street between Washington Street and Broadway Boulevard;
- Replace 2,360 LF of 6-inch CIP and 8-inch CIP water mains with 8-inch DIP along Broadway Boulevard between Highway 70 and W. 12th Street;
- Replace 380 LF of 10-inch CIP water main with 12-inch DIP along May Street between W. 9th Street and W. 8th Street;
- Replace 560 LF of 12-inch CIP water main with 12-inch DIP along W. 9th Street between Wyandotte Street and west of Main Street (approximately V-40);
- Replace 1,940 LF of 4-inch CIP, 6-inch CIP, 8-inch CIP, 24-inch CIP water mains with 8-inch DIP and 24-inch DIP, respectively, along Baltimore Avenue between W. 9th Street and W. 11th Street;

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Tetra Tech, 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: Tetra Tech, 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)

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210603

LEGISLATION IN BRIEF:

Authorizing a \$520,000.00 Design Professional Services Contract with Tetra Tech, Inc., for the Water Main Replacement in the Area of N.W. Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street project.

What is the purpose of this legislation?

CAPITAL

Authorizing a design professional amendment for a project

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:

Design amendment contract for design not construction

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	611060	80002270	\$ 520,000.00	-

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	520,000						
	TOTAL EXP	520,000	-	-	-	-	-	-

NET Per-YEAR IMPACT	(520,000)	-	-	-	-	-	-	-
----------------------------	-----------	---	---	---	---	---	---	---

NET IMPACT (SIX YEARS)	(520,000.00)							
--------------------------------	--------------	--	--	--	--	--	--	--

REVIEWED BY **Heather Bray**

DATE **7/16/2021**

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. _____, CONTRACT NO. _____

WATER MAIN REPLACEMENT PROJECTS IN FISCAL YEAR 2021

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Note: Describe the general scope of project. Be certain to delete this note and the non-applicable section before your final Agreement document is printed.

Sec. 1. Project description.

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

The project consists of design professional services for water main replacements and other water distribution system improvements in FY21 within the project limits of _____, as further specified by City.

The Design Professional Scope of Services may include construction phase services.

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$ _____, as follows:
1. \$ _____ for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a schedule of position classifications and the salary ranges (with and without the multiplier) for each position is included as a part of **Attachment C**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$ _____. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$ _____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
 6. City may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
 7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

D. Matt Bond, Deputy Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0168

E-mail address: mattbond@kcmo.org

Design Professional:

Contact: _____
Address: _____
Phone: (____) _____ - _____ Facsimile: (____) _____ - _____
E-mail address: _____

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

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

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

Note: Below are some responsibilities sometimes included in design professional agreements. If "Responsibilities of City" is not applicable to your Agreement delete the following section. If the City has responsibilities in this Agreement, insert detailed responsibilities of the City. List each responsibility as a separate item number. If the City's responsibilities exceed one-half page, add it as an attachment; if one-half page or less, insert City responsibilities here in Part I.

Sec. 8. Responsibilities of City. City shall:

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

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

- Attachment A** – Scope of Services (See Exhibit B)
- Attachment B** – Electronic Format Requirements
- Attachment C** – Engineering Fee Summary and Schedule of Position Classifications
- Attachment D** - Licensed Geographical Information System Data
- Attachment E** – HRD Forms
- Attachment F** – Employee Eligibility Verification Affidavit
- Attachment G** – Non-Construction Subcontractors Listing
- Attachment H** – Non-Construction Application for Payment

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

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

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

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. 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:

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

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

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

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

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

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is

cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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

Sec. 4. Design Standards and Endorsement.

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

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

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

B. Design Professional shall use

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

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

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become

the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 8. Termination for Convenience.

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

Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

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

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

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which

the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions(s) that it cannot be presumed that

the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 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, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

1. Submit, in print or electronic format, a copy of Design Professional'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, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to 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, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the

same, in print or electronic format, to 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 Design Professional 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 Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185_221678150.shtm . For those Design Professionals enrolled in E-Verify, the first

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

Sec. 24. Quality Services Assurance Act.

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 25. Anti-Discrimination Against Israel.

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

SCOPE OF SERVICES

Owner: City of Kansas City, Missouri, Water Services Department
Design Professional:
Project Title: Water Main Replacements in the Area of _____ (*project limits*)
WSD Contract No.:
WSD Project No.:

PROJECT DESCRIPTION

The following Scope of Services describes the Design Professional's services associated with the Project. These services shall be completed within _____ calendar days after the Notice to Proceed.

The Project in general consists of replacing certain break-prone or obsolete water mains and appurtenances and providing other distribution system improvements within the project limits, generally defined as _____. The specific mains to be replaced and other distribution system improvements within the project limits consist of the following:

- 1.
- 2.
- 3.

The Design Professional's Scope of Services for this Project includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the City's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

Water Services Department staff will prepare the "front-end" bidding documents and technical specifications (other than specific information contained or detailed on the construction drawings). The Water Services Department will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction phase services.

The specific design criteria for this Project shall include the following:

- Evaluate the overall distribution system within the project area to ensure adequate capacity and pressure to all customers.
- Replace break-prone or obsolete water mains and appurtenances and provide transfer of existing services to new mains.
- Ensure adequate fire protection for all residences, businesses, and facilities.
- Locate new water mains and appurtenances in the public right of way, avoiding acquisition of private easements and avoiding placing new mains under street pavement

as much as possible. If a private easement is necessary, the proposed alignment should cause the least disturbance to existing features and improvements.

- Eliminate dead ends within the system by providing main loops within the system.
- Provide sufficient valves to isolate mains into segments to maintain water service to adjacent customers to the maximum extent feasible.
- Locate valves on all sides of proposed water main junctions.
- Perform QA/QC reviews prior to all plan submittals.

For General Design Guidelines, see the latest version of Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at <https://www.kewaterservices.org/customer-service/resources/>). See also the CD entitled "FY 2016 Water Main Replacement Project Standards."

The basic Scope of Services for this Project is organized into four major Task Series:

- Task Series 100 – Project Administration
- Task Series 200 – Preliminary Design
- Task Series 300 – Final Design
- Task Series 400 – Optional Services

TASK SERIES 100 - PROJECT ADMINISTRATION

- 100. Conduct Project Administration Services.** Design Professional will provide the management functions required to successfully complete the preliminary and final design work, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Design Professional shall prepare and distribute minutes of plan review meetings with the City with action items.
- 101. Monthly Project Status Reports.** Design Professional shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of WSD for an efficient and effective delivery of the Design Professional's services, potential project scope variances with corrective actions suggested by the Design Professional, a general assessment of the Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each Task Series in this Scope of Services based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given Task Series.
- 102. Initial Project Meeting.** Design Professional will conduct an initial project meeting to clarify the Water Services Department's intended scope of work, schedule, budget requirements, and other special requirements for the Project; to review pertinent available data and to present Design Professional's draft work plan and work schedule to confirm they meet the City's expectations. Following the initial project meeting,

Design Professional shall submit to the Water Services Department for approval its work plan and work schedule for the Project, providing for completion within the term of the Contract. Design Professional shall make modifications to the work plan and work schedule as necessary to obtain City approval.

TASK SERIES 200 - PRELIMINARY DESIGN

- 200. Envision™ Consideration.** The Envision™ rating system is used by the City's Water Services Department to promote sustainability in a variety of infrastructure projects and to encourage sustainable approaches as an important part of project design. Envision™ will also be used to evaluate and grade the sustainability of project components as they are developed. The Design Professional shall incorporate the use of the Envision™ tool box through the design process and to determine whether this project is a good candidate for Envision™ certification.
- 201. Conduct Field and Record Investigations and Pipeline Route Surveys.** Design Professional shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:
- A. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Provide the City electronic copies of the photos taken.
 - B. Locate and obtain copies of as-built drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Provide the City one copy of the water main as-built drawings for all project sites. Design professional should review the necessity and size for replacement.
 - C. Utility Coordination- Follow the City's standard four step process. Before alignments have been set, contact utilities and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard City's utility notification form. Follow up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the City copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the Design Professional. Copies of all correspondence with the utilities should be submitted to WSD in a packet with the 30% alignment drawings.
 - D. Pipeline Route Surveys and Rights-of-Way
 - a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.

- ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface and subsurface information along possible new main alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances. Use Water Services standard legend. Design Professional shall field verify (QA/QC) the data that is provided by the surveyor's.
 - iv. Provide subsurface utility information along the possible new main alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.
 - v. Obtain vertical elevations at locations at least every 50 feet along the proposed main alignments, to provide information to evaluate and adjust City's surface elevation contours for project site conditions.
- b. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.
- E. Obtain City's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

202. Preliminary Layout Drawing Review.

- A. Generate base plan sheets with of existing utilities and surface features in the right-of-way, including proposed new water main alignments in 20:1 scale on 24" X 36" paper (unless approved otherwise) for construction drawings, incorporating City's GIS information, Pipeline Route Survey data, utility research, and review of the water main as-constructed drawings.
- B. Meet with City staff in the field to review the base plan sheets for the project sites and provide recommendations on new water main alignments and receive City's comments. All decisions made in the field need to be documented in a memo addressed to the project manager. City will approve alignments or notify the Consultant with any changes within 2 weeks from the date of the field review.
- C. Determine the need for permanent and temporary construction easements along the proposed water main alignments.
- D. Utility Coordination – A utility coordination meeting may be held at Water Services if necessary with some or all of the affected utilities. A copy of the 30% sets of plans including the approved alignment should be sent to each utility prior to this meeting. This is the 2nd contact to utilities. Minutes from the meeting as well as any further information provided should be submitted to WSD within 1 week after the coordination meeting.

