

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT/CONTRACT NOS. 81001020/1707
BLUE RIVER ODOR CONTROL PHASE III
WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and _____ [Note: Enter the type of business entity following the name of the Design Professional. Use one of the following examples: Missouri Corporation; Foreign Corporation; Fictitious Name Registration; Sole Proprietor; Limited Liability Company; Partnership; Joint Venture; Other (Specify)] (“Design Professional”). City and Design Professional agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose: The Blue River Odor Control Phase III Project is to identify where hydrogen sulfide (H₂S) and other odorous compounds collect within the system causing air quality issues and increased degradation rates for collection system infrastructure to determine if solutions to these issues exist prior to employing the full battery of odor control mitigation measures. The Basic Scope of Services consists of professional engineering services to provide sampling for and design of odor control and associated improvement for the entire collection system (described in further detail in Exhibit B).

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

- A. Design Professional shall perform the 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.

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

- a. 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:
_____.
- 3. 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.

4. 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 of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of 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. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
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
- D. No request for payment will be processed unless the request is in proper form, 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.
 - E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Rights and Equal Opportunity (CREO KC) Department.

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

City:

Water Services Department
Wes Minder, Director
4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0504 Facsimile: (816) 513-0185
E-mail address: Wes.Minder@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.

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. 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.
- C. Provide standard City forms as required.
- D. 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 Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position
Classifications

Attachment D – City-Licensed Geographical Information System Data

Attachment E – CREO KC Forms

CREO KC Form 08 Contractor Utilization Plan/Request for Waiver

CREO KC Form 10 Timetable for MBE/WBE Utilization

CREO KC Form 11 Request for Modification or Substitution

CREO KC Form 00450.01 Letter of Intent to Subcontract

CREO KC Form 01290.14 Contractor Affidavit for Final Payment

CREO KC Form 01290.15 Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Attachment H – Non-Construction Application for Payment

Attachment I – CREO 14 Affirmative Action Program Affidavit

Attachment J – CREO Contract Assurances Addendum

Sec. 10. Documents Incorporated by Reference. The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

A. Manhole Rehabilitation Citywide – H2S Protection Effort

B. Preliminary List of Sample Locations

Sec. 11. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on **Attachment G**, “Non-Construction Subcontractors Listing”.

Sec. 12. 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. 13. 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 Civil Rights and Equal Opportunity (CREO KC) Department, 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. 14. 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. 15. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Title: _____

Approved as to form:

Assistant City Attorney

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

Director of Finance

Date

ATTACHMENT A

SCOPE OF SERVICES
(see Exhibit B)

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. Contract Information Management System - Project Web Requirements

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.
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 appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
 - 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.

C. 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.

D. 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 user’s 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).

E. 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

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) KC 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

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

GIS Manager
Water.GIS@kcmo.org

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.

For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.

ATTACHMENT C

**ENGINEERING 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.

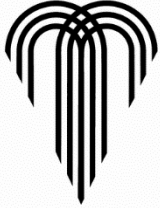
Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

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

ATTACHMENT E

CREO KC DOCUMENTS

1. 00450 CREO KC 08 Contractor Utilization Plan & Request for Waiver
2. 00450.01 CREO KC Letter of Intent to Subcontract
3. 00460 CREO KC Form 10 Timetable for MBE/WBE Utilization
4. 00470 CREO KC Form 11 Request for Modification or Substitution
5. 01290.14 CREO KC Contractor Affidavit for Final Payment
6. 01290.15 CREO KC 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 target goals are _____% MBE and _____% WBE.
3. 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

| **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ _____

4. 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*)

| Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____



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

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

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

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

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 CREO KC 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 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 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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 (select 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: _____





REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to CREO KC 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 CREO KC 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 (1) 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 is 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 \$300,000.00. 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)

 (Title)

 (Print Name)

 (Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

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 81001020
Contract Number 1707
Project Title Blue River Odor Control Phase III

Final Payment

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

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 Final 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: _____

ATTACHMENT I

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

(required for any contractor with 50 or more employees and a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

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 [*enter business entity name*] has an affirmative action program (the “Program”) in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri (“City”) as required by Chapter 3 of the City’s Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City’s Code of Ordinances.

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 J

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

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

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3
Rev. 3.22.2023



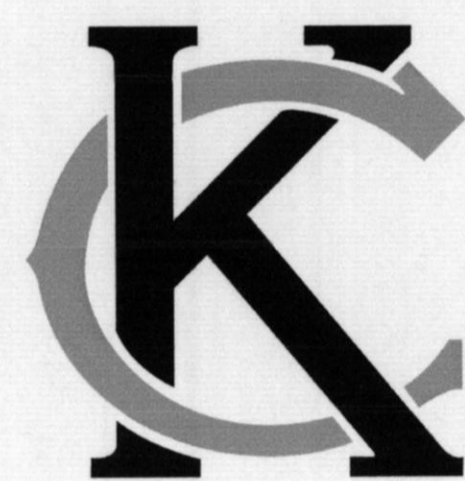
Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

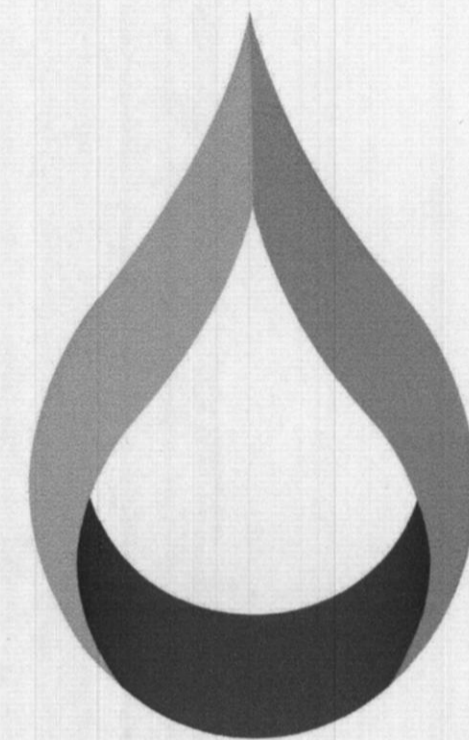
Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.



MANHOLE REHABILITATION CITYWIDE - H2S PROTECTION EFFORT KANSAS CITY, JACKSON, PLATTE, CLAY COUNTIES, MISSOURI



CONTRACT NO. 1173 PROJECT NO. 81000601



KCWATER SERVICES

ENGINEERING
4800 E. 63RD STREET
KANSAS CITY, MISSOURI 64130

UTILITY CONTACTS

TIME WARNER CABLE.....816-743-2482
 K.C.P. & L. COMPANY.....816-654-1233
 MISSOURI GAS ENERGY.....816-472-3464
 AT&T TELEPHONE COMPANY.....1-800-252-1133
 PUBLIC WORKS DEPARTMENT
 TRANSPORTATION.....816-513-9300
 (AFTER HOURS).....816-804-8093
 UTILITY LOCATION MARKING.....1-800-DIG-RITE
 WATER SERVICES DEPARTMENT
 DISPATCH.....816-513-0209
 (AFTER HOURS).....816-513-8417
 FACILITIES ENGINEERING.....816-513-0364
 SYSTEMS ENGINEERING.....816-513-0291
 SPRINT.....1-800-521-0579
 SUREWEST/EVEREST.....1-800-368-3341

EMERGENCY UTILITY NUMBERS