203. Prepare Preliminary Construction Drawings.

- A. Design Professional shall prepare preliminary (60 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the City's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at <https://www.kcwaterservices.org/customer-service/resources/>). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations.
- B. The preliminary drawings shall include the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages. A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.
- C. The preliminary drawings shall be quality checked by the design consultant with the name and signature of the individual that performed the quality check in the upper right hand corner of the cover sheet. The plans shall at a minimum include a water service transfer table, including for each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Perform site inspections to ensure all necessary transfers are included on the drawings, and that the transfers comply fully with the Rules and Regulations for Water Service Lines available at: <https://www.kcwaterservices.org/customer-service/resources/>

204. Submit 60% Completion – Drawings. Design Professional will submit to the City a review set of drawings at the 60% design completion stage.

- A. Design Professional shall submit two copies of the drawings (60 percent complete) to The Water Services Department for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, page 15, and a current utility coordination log. Design Professional shall meet with Water Services Department staff to review the project progress and receive their review comments.
- B. Design Professional shall submit copies of the drawings (60 percent complete) for review and comment to other utilities, which have existing underground facilities

which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City's utility notification form.

- C. Utility Coordination - Public Notice #3 should be sent out with a copy of the 60% set of plans to all utilities that have conflicts and to those that have not responded. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the 100% Construction Drawings.

- 205. Preliminary Opinion of Probable Construction Cost.** Design Professional will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the City. Preliminary opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with city requirements.

TASK 300 - FINAL DESIGN

- 300. Prepare 90% Construction Drawings.** Design Professional shall prepare final (90 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings should conform to the latest edition for the Standards and Specifications for Water Main Extensions and Relocations and incorporate City's previous review comments into the drawings. Include as necessary plan sheets for erosion & sediment control measures.

- 301. Submit 90% Completion – Drawings.** Design Professional shall submit to the Water Services Department a review set of drawings at the 90% design completion stage.

- A. Design Professional will perform an internal quality control review on the drawings and then submit two copies to the Water Services Department for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, page 15. Design Professional shall meet with Water Services Department staff to review project progress and receive review comments on the final drawings.

- B. Design Professional shall submit copies of drawings (90 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City's utility notification form.

C. Utility Coordination- Public Notice 4 (Final Notice) should be sent to all utilities with a copy of the 90% drawings. All contact with the utilities should be documented and submitted to WSD with the Final Construction Drawings.

302. Finalize Drawings for Bidding. Design Professional will address review comments received on the 90% submittal and finalize the construction drawings. One copy of the final construction drawings will be submitted to Water Services Department for review. After receipt of the review comments on the final construction drawings, Design Professional shall revise the drawings and include all revisions and additions required by Water Services Department.

A. Design Professional shall provide Water Services Department:

- a. One paper set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings;
- b. A computer disk containing the drawing sheets as separate pdfs in the format required in Attachment B and electronic files in the latest version of AutoCAD. The disk shall be labeled with the project Name, WSD Project Number, WSD Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data.

303. Prepare Final Opinion of Probable Cost. Design Professional will prepare a final opinion of probable construction cost for the Project and submit it to the Water Services Department. Final opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with City requirements.

304. Prepare SWPPP. Using the City's approved template, and projects disturbing over 1 acre in area, prepare a Stormwater Pollution Prevention Plan document for the project for inclusion in the bidding documents, to be executed and implemented by the contractor. The plan will include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management as described in the City's General Operating Permit (No: MOR100006) and 10 CSR 20-6.200.

305. Provide Project Data for Asset Management. The Design Professional shall prepare and provide to City the following data in electronic file format as follows:

- A. An excel file listing existing water valves to be replaced in the project using the City's unique GIS valve identification number.
- B. An excel file new water valves to be installed in the project, assigning a temporary valve identification number, and the proposed State Plane Coordinates from the construction drawings.
- C. An excel file listing existing hydrants to be replaced in the project using the City's unique GIS hydrant identification number.

- D. An excel file listing new hydrants to be installed in the project, assigning a temporary hydrant identification number, and the proposed State Plane Coordinates from the construction drawings.

TASK SERIES 400 – OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL’s maximum amount of compensation for the Basic Scope of Services includes a total allowance amount of \$_____ for Optional Services not yet authorized by CITY that may be required during the course of the work. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in WRITING by the CITY to perform Optional Services. Optional services will not be performed, nor is the DEISGN PROFESSIONAL approved to utilize any of the allowance amount unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Any easements necessary for the project will be added by optional services. They will still need to follow the information provided below.

Prepare Easement Legal Descriptions and Exhibits. Design Professional shall through the services of a Professional Surveyor provide information and documents required for temporary and permanent water easements for the project. For each tract to be subject to temporary or permanent water easements, Design Professional shall:

- A. Prepare legal descriptions for temporary and permanent water main easements. Easement legal descriptions shall be prepared using State Plane Coordinates, “Missouri Coordinate System of 1983, West Zone” in accordance with applicable Missouri standards of practice and easement recording requirements. City to acquire and provide to the Design Professional the ownership and encumbrance reports for preparation of the easement documents.
- B. Prepare easement exhibits in accordance with applicable Missouri standards of practice and easement recording requirements.
- C. Include water main easements on the overall project’s plan sheets.

Design Professional shall review and approve the easement and legal descriptions including exhibits. Design Professional shall provide the services of a professional land surveyor, licensed in the State of Missouri, to seal the final easement legal descriptions and exhibits after corrections have been made.

END OF EXHIBIT B

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
 - 1. Affidavit of Intended Utilization (HRD Form 13); and
 - 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 - 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 - 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 - 5. Request for Modification or Substitution (HRD Form 11); and
 - 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 - 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

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

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

A. Proposer must submit the following documents with its request for final payment under the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**
2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Additional Submittals.

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

VIII. MBE/WBE Participation Credit.

A. The following shall be credited towards achieving the goals:

1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.

B. **NO CREDIT**, however, will be given for the following:

1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good

faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:

1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option fo the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
 8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
 9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, or contractor as of the bid solicitation; and
 - j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when

this documentation must be submitted.

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

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

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

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

XI. Appeals.

A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:

1. The grant or denial of a Request for Waiver;
2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;

4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$324,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

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

I. City's Construction Employment Program.

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

II. Required Monthly Submissions during Term of Contract.

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:

1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

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

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

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:
 1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority

or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and

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

- iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

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

VI. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of

Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.

- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

VII. Miscellaneous.

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of HRD or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII. Liquidated Damages; Suspension – Workforce Program.

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

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

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

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

If Proposer failed to meet or exceed the minimum employment goals or otherwise

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

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

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

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of **3 Mbps** Downstream and **512 Kbps** Upstream

C. Contract Information Management System - Project Web Requirements

1 of 7

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

F. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

3 of 7

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings. If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. Submittal Specifications

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

3. Questions/Technical Support

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

Stacey Roberts
Stacey.Roberts@kcmo.org
816-513-0299

4. CAD Layers and Object Data Tables:

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

Included below is a list of the requested CAD layers, object data tables, and attribute codes.

CAD layer names

LAYER NAME	COLOR	LINETYPE	PLOT	DESCRIPTION
C-WATR-ANNO-NOTES	GREEN	CONTINUOUS		
C-WATR-HYDRANT-E	RED	HIDDEN2		EXISTING
C-WATR-HYDRANT-N	WHITE	CONTINUOUS		NEW WORK
C-WATR-HYDRANT-PIPE	WHITE	CONTINUOUS		
C-WATR-PIPE-A	RED	HIDDEN2		ABANDONED
C-WATR-PIPE-D	RED	HIDDEN2		EXISTING TO DEMOLISH
C-WATR-PIPE-E	RED	HIDDEN2		EXISTING TO REMAIN
C-WATR-PIPE-N	YELLOW	CONTINUOUS		NEW WORK
C-WATR-PIPE-FITTINGS	MAGENTA	CONTINUOUS	NO	
C-WATR-SERVICE	30	CONTINUOUS		
C-WATR-SERVICE-FITTINGS	190	CONTINUOUS		
C-WATR-SYMBOLS	BLUE	CONTINUOUS		
C-WATR-VALVE-A	RED	HIDDEN2		ABANDONED
C-WATR-VALVE-D	RED	HIDDEN2		EXISTING TO DEMOLISH
C-WATR-VALVE-E	RED	HIDDEN2		EXISTING TO REMAIN
C-WATR-VALVE-N	GREEN	CONTINUOUS		NEW WORK

Object Data Tables

Table Name	Field Name	Data Type	Description
PIPE*			
	Diameter	Integer	Pipe Diameter in Inches
	Material	Character	Code for pipe material (see provided list)
FITTINGS**			
	DrawingID	Integer	Unique ID for Asset Per Project

5 of 7

	TYPE	Character	Code for fitting type (see provided list)
VALVE			
	DrawingID	Integer	Unique ID for Asset Per Project
	ValveType	Character	Code for type of valve (see provided list)
	ValveSize	Integer	Valve Size in Inches
HYDRANT			
	DrawingID	Integer	Unique ID for Asset Per Project
SERVICE			
	Size	Integer	Diameter in Inches
	Material	Character	Pipe Material
	Type	Character	Code for type of service line (see provided list)
	REGNumber	Character	Register Number

*Shall be used for Mains and Hydrant Pipes

**Shall be used for Main line fittings and Service line fittings

Pipe material types

Type Code	Type Description
CIP	Cast Iron Pipe
DIP	Ductile Iron Pipe
PCCP	Prestressed Concrete Cylinder Pipe
PVC	Polyvinyl Chloride Pipe
STEEL	Steel Pipe
UNK	Unknown
CU	Copper Pipe

Service line types

Type Code	Type Description
Domestic	Domestic Service Line
Fire Protection	Fire Protection Service Line
Lawn Irrigation	Lawn Irrigation Service Line Type
Unknown	Unknown Service Line Type

Valve types

Type Code	Type Description
AR	Air Release Valve
BV	Ball Valve
BO	Blow-Off Assembly
BFV	Butterfly Valve
CV	Check Valve
DR	Drain Valve
FA	Flushing Assembly
VALVE	Gate Valve
HV	Hydrant Valve
PRV	Pressure Regulating Valve
UNK	Unknown
XV	Boundary Valve

Fitting types on water mains

Type Code	Type Description
BEND	Bend
CROSS	Cross
PLUG	Plug
REDUCER	Reducer
SLEEVE	Sleeve
TEE	Tee

Fitting types on service lines

Type Code	Type Description
ST	Straight Tap
BT	Backtap
METER	Meter
MPIT	Meter Pit
ETD	End Tap
CBOX	Curb Box

ATTACHMENT C

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

ATTACHMENT D

CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records,

except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

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

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

ATTACHMENT E

HRD DOCUMENTS

1. HRD Form 8A: Contractor Utilization Plan & Request for Waiver
2. Letter of Intent to Subcontract
3. HRD Form 10: Timetable for MWB/WBE Utilization
4. HRD Form 11: Request for Modification or Substitution
5. HRD Form 13: Affidavit of Intended Utilization
6. Contractor Affidavit for Final Payment
7. Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project) Department

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

BIDDER/PROPOSER PARTICIPATION: _____% MBE _____% WBE

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

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

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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

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

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

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

WBE FIRMS:

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

TOTAL WBE \$ / TOTAL WBE %: \$ _____ %

*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total

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

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

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____

Project Location/Number _____

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

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

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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

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

(1) Company name: _____

Full address: _____
 Street number and name City, State and Zip Code

Primary contact: _____
 Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

TIMETABLE FOR MBE/WBE UTILIZATION

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

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

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

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

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

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

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

(Signature)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

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

2. Name of MBE/WBE Firm _____
Address _____

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

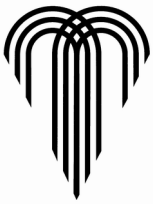
On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
 COUNTY OF _____)

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

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

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT G

Non-Construction Subcontractors Listing

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

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

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



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT H

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

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



Legislation Text

File #: 210592, Version: 1

ORDINANCE NO. 210592

Authorizing Amendment No. 3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road Project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 3 in the amount of \$98,910.00 for additional design services for Project No. 89008194 - Lee's Summit Road from Anderson Drive to Lakewood Boulevard; from funds previously appropriated to Account No. AL-3521-898015-B-89008194 for a total contract amount of \$498,060.00. A copy of the amendment is on file in the office of the Director of the Public Works Department.

Section 2. That the Human Relations Department, to assure fair representation by socially and economically disadvantaged groups, approved for this amendment a thirteen (13%) percent representation by Minority Owned Businesses and an eight (8%) percent representation by Women Owned Businesses.

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

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210592
--------------------------------	------------------------	--------

LEGISLATION IN BRIEF:
 Authorizing amendment #3 with Cook, Flat, and Strobel Engineers, P.A. Authorizing Amendment #3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

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/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
 0

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

Section 00: Notes:
Lifespan is estimated to be 30 years with \$15,000 annual operating and maintenance cost.
 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
3521	898015	B	89008194	98,910.00	

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
3521	GO Bond 2021 Q1	98,910	15,000	15,000	15,000	15,000	15,000	375,000
TOTAL EXP		98,910	15,000	15,000	15,000	15,000	15,000	375,000

NET Per-YEAR IMPACT (98,910) (15,000) (15,000) (15,000) (15,000) (15,000) (375,000)

NET IMPACT (SIX YEARS) **(548,910.00)**

REVIEWED BY Charles Leap DATE 7/8/2021

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?		Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use	
		Sponsor(s)	
		Programs, Departments, or Groups Affected	
		Sub-Program in Budget (page #)	
Discussion (including relationship to other Council actions)		Applicants/ Proponents	City Department
			Other
		Staff Recommendation	
		Board or Commission Recommendation	
		Future Impacts	
		Cost of Legislation current Fiscal Year	
		Costs in Future Fiscal Years?	
Citywide Business Plan Goal		Annual Revenue Increase/Decrease	
Citywide Business Plan Objective		Applicable Dates:	
		Prepared by:	
		Date Prepared:	
Citywide Business Plan Strategy		Reviewed by:	
		Date Reviewed	
		Reference Numbers	

ORDINANCE NO. TMP-0708

Authorizing Amendment #3 with Cook, Flatt and Strobel Engineering, P.A. in the amount of \$98,910.00, for engineering design services for the Lee's Summit Road project from Anderson Drive to Lakewood Boulevard for a total contract amount of \$498,060.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 3 in the amount of \$98,910.00 for additional design services for Project No. 89008194 - Lee's Summit Road from Anderson Drive to Lakewood Boulevard; from funds previously appropriated to Account No. AL-3521-898015-B-89008194 for a total contract amount of \$498,060.00. A copy of the amendment is on file in the office of the Director of the Public Works Department.

Section 2. That the Human Relations Department, to assure fair representation by socially and economically disadvantaged groups, approved for this amendment a thirteen (13%) percent representation by Minority Owned Businesses and an eight (8%) percent representation by Women Owned Businesses.

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



Legislation Text

File #: 210605, Version: 1

ORDINANCE NO. 210605

Authorizing the Manager of Procurement Services to execute contracts with Mid-America Pump, L.L.C., Mobile Mini Tank and Pump Solutions, Inc., Cogent, Inc., FTC Equipment, LLC and JCI Industries, LLC, with such funds that are appropriated in the City Budget; and authorizing the Manager of Procurement Services to amend and extend the contracts.

WHEREAS, Section 3-41(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into contracts that may exceed \$1,000,000.00; and

WHEREAS, the General Services Department estimates the City will spend over \$3,000,000.00 in Fiscal Year 2021/2022 NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute contracts with Mid-America Pump, L.L.C., Mobile Mini Tank and Pump Solutions, Inc., Cogent, Inc., FTC Equipment, LLC and JCI Industries, LLC, with such funds that are appropriated in the City Budget. Copies of the Contracts are on file in the Procurement Services Division.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments to the contracts with Mid-America Pump, L.L.C., Mobile Mini Tank and Pump Solutions, Inc., Cogent, Inc., FTC Equipment, LLC and JCI Industries, LLC and is authorized to exercise the City’s five one-year renewal options without Council authorization.

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City’s Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy Queen
Director of Finance

Approved as to form and legality:

James M. Brady
Assistant City Attorney

CONTRACT

210605

Ordinance Fact Sheet

Construction/Misc. Form

Brief Title	Approval Deadline	Reason
Pump Repair, Service & Purchase	6/30/2021	To establish a contract with multiple suppliers for repair, service and purchase date.

Details

Reason for Contract

This is establish a contract for repair, service and and purchase of pumps for multiple City Departments including the Water Services, Parks and Recreation and Aviation Departments. This contract will have 6 annual renewals.

Discussion

Project Justification

Various sizes and types of pumps designed for specific applications (pressures, volumes, and elevations) are required for Water Services pump stations and treatment plants for the water, wastewater and stormwater utilities. Drinking water pumps are used 24/7 to pump water from the Missouri River to the water treatment plant and after treatment to and from various drinking water pressure zones, reservoirs, and water distribution systems to ensure and provide clean water. Wastewater pumps are utilized 24/7 to collect and pump sewage throughout the wastewater collection system at different elevations to the and within wastewater treatment plants. Effective operation of pumps ensures the City's ability to comply with Federal Safe Drinking Water Act water standards and state regulations and the Clean Drinking Water Act and state regulations for treating wastewater to protect the public health and environment. Other departments utilize this contract to maintain pumps utilized at public facilities.

Project Description

Manufacturers utilize a territory and exclusive representation model for various lines of pumps designed for water and wastewater treatment applications. City Departments' maintenance staff provide routine preventive maintenance in addition to corrective maintenance services. Support services may be required for emergency repairs and service in addition to City maintenance staff. Vendors must be available to provide local support 24/7 for routine corrective and emergency maintenance including periodic overhaul and rebuilds. Vendors also provide spare parts and related predictive and advanced maintenance services. Vendors provide the services required for the specific pump applications and installations located in the City's system and provide the response in accordance with planned and unforeseen requirements. Vendors also provide replacement pumps as needed based on equipment life and repair costs.

Roles and Responsibilities

Sponsor	Department
Department or Programs Affected	Department
Recommended Awardee	
Contract Compliance Certification Obtained?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: N/A Inspections: City staff Construction or Project Management: City staff Service Monitoring: City staff

Policy/Program Impact

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

(Continued on reverse side)

Details

Solicitation
This Project was advertised in accordance with the City's requirements

Grant/Loan Funding
N/A

Human Relations Approval
Subcontracting information was submitted to the Human Relations

Youth Employment Program
N/A

1% for Art
N/A

How will this contribute to a sustainable Kansas City?
Bid Opening Date: 06/01/2021
Notice of Intent to Contract:

Is it good for the children? Yes.

Estimated Duration of Contract:
365 Calendar Days

Fact Sheet Prepared by: Ronnell E. Simps Date: 06/29/2021

Reviewed by:

Date:

General Services Department

Reference Numbers:

Contract No. EV2817

Finances

City's Estimate of Cost	\$ \$3,900,000.00	
Bid or Proposal Data	Lowest and Best Contract	
	Cost Submitted	\$ \$3,900,000.00
Bid Date:	Recommended Awardee: Multiple awardees	
	FTC, JCI, Water Movers, Mid-America, Cogent	
	<i>No. of Bids Submitted: 1 5</i>	
	Reason for rejecting lowest contract cost submitted:	
	N/A	
	Multiple awardees due to territory/representation model	
	Large City system requires many different pump models	
	Other Bidders or Contractors Considered	Contract Costs Submitted
	FTC	\$ N/A
	Lee Mathews	\$
	Mid American Pump	\$
	Tank and Pump	\$
	JCI	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Fund Sources and Appropriation		
Account Codes	\$ 1,700,000.00	8010-802200-634240
For This Contract	\$ 2,200,000.00	8110-802130-634240
Source of Future Operating Funds		
Maximum Amount of Proposed Contract	\$ 24,000,000.00	
Amount of Contingency	\$ 0.00	
Engineering & Administration	\$ -	
TOTAL	\$ \$24,000,000.00	

Council Committee Actions

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

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210605

LEGISLATION IN BRIEF:

Authorizing the Manager of Procurement Services to execute a contract with FTC, Lee Mathews, Mid-American Pump, Tank and Pump, JCI with such funds that are appropriated in the City Budget; authorizing the Manager of Procurement Services to further amend the contract.

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?

NO

Yes/No

See Section 00: "Notes" Below

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:

This ordinance authorizes a contract for water pumps. No money will be spent until a purchase order is issued. Six potential contract renewals are represented in Section 04 based on an assumption that the Water Fund will pay for 43% of the contract and the Sewer fund will pay for 57% of the contract.

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

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	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	-
8110	Sewer	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	-

TOTAL EXP

3,900,000 3,900,000 3,900,000 3,900,000 3,900,000 3,900,000 -

NET Per-YEAR IMPACT

(3,900,000) (3,900,000) (3,900,000) (3,900,000) (3,900,000) (3,900,000) -

NET IMPACT (SIX YEARS)

(23,400,000.00)

REVIEWED BY

Jessica Oliphant

DATE

7/12/2021



Legislation Text

File #: 210606, Version: 1

ORDINANCE NO. 210606

Authorizing a Lease Agreement with US Federal Properties Co., LLC for the construction, leasing, operation, maintenance and repair of a general office and associated improvements for the use and benefit of the U.S. General Services Administration (GSA) at the Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is authorized to execute a Lease Agreement with US Federal Properties Co. (Lessee) for the construction, leasing, operation, maintenance and repair of a general office and associated improvements for the use and benefit of the GSA at the Kansas City International Airport for a term not to exceed Seven Hundred Twenty (720) months. A copy of the Lease Agreement, in substantial form, is on file in the Office of the Director of Aviation and is hereby approved.

Section 2. That notwithstanding execution of this Lease Agreement by the City and Lessee, this Lease Agreement shall be contingent upon the GSA awarding a lease to Lessee (Award). If such Award is not received by Lessee within ninety (90) days after the date of execution of this Lease Agreement by the City and Lessee, this Lease Agreement shall automatically terminate without liability of either party to the other.

Section 3. That the Director of Aviation is authorized to execute, on behalf of the City, such documents, contracts, leases, certificates and instruments, or as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction contemplated herein.

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

CONTRACT

Ordinance Fact Sheet

Brief Title

Lease Agreement with US Federal Properties at the Kansas City International Airport

Approval Deadline

Routine

--

Ordinance Number

Reason

To authorize the execution of a Lease Agreement.

Details

Reason for Contract

Authorizing a Lease Agreement between the City and US Federal Properties at the Kansas City International Airport.

Discussion

Project Description

US Federal Properties is proposing to lease 14.3 acres (622,908 square feet) at I-29 & NW 112th street between the KCPD North Patrol Station and the KCFD Station 16. US Federal Properties is preparing to construct, lease, operate, maintain, and repair general office and associated improvements to the United States General Services Administration.

Term

The term is for 720 months (60 years).

Financials

- This Lease calls for an initial land rent of \$.18 per square foot.
- The lease outlines rent increasing 5% every 5 years over the term of the lease.
- The city will receive approximately \$1.2 million in rent over the first 10 years of the lease.

Roles & Responsibilities

Sponsor	Aviation Department
Departments or Programs Affected	Aviation Department
Recommended Awardee	N/A
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	<i>Groups or Individuals None Known</i> <i>Reason for Opposition</i>
Responsibilities	<i>Design Engineering</i>
	<i>Inspections</i>
	<i>Construction or Project Management</i>
	<i>Service Monitoring</i>

Policy / Program Impact

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

Details

Human Relations Approval

N/A

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	19__ Budget, Page__ Unbudgeted, Appropriation _____ Fund 00-000-00-0000-A0000
Source of Future Operating Funds	
Maximum Amount of Proposed Contract	\$ _____
Amount of Contingency	\$ _____
Engineering & Administration	\$ _____
Estimated Annual Revenue	\$ _____
Council Committee Actions	
<input type="checkbox"/> Do Pass	<input type="checkbox"/> Hold
<input type="checkbox"/> Do Pass (as amended)	<input type="checkbox"/> Without Recommendation
<input type="checkbox"/> Committee Substitute	<input type="checkbox"/> Do Not Pass

Fact Sheet Prepared by: _____ **Date:** 7-12-21

Burdette (Pete) Fullerton
Acting Deputy Director
Commercial Development Division

Reviewed by: _____ **Date:** 7-12-21

Burdette (Pete) Fullerton
Acting Deputy Director
Commercial Development Division



Legislation Text

File #: 210607, Version: 1

ORDINANCE NO. 210607

Authorizing the Director of General Services to execute a contract amendment with Metropolitan Energy Center, Inc., to accept and approve \$88,609.20 in additional grant funds from the U.S. Department of Energy through Metropolitan Energy Center, Inc., to implement alternative fuel adoptions; estimating revenue in the amount of \$88,609.20 into the Fleet Services Fund; and authoring contract amendments.

WHEREAS, the City had adopted receipt of an alternate fuel deployment reimbursement from a federal DOE grant, administered by the Metropolitan Energy Center (MEC), via prior ordinance 190229; and

WHEREAS, due to various reasons other MEC grant subcontractors on this same federal grant defaulted on their deployments, thereby forfeiting their grant reimbursement and leaving the moneys available for other projects; and

WHEREAS, during the course of normal vehicular fiscal replacement, being a conscientious fleet operator, the City procured other alternate fuel vehicles without grant assistance to aid in regional environmental pollution mitigation; and

WHEREAS, due to default of the other party(s), MEC has offered to expand our prior contract to provide grant assistance on these additional/unassisted vehicles; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of General Services is authorized to execute a contract amendment with Metropolitan Energy Center, Inc., to accept and approve \$88,609.20 in additional grant funds from the U.S. Department of Energy, through Metropolitan Energy Center, Inc., to support alternative fuel adoptions by offsetting costs associated with the equipment to support that initiative. A copy of the contract amendment in substantial form will be on file with the General Service Department.

Section 2. That revenue in the following account of the Fleet Services Fund is hereby estimated in the following amount:

22-7151070001-486480-G07MECAF	MEC Alternative Fuel Initiative	\$88,609.20
-------------------------------	---------------------------------	-------------

Section 3. That the Director of General Services is authorized to amend the agreement with Metropolitan Energy Center, Inc., without additional Council authorization.

Tammy L. Queen

Director of Finance

Approved as to form and legality:

James M. Brady
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p>	<p>Fact Sheet Color Codes</p> <p>User Entered Field</p> <p>User Select From Menu</p> <p>For OMB Use</p>		
<p>Discussion (including relationship to other Council actions)</p>	<p>Sponsor(s)</p> <p>Programs, Departments, or Groups Affected</p> <p>Sub-Program in Budget (page #)</p>		
	<p>Applicants/ Proponents</p>	<p>City Department</p>	<p>Other</p>
<p>Citywide Business Plan Goal</p>	<p>Staff Recommendation</p>		
<p>Citywide Business Plan Objective</p>	<p>Board or Commission Recommendation</p>		
<p>Citywide Business Plan Strategy</p>	<p>Future Impacts</p>		
	<p>Cost of Legislation current Fiscal Year</p>		
	<p>Costs in Future Fiscal Years?</p>		
	<p>Annual Revenue Increase/Decrease</p>		
	<p>Applicable Dates:</p>		
	<p>Prepared by:</p>		
	<p>Date Prepared:</p>		
	<p>Reviewed by:</p>		
	<p>Date Reviewed</p>		
	<p>Reference Numbers</p>		

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210607
--------------------------------	------------------------	--------

LEGISLATION IN BRIEF:
 Authorizing the Director of General Services to modify contractual agreement with Metropolitan Energy Center, Inc., to accept and approve a \$88,609.20 grant expansion from the U.S. Department of Energy through Metropolitan Energy Center, Inc., to implement alternative fuel adoptions; estimating revenue in the amount of \$88,609.20 into the Fleet Services Fund; authoring contract amendments; and recognizing this ordinance as having an accelerated effective date.

What is the purpose of this legislation? CAPITAL GRANT

For accepting financial contributions from Federal State and/or third parties for the construction of fixed capitalizable assets

- Does this grant require a match that is budgeted in the current Fiscal Year?** Yes/No
 See Section 00: " Notes" Below
- Does this legislation estimate Grant Revenues?** Yes/No
 See Section 02 for the New Estimated Revenues.
- Does this legislation estimate Grant Appropriations?** Yes/No
 See Section 00: " Notes" Below
- Does this legislation expand the scope of city services, or expand the city's infrastructure?** Yes/No
 Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below

Section 00: Notes:

This ordinance accepts grant revenue from the Metropolitan Energy Center, Inc.

The uncollected and/or unspent balance estimated for this grant will revolve to the following fiscal year.

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

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
7151	070001	486480	G07MECAF	88,609.20	

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 **REVENUE SUPPORTED**

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
7151	Fleet Services	88,609.20						
TOTAL REV		88,609	-	-	-	-	-	-

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

NET Per-YEAR IMPACT **88,609.20**

NET IMPACT (SIX YEARS) **88,609.20**

REVIEWED BY DATE

Jessica Oliphant

7/1/2021



Legislation Text

File #: 210609, Version: 1

ORDINANCE NO. 210609

Authorizing a second amendment to the Cooling Service and City Equipment Lease Agreement with Vicinity Energy (formerly Trigen) to provide 2,400-tons of cooling from Vicinity Energy’s integrated West Loop Chilled Water System for the Convention and Entertainment Facilities Department.

WHEREAS, Vicinity Energy and the City entered into that certain Cooling Service and City Equipment Lease Agreement, dated as of April 3, 1997 (the “**original agreement**”), whereby Vicinity Energy sold cooling services to the City and leased certain production equipment located in and on the City’s buildings; and

WHEREAS, Vicinity Energy and the City amended certain provisions of the original agreement due to additional equipment required for the West Loop (Convention Center) expansion, in that certain first amendment to the Cooling Service and City Equipment Lease, dated April 14, 2006 (the “**First Amendment**”); and

WHEREAS, the original equipment is beyond its reasonable life, and, therefore, Vicinity Energy and the City wish to extend the operational life of the original equipment, to lengthen its emergency use potential, to increase cooling system reliability, and to assist the City in avoiding future capital costs by reducing the use of the original equipment and placing it in layup; and

WHEREAS, Vicinity and the City wish to amend certain provisions of the original agreement, as amended; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section. That the Director of General Services is hereby authorized to enter into a second amendment to the Cooling Service and City Equipment Lease Agreement with Vicinity Energy (formerly Trigen) to provide 2,400-tons of cooling from Vicinity Energy’s integrated West Loop Chilled Water System for the Convention and Entertainment Facilities Department. A copy of the Second Amendment is on file in the office of the Director of General Services.

IN WITNESS WHEREOF, the parties hereto have caused this second amendment to be executed by their duly authorized representatives as of the date first written above.

Approved as to form and legality:

Nelson V. Munoz

Assistant City Attorney

GENERAL

Ordinance Fact Sheet

210609

Ordinance Number

Brief Title	Approval Deadline	Reason
Second Amendment to Cooling Service and City Equipment Lease Agreement		These services are to 2,400-tons of cooling from Vicinity's integrated West Loop Chilled Water System at the Convention and Entertainment Facilities Department.

Details	Positions/Recommendations
<p>Reason for Legislation</p> <p>Authorizing the Manager of Procurement to enter a Second Amendment to the Cooling Service and City Equipment Lease Agreement by adding a ten-year (10) extension to the current terms of the Agreement with up to ten (10) additional one (1) year renewable periods at the City's option with formerly Trigen now Vicinity Energy to provide 2,400-tons of cooling from Vicinity's integrated West Loop Chilled Water System, which will replace the current cooling loads served by Convention and Entertainment Facilities Department Kansas City Convention Center's electric chillers.</p>	<p>Sponsor</p> <p>Programs, Departments, or Groups Affected</p> <p>Applicants / Proponents</p> <p>Applicant</p> <p>City Department General Services Department</p> <p>Other</p>
<p>Discussion</p> <p><u>Currently Convention Center Cooling System, Operation and Risks:</u> Conventions has three (3) 800-ton electric chillers, with a combined capacity of 2,400-tons with galvanized cooling towers, that were installed in 1993, and aging the equipment at 28 years old. Galvanized cooling towers service life range 15-17 years and a chiller's average service life is 23 years. The estimated cost of replacement for the electric chillers and cooling towers is \$2.5 to \$3 Million Dollars. Also, Convention's has two (2) Steam Driven Chillers with a combined capacity of 2,400-tons which are currently in good shape. These steam chillers were added by Vicinity in the Bartle Hall Expansion, and supplied with stainless steel cooling towers. The stainless construction creates a longer service life than galvanized cooling towers serving the three (3) electric chillers. Vicinity proposes to layup the three (3) 800-ton electric chillers and their cooling tower with a combined capacity of 2,400-tons as to preserve their condition since they are past their service life. The layup would reduce operation and the use would be only in case of emergency. This benefit would further reduce wear and tear on the three (3) electric chillers and their cooling towers. Again, the intent is to extend the units service life by being only used only on an emergency basis. Vicinity would assume all cost, they would be responsible for the layup work and complete up to \$40K annually for preventive maintenance. This would be at zero cost to the City. By integrating into the West Loop Vicinity District Chilled Water System, Vicinity's would provide the service of the 2,400-tons of cooling from it's district chilled water system, which would replace the cooling loads served by the current electric chillers at zero cost to the City as replace for project cost that is projected at \$700K, which will be provide at NO COST to the CITY, and covered in entirety by Vicinity by adding a ten (10) year extension to current terms of the Agreement, with ten (10) additional one (1) renewal periods at the City's option.</p>	<p>Opponents</p> <p>Groups or Individuals None Known</p> <p>Basis of opposition None Known</p> <p>Staff Recommend</p> <p><input checked="" type="checkbox"/> For <input type="checkbox"/> Against</p> <p>Reason Against</p> <p>Board or Commission Recommend</p> <p>By N/A</p> <p><input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)</p> <p>Council Committee Actions</p> <p><input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass</p>

(Continued on reverse side)

Details

Is It Good For The Children?

Yes.

How will this contribute to a sustainable Kansas City?

The District chilled water is 99.9% reliable due redundances in power, cooling, and pumping equipment at Vincy's central plant.

Avoid future capital cost of \$2.5 to \$3 Million Dollars in estimated capital cost to replace the electric chillers and cooling towers, which would no longer be necessary, as their use would be replaced with district chilled water since the chillers are five (5) years past their service life, and the cooling towers are eleven (11) years past their service life.

Continuation of preventive maintenance to electric chillers, although the electric chillers and cooling towers are past its service life and Vinity will still provide up to \$40K annually for preventative maintenance. This approach will allow for the longest potential remaining life of the other chillers.

No Change or Increase to City's Current Cost: The cost of service incurred by the City will not increase. Avoiding major capital expense allows for no cost increases to the existing structure of agreement.

Policy/Program Impact

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

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	
Fund Source (s) & Appropriation Account Codes	

Fact Sheet Prepared by:

Date:

Reviewed by:

Date:

Reference Numbers

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210609

LEGISLATION IN BRIEF:

Authorizing the Manager of Procurement to enter a Second Amendment to the Cooling Service and City Equipment Lease Agreement by adding a ten-year (10) extension to the current terms of the Agreement with up to ten (10) additional one (1) year renewable periods at the City's option with formerly Trigen now Vicinity Energy to provide 2,400-tons of cooling from Vicinity's integrated West Loop Chilled Water System, which will replace the current cooling loads served by Convention and Entertainment Facilities Department Kansas City Convention Center's electric chillers.

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?

NO

Yes/No

See Section 00: "Notes" Below

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:

This ordinance extends a contract with Vicinity by 10 years in exchange for updates and maintenance to the West Loop Chilled Water System at no cost to the City.

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

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

TOTAL EXP

NET Per-YEAR IMPACT	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
	-	-	-	-	-	-	-

NET IMPACT (SIX YEARS)

REVIEWED BY

Jessica Oliphant

DATE

7/13/2021

**SECOND AMENDMENT TO COOLING SERVICE AND
CITY EQUIPMENT LEASE AGREEMENT**

This Second Amendment to the Cooling Service /and City Equipment Lease Agreement (this “**Second Amendment**”) is made as [DATE] (the “**Second Amendment Effective Date**”), by and between **Vicinity Energy Missouri, Inc.** (f/k/a Trigen-Missouri Energy Corporation), having an address of 115 Grand Boulevard, (“**Vicinity**”) and the **City of Kansas City, Missouri** (“**City**”).

WHEREAS, Vicinity and the City entered into that certain Cooling Service and City Equipment Lease Agreement, dated as of April 3, 1997 (the “**Original Agreement**”), whereby Vicinity sold cooling services to the City and leased certain production equipment located in and on the City’s buildings; and

WHEREAS, Vicinity and the City amended certain provisions of the Original Agreement due to additional equipment required for the West Loop (Convention Center) Expansion, in that certain First Amendment to the Cooling Service and City Equipment Lease, dated April 14, 2006 (the “**First Amendment**”); and

WHEREAS, the Original Equipment is beyond its reasonable life, and, therefore, Vicinity and the City wish to extend the operational life of the Original Equipment, to lengthen its emergency use potential, to increase cooling system reliability, and to assist the City in avoiding future capital costs by reducing the use of the Original Equipment and placing it in layup; and

WHEREAS, Vicinity and the City wish to amend certain provisions of the Original Agreement, as amended; and

NOW, THEREFORE, Vicinity and City agree as follows:

1. Defined Terms. Capitalized terms used in this Second Amendment which are defined in the Original Agreement and/or the First Amendment shall have the same meanings as defined therein, unless otherwise defined herein.
2. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Original Agreement, as amended by the First Amendment, shall remain in full force and effect.
3. Amendments and New Provisions. The parties hereby agree to amend the Original Agreement, as amended by the First Amendment, as follows:
 - A. All references to “Trigen” in the Original Agreement and First Amendment are hereby deleted and replaced with “Vicinity.”
 - B. Section 3, as amended by the First Amendment, is hereby deleted in its entirety and replaced by the following:

The term of this Agreement shall be for a period beginning on the date Vicinity commenced delivery of the Service to the City under the Original Date (the “**Operation Date**”) and ending on June 1, 2037. At least 120 days prior to the end of the initial term or each renewal term, Vicinity may offer Service to City for a ten (10) year renewal term by delivery Service and Rental Rate schedules applicable to said renewal period. This offer shall be deemed accepted and this Agreement automatically renewed at the new Service and Rental Rates unless within 90 days after receipt of such offer, City gives Vicinity written notice of non-renewal.

- C. Section 9(A), as amended by the First Amendment, is hereby deleted and replaced by the following:

As of the Effective Date of the Second Amendment, the Original Equipment is past the end of its reasonable life, and, therefore, Vicinity shall have obligation to only perform maintenance and repairs, including preventative maintenance, of said Original Equipment up to \$40,000 annually, such maintenance to include placing the Original Equipment in layup condition for emergency use only. Additional City Equipment added by the First Amendment is still subject to all other terms of Amendment One and Vicinity shall keep the Additional City Equipment added by the First Amendment in at least the condition it was in on, or as of, the Amended Operation Date, reasonable wear and tear excepted. The City shall in no event have additional future costs of capital, operation or maintenance of City Equipment under Vicinity’s operation or control. However, Vicinity shall be under no obligation to expend any sums to extend the life of any item of said Additional City Equipment added by the First Amendment beyond its expected level of performance given its age and level of historical use.”

- D. Section III of Exhibit B of the Original Agreement is hereby revised by adding the following:

At no cost to City, Vicinity install two heat exchangers as described on Exhibit F hereof which will integrate 2,400 tons of West Loop cooling with district chilled water to minimize normal use of the Original Equipment located at New Bartle Hall/Conference Center.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above:

VICINITY ENERGY MISSOURI, INC.

Name:
Title:

KANSAS CITY, MISSOURI, a Municipal Corporation of Missouri

Name:
Title:

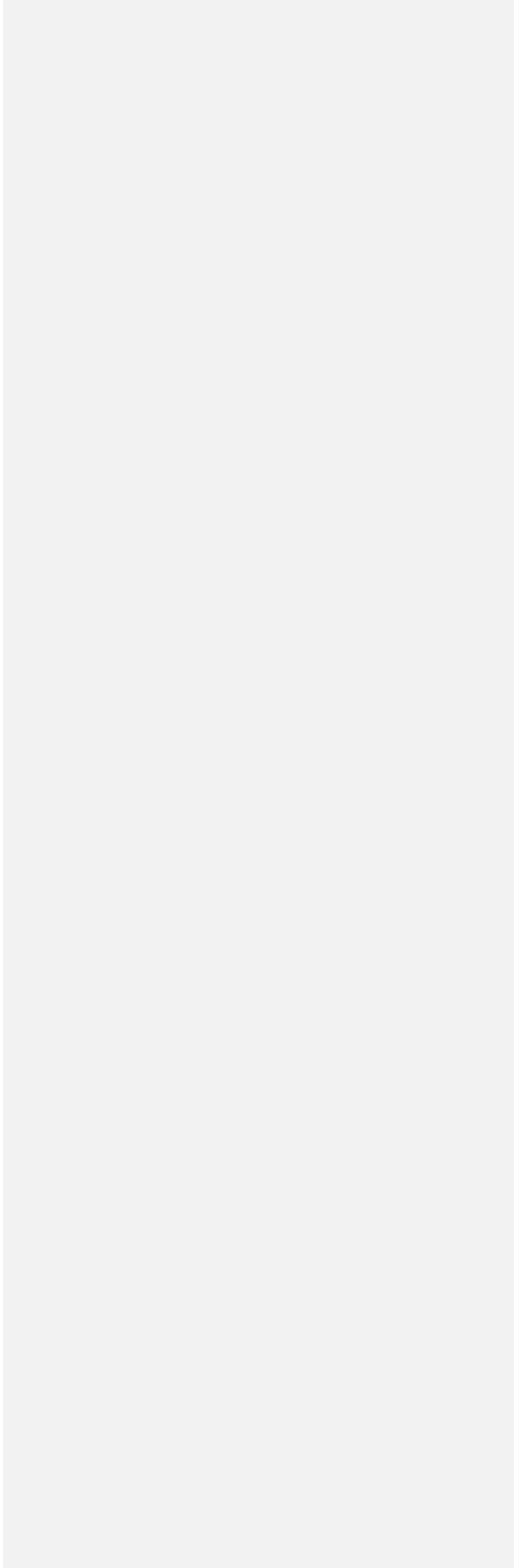


EXHIBIT F
ADDITIONAL VICINITY EQUIPMENT

- Two (2) 1200 Ton plate and frame heat exchangers and associated piping, piping specialties, controls, accessories, and housekeeping pads to achieve full operational use (Alfa-Laval Model: T35-PFG or equivalent). Equipment to serve City West Loop cooling system from Vicinity district cooling system.

Commented [L1]: Confirm: Scott said Vicinity would own the heat exchangers.



Legislation Text

File #: 210282, Version: 1

ORDINANCE NO. 210282

Amending Chapter 64, Code of Ordinances, by repealing Section 64-168, Sidewalk café permit, and Section 64-171, Street café permit, and enacting in lieu thereof the same sections of like number and subject matter to provide consistency with other Code provisions in Chapters 10 and 64 and by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

WHEREAS, in response to the declaration of a state of emergency due to the COVID-19 pandemic, on May 21, 2020, the City Council passed Committee Substitute for Ordinance No. 200376, As Amended, which enacted two new sections in Chapter 64, Code of Ordinances, entitled “Streets, Sidewalks and Public Places,” and Chapter 10, Code of Ordinances, entitled “Alcoholic Beverages,” that authorized the issuance of temporary sidewalk café, parklet and street café permits and the expansion of premises retail sales-by-drink licenses to allow certain existing public parking spaces to be used for temporary dining purposes through December 31, 2020; and

WHEREAS, in response to an extension of the state of emergency, on October 22, 2020, the City Council passed Ordinance No. 200892 which extended the temporary program until April 19, 2021; and

WHEREAS, the City Council desires that the measures passed during the state of emergency become permanent changes; NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-168, Sidewalk café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

Sec. 64-168. Sidewalk café permit.

(a) *Permit authorized.* Unless otherwise authorized under the Code of Ordinances, no person shall place tables or chairs or any other device for the sale or consumption of food or beverage upon any public sidewalk or footway without first obtaining an annual sidewalk café permit. The director is authorized to issue annual sidewalk café permits for the limited purpose of temporarily placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any public sidewalk or footway only if all of the following conditions are met:

- (1) A sidewalk café permit can only be issued for areas in the city zoned for business and for sidewalks that will allow a clear unobstructed passage not less than five feet in width following the placement of the tables and chairs.
- (2) A sidewalk café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the sidewalk and the permit shall not be issued for another business, if any, located in the same building.
- (3) A sidewalk café permit issued under this article may not be assigned.
- (4) The sidewalk café permit shall specify the location of the permit area by address.
- (5) The applicant for a sidewalk café permit obtains approval from the board of parks and recreation commissioners if the sidewalk is on a parkway or boulevard under the jurisdiction of that board.
- (6) The applicant for a sidewalk café permit meets all of the other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable and as required.
- (7) The applicant shall properly supervise and maintain the sidewalk café in a clean, orderly, and safe condition and

in such a manner as to protect the public health and safety. The applicant shall prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused by use of the sidewalk café and shall maintain its own trash containers upon the parklet for disposal of any debris. All tables, chairs, umbrellas, and any other furnishings utilized in the sidewalk café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.

(8) Sidewalk cafés shall be subject to inspection once installed and at any reasonable time deemed necessary by the director.

(b) *Status of permit.* A sidewalk café permit is a privilege and not a right, and the city shall at all times have the right to restrict the scope, time and manner of the placement of tables and chairs on the sidewalk at any time and for any reason by ordinance or regulation of the director.

(c) *Application for sidewalk café permits.*

(1) All applications for a sidewalk café permit shall be filed with the director in a form approved by the director.

(2) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish to the director an indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees.

(3) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish the city a certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:

a. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.

b. The city shall be added as an additional insured to such policy by separate endorsement.

c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

(4) Applicant shall follow design guidelines provided by the director.

(d) *Conduct of sidewalk café permit holder.* A person holding a sidewalk café permit (permittee) shall comply with all of the following conditions in connection with the placement of tables and chairs on a sidewalk:

(1) Sidewalk café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director, other city employees, and the public.

(2) No street or alley shall be blocked by tables and chairs placed pursuant to a sidewalk café permit issued under this section.

(3) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act ("ADA"). Access to sidewalk cafés, including existing parking spaces, shall be accessible to all and shall comply with ADA requirements per the 2010 US Department of Justice ADA standards and PROWAG guidelines including access up, down and within the area.

(4) Tables and chairs shall be securely placed so that they will not endanger the public, or fall or protrude into any street or alley.

(5) Tables and chairs shall not be placed in a manner that creates or causes a nuisance, a fire hazard, or interferes with ingress to or from any building.

(6) Only tables and chairs for customer use may be placed and allowed to remain within the permit area. The permit area may not be used for the storage of other items.

(7) Tables and chairs shall only be placed in front of the business holding a sidewalk café permit and shall not extend to sidewalks abutting and adjacent to other properties. Notwithstanding the foregoing, the tables and chairs may be placed in front of a property immediately abutting and immediately adjacent to the business holding the sidewalk café permit if the owner of record of the affected property consents in writing in a form approved by the director; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the sidewalk café permit by a street or alley.

(8) The tables and chairs shall not be placed in the street.

(9) Tables and chairs for customers shall be placed no less than five feet back from the front of the curb of the abutting street, or other appurtenances.

(e) *Renewal.* Sidewalk café permits shall be granted on an annual basis. All sidewalk café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section. The director may inspect the sidewalk café at any time.

(f) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating sidewalk cafes. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a sidewalk café.

(g) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The sidewalk cafe permit may also be suspended if the location of the sidewalk is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency as defined by city ordinance or need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a sidewalk café permit. The cost of removing the sidewalk café will be borne solely by the permittee. Should the permittee fail to remove the sidewalk café, the director may remove the sidewalk café and assess cost of the removal to the permittee.

(h) *Penalties.* A permittee operating a sidewalk café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance. Section 2. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-171, Street café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

Sec. 64-171. Street café permit.

(a) *Definition.* A street café is defined as an outdoor dining facility located within areas used for on-street parking which is permitted by the city to be utilized by the immediately adjacent property owner or tenant for outdoor dining as an extension of the owner's or tenant's operations.

(b) *Street café permit established.* The director of public works is authorized to issue annual street café permits for the limited purpose of placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any on-street parking spaces. The director shall have the authority to establish reasonable regulations for the issuance, use, revocation, and denial of street café permits. Upon issuance of a street café permit, permittees shall perform all obligations, duties and responsibilities as set forth by the director. Issuance of a street café permit is a privilege and not a right, and the director shall have the right to modify the scope, time and manner of the street café permit for any reason.

When the applicant for a street café permit requests a street café permit adjacent to a parkway or boulevard, the applicant must obtain approval from the board of parks and recreation commissioners. In such circumstances, any authority delegated within this section to the director of public works shall instead be delegated to the director of parks and recreation.

(c) *Permit conditions.* A street café permit may be issued only if all of the following conditions are met:

(1) A street café permit may be issued to any individual, business or organization within on-street parking areas or other unutilized spaces within the public right-of-way immediately adjacent to property owned or leased by the

individual, business or organization.

(2) A street café permit may be issued adjacent to streets or roadways which have a posted speed limit not in excess of 30 miles per hour.

(3) A street café permit can only be issued for areas in the city zoned for business and which allow a clear unobstructed passage not less than five feet in width within the street café following the placement of the tables and chairs in the street café.

(4) A street café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the business and the permit shall not be issued for another business, if any, located in the same building.

(5) A street café permit may not be located within parking spaces designated for the exclusive use of vehicles which display a distinguishing license plate or placard issued to physically disabled or handicapped persons.

(6) The applicant for a street café permit must meet all other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable. As a condition for the issuance of a street café permit, the director of neighborhoods and housing services shall attest that the permittee has met any requirements of permits which the permittee holds under chapter 10, if applicable and as required.

(d) *Application for street café permits.*

(1) All applications for a street café permit shall be filed with the director of public works in a form approved by the director. Street café permits may not be transferred or assigned. All applications for a street café permit shall include the following:

a. An indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees. The permittee shall specifically indemnify and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the city's snow removal operations.

b. A certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:

1. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.

2. The city shall be added as an additional insured to such policy by separate endorsement.

3. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

c. A design of the street café which adheres to design guidelines provided by the director of public works which shall be available to any permittee seeking to establish a street café. The applicant shall include a layout, drawn to scale, which accurately depicts the dimensions of the existing area to be utilized as a street café and adjacent private property, the proposed location of the street café, size and number of tables, chairs, steps, planters, and umbrellas, location of doorways, trees, existing parking meters, sidewalk benches, trash receptacles, light poles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch paper, suitable for reproduction. Also, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, weighted umbrellas, free-standing barriers or other objects to be used in the street café.

(e) *Conduct of street café permit holder.* Street café permittees shall comply with all of the following conditions:

- (1) Street cafés must at all times adhere the city's parklet and street café design standards which shall be provided by the director upon request.
 - (2) The permittee shall properly supervise and maintain the street café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The permittee shall prevent the accumulation, blowing, and scattering, of trash, garbage, or any other such debris caused by use of the street café and shall maintain its own trash containers upon the street café for disposal of any debris. All tables, chairs, umbrellas, and any other objects utilized in the street café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
 - (3) Street café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director of public works, other city employees, and the public.
 - (4) The permittee shall designate with signage the hours during which the street café is to be operated. At all other times, the street café shall be made available for public use.
 - (5) Permittee shall ensure the street café and its furnishings in no way interfere with pedestrian, bicycle, or automobile traffic within the sidewalk, street, or bicycle facilities including the parking of vehicles in adjacent parking spaces.
 - (6) No smoking shall be allowed in the street café. Alcohol or liquor shall not be consumed within the street café without proper licensure. The hours of outdoor liquor sales shall be allowed as authorized in chapter 10 of the Code.
 - (7) Permittee shall not erect, attach, or affix any permanent fixture upon the public right-of-way, even within the street café.
 - (8) No furnishings or any parts of the street café shall be attached, chained, or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant, or other public fixture within or near the street café.
 - (9) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m.
 - (10) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
 - (11) The permit area may not be used for the storage of any items other than seating, landscaping, signs, or lighting.
 - (12) The street café and any furnishings shall only be placed in front of the business holding a street café permit and shall not extend to public right-of-way abutting and adjacent to other properties. Notwithstanding the foregoing, the street café and its furnishings may be placed in front of a property immediately abutting and immediately adjacent to the business holding the street café permit if the owner of record of the affected property consents in writing in a form approved by the director of public works; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the street café permit by a street or alley.
- (f) *Renewal.* Street café permits shall be granted on an annual basis. All street café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section as well as the city's parklet and street café design standards. The director may inspect the street café at any time.
- (g) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating street cafes, including loss of value to the city in utilizing such spaces for no-street parking. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a street café.
- (h) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The street café permit may also be suspended if the location of the street café is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency which threatens the health and safety of city residents and visitors, or a need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a street café permit. The cost of removing the street café will be borne solely by the permittee. No advance warning is required in the case of an emergency which threatens the health and safety of city residents and visitors

or a need for access from a utility. Should the permittee fail to remove the street café, the director of public works may remove the street café and assess cost of the removal to the permittee.

(i) *Penalties.* A permittee operating a street café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance.

Section 3. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

Approved as to form and legality:

Nicole Rowlette
Assistant City Attorney

COMPARED VERSION
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 210282

Amending Chapter 64, Code of Ordinances, by repealing Section 64-168, Sidewalk café permit, and Section 64-171, Street café permit, and enacting in lieu thereof the same sections of like number and subject matter to provide consistency with other Code provisions in Chapters 10 and 64 and by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

WHEREAS, in response to the declaration of a state of emergency due to the COVID-19 pandemic, on May 21, 2020, the City Council passed Committee Substitute for Ordinance No. 200376, As Amended, which enacted two new sections in Chapter 64, Code of Ordinances, entitled “Streets, Sidewalks and Public Places,” and Chapter 10, Code of Ordinances, entitled “Alcoholic Beverages,” that authorized the issuance of temporary sidewalk café, parklet and street café permits and the expansion of premises retail sales-by-drink licenses to allow certain existing public parking spaces to be used for temporary dining purposes through December 31, 2020; and

WHEREAS, in response to an extension of the state of emergency, on October 22, 2020, the City Council passed Ordinance No. 200892 which extended the temporary program until April 19, 2021; and

WHEREAS, the City Council desires that the measures passed during the state of emergency become permanent changes; NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-168, Sidewalk café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

Sec. 64-168. Sidewalk café permit.

(a) *Permit authorized.* Unless otherwise authorized under the Code of Ordinances, no person shall place tables or chairs or any other device for the sale or consumption of food or beverage upon any public sidewalk or footway without first obtaining an annual sidewalk café permit. The director is authorized to issue annual sidewalk café permits for the limited purpose of temporarily placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any public sidewalk or footway only if all of the following conditions are met:

Formatted: List 1, Justified

Formatted: Font: Times New Roman, 12 pt

Formatted: List 2, Justified, Indent: Left: 0.5", Hanging: 0.5"

ORDINANCE NO. 210282

- (1) A sidewalk café permit can only be issued for areas in the city zoned for business and for sidewalks that will allow a clear unobstructed passage not less than five feet in width following the placement of the tables and chairs.
- (2) A sidewalk café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the sidewalk and the permit shall not be issued for another business, if any, located in the same building.
- (3) A sidewalk café permit issued under this article may not be assigned.
- (4) The sidewalk café permit shall specify the location of the permit area by address.
- (5) The applicant for a sidewalk café permit obtains approval from the board of parks and recreation commissioners if the sidewalk is on a parkway or boulevard under the jurisdiction of that board.
- (6) The applicant for a sidewalk café permit meets all of the other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable and as required.

(7) The applicant shall properly supervise and maintain the sidewalk café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The applicant shall prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused by use of the sidewalk café and shall maintain its own trash containers upon the parklet for disposal of any debris. All tables, chairs, umbrellas, and any other furnishings utilized in the sidewalk café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.

(8) Sidewalk cafés shall be subject to inspection once installed and at any reasonable

(b) *Status of permit.* A sidewalk café permit is a privilege and not a right, and the city shall at all times have the right to restrict the scope, time and manner of the placement of tables and chairs on the sidewalk at any time and for any reason by ordinance or regulation of the director.

(c) *Application for sidewalk café permits.*

- (1) All applications for a sidewalk café permit shall be filed with the director in a form approved by the director.

Formatted: Font: Times New Roman, 12 pt

ORDINANCE NO. 210282

- (2) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish to the director an indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees.
- (3) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish the city a certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
 - a. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
 - b. The city shall be added as an additional insured to such policy by separate endorsement.
 - c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

(4) Applicant shall follow design guidelines provided by the director.

(d) *Conduct of sidewalk café permit holder.* A person holding a sidewalk café permit (permittee) shall comply with all of the following conditions in connection with the placement of tables and chairs on a sidewalk:

ORDINANCE NO. 210282

- (1) Sidewalk café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director, other city employees, and the public.
- (2) No street or alley shall be blocked by tables and chairs placed pursuant to a sidewalk café permit issued under this section.
- (3) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act (“ADA”). Access to sidewalk cafés, including existing parking spaces, shall be accessible to all and shall comply with ADA requirements per the 2010 US Department of Justice ADA standards and PROWAG guidelines including access up, down and within the area.
- (4) Tables and chairs shall be securely placed so that they will not endanger the public, or fall or protrude into any street or alley.
- (5) Tables and chairs shall not be placed in a manner that creates or causes a nuisance, a fire hazard, or interferes with ingress to or from any building.
- (6) Only tables and chairs for customer use may be placed and allowed to remain within the permit area. The permit area may not be used for the storage of other items.
- (7) Tables and chairs shall only be placed in front of the business holding a sidewalk café permit and shall not extend to sidewalks abutting and adjacent to other properties. Notwithstanding the foregoing, the tables and chairs may be placed in front of a property immediately abutting and immediately adjacent to the business holding the sidewalk café permit if the owner of record of the affected property consents in writing in a form approved by the director; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the sidewalk café permit by a street or alley.
- (8) The tables and chairs shall not be placed in the street.
- (9) Tables and chairs for customers shall be placed no less than five feet back from the front of the curb of the abutting street, or other appurtenances.

(e) *Renewal.* Sidewalk café permits shall be granted on an annual basis. All sidewalk café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section. The director may inspect the sidewalk café at any time.

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

ORDINANCE NO. 210282

(f) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating sidewalk cafes. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a sidewalk café.

(g) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The sidewalk cafe permit may also be suspended if the location of the sidewalk is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency as defined by city ordinance or need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a sidewalk café permit. The cost of removing the sidewalk café will be borne solely by the permittee. Should the permittee fail to remove the sidewalk café, the director may remove the sidewalk café and assess cost of the removal to the permittee.

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

(h) *Penalties.* A permittee operating a sidewalk café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance.

Section 2. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing 64-171, Street café permit, and enacting in lieu thereof one new section of like number and subject, to read as follows:

Sec. 64-171. Street café permit.

(a) *Definition.* A street café is defined as an outdoor dining facility located within areas used for on-street parking which is permitted by the city to be utilized by the immediately adjacent property owner or tenant for outdoor dining as an extension of the owner's or tenant's operations.

(b) *Street café permit established.* The director of public works is authorized to issue annual street café permits for the limited purpose of placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any on-street parking spaces. The director shall have the authority to establish reasonable regulations for the issuance, use, revocation, and denial of street café permits. Upon issuance of a street café permit, permittees shall perform all obligations, duties and responsibilities as set forth by the director. Issuance of a street café permit is a privilege and not a right, and the director shall have the right to modify the scope, time and manner of the street café permit for any reason.

Formatted: Font: Italic

When the applicant for a street café permit requests a street café permit adjacent to a parkway or boulevard, the applicant must obtain approval from the board of parks and recreation commissioners. In such circumstances, any authority delegated within this

ORDINANCE NO. 210282

section to the director of public works shall instead be delegated to the director of parks and recreation.

(c) *Permit conditions.* A street café permit may be issued only if all of the following conditions are met:

- (1) A street café permit may be issued to any individual, business or organization within on-street parking areas or other unutilized spaces within the public right-of-way immediately adjacent to property owned or leased by the individual, business or organization.
- (2) A street café permit may be issued adjacent to streets or roadways which have a posted speed limit not in excess of 30 miles per hour.
- (3) A street café permit can only be issued for areas in the city zoned for business and which allow a clear unobstructed passage not less than five feet in width within the street café following the placement of the tables and chairs in the street café.
- (4) A street café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the business and the permit shall not be issued for another business, if any, located in the same building.
- (5) A street café permit may not be located within parking spaces designated for the exclusive use of vehicles which display a distinguishing license plate or placard issued to physically disabled or handicapped persons. ▲
- (6) The applicant for a street café permit must meet all other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable. As a condition for the issuance of a street café permit, the director of neighborhoods and housing services shall attest that the permittee has met any requirements of permits which the permittee holds under chapter 10, if applicable and as required.

Formatted: Font: 12 pt

(d) *Application for street café permits.*

- (1) All applications for a street café permit shall be filed with the director of public works in a form approved by the director. Street café permits may not be transferred or assigned. All applications for a street café permit shall include the following:
 - a. An indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the

ORDINANCE NO. 210282

city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees. The permittee shall specifically indemnify and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the city's snow removal operations.

- b. A certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
1. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
 2. The city shall be added as an additional insured to such policy by separate endorsement.
 3. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

- c. A design of the street café which adheres to design guidelines provided by the director of public works which shall be available to any permittee seeking to establish a street café. The applicant shall include a layout, drawn to scale, which accurately depicts the dimensions of the existing area to be utilized as a street café and adjacent private property, the proposed location of the street café,

ORDINANCE NO. 210282

size and number of tables, chairs, steps, planters, and umbrellas, location of doorways, trees, existing parking meters, sidewalk benches, trash receptacles, light poles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch paper, suitable for reproduction. Also, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, weighted umbrellas, free-standing barriers or other objects to be used in the street café.

(e) *Conduct of street café permit holder.* Street café permittees shall comply with all of the following conditions:

- (1) Street cafés must at all times adhere the city's parklet and street café design standards which shall be provided by the director upon request.
- (2) The permittee shall properly supervise and maintain the street café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The permittee shall prevent the accumulation, blowing, and scattering, of trash, garbage, or any other such debris caused by use of the street café and shall maintain its own trash containers upon the street café for disposal of any debris. All tables, chairs, umbrellas, and any other objects utilized in the street café shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
- (3) Street café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director of public works, other city employees, and the public.
- (4) The permittee shall designate with signage the hours during which the street café is to be operated. At all other times, the street café shall be made available for public use.
- (5) Permittee shall ensure the street café and its furnishings in no way interfere with pedestrian, bicycle, or automobile traffic within the sidewalk, street, or bicycle facilities including the parking of vehicles in adjacent parking spaces.
- (6) No smoking shall be allowed in the street café. Alcohol or liquor shall not be consumed within the street café without proper licensure. The hours of outdoor liquor sales shall be allowed as authorized in chapter 10 of the Code.
- (7) Permittee shall not erect, attach, or affix any permanent fixture upon the public right-of-way, even within the street café.

ORDINANCE NO. 210282

- (8) No furnishings or any parts of the street café shall be attached, chained, or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant, or other public fixture within or near the street café.
- (9) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m.
- (10) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
- (11) The permit area may not be used for the storage of any items other than seating, landscaping, signs, or lighting.
- (12) The street café and any furnishings shall only be placed in front of the business holding a street café permit and shall not extend to public right-of-way abutting and adjacent to other properties. Notwithstanding the foregoing, the street café and its furnishings may be placed in front of a property immediately abutting and immediately adjacent to the business holding the street café permit if the owner of record of the affected property consents in writing in a form approved by the director of public works; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the street café permit by a street or alley.

(f) *Renewal.* Street café permits shall be granted on an annual basis. All street café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section as well as the city's parklet and street café design standards. The director may inspect the street café at any time.

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

(g) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating street cafes, including loss of value to the city in utilizing such spaces for no-street parking. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a street café.

(h) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The street café permit may also be suspended if the location of the street café is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency which threatens the health and safety of city residents and visitors, or a need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a street café permit. The cost of

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

ORDINANCE NO. 210282

removing the street café will be borne solely by the permittee. No advance warning is required in the case of an emergency which threatens the health and safety of city residents and visitors or a need for access from a utility. Should the permittee fail to remove the street café, the director of public works may remove the street café and assess cost of the removal to the permittee.

(i) *Penalties.* A permittee operating a street café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of non-compliance.

Section 3. That Chapter 64, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing Section 64-172, Temporary permits for sidewalk cafés, parklets and street cafés.

Approved as to form and legality:

Nicole Rowlette
Assistant City Attorney



Legislation Text

File #: 210581, Version: 1

RESOLUTION NO. 210581

Directing the City Manager to review Kansas City's current policies related to inspection of building structures owned or leased by the City, engaging with stakeholders who can provide recommendations on appropriate safety protocols to ensure the structures are safe for occupancy on a regular basis and report back to the City Council within 90 days.

WHEREAS, the tragic collapse of a condominium and loss of life in Surfside, Florida on June 24, 2021, brought to the forefront the need for buildings owned or leased by Kansas City to be inspected for structural integrity; and

WHEREAS, third party structural integrity reports on City owned or leased structures above a certain height may be deemed appropriate and necessary as determined by the City Manager's review; and

WHEREAS, the Council of Kansas City desires the City Manager conduct a review of Kansas City's current polices related to buildings owned or leased by the City to ensure the safety of all individuals who occupy or visit those buildings at any hour of the day or night; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

The City Manager is directed to review Kansas City's current policies related to inspection of building structures owned or leased by the City and to report back to City Council within 90 days with recommendations on appropriate safety protocols to ensure the structures are safe for occupancy on a regular basis, and to identify a funding mechanism to pay for any recommended action.
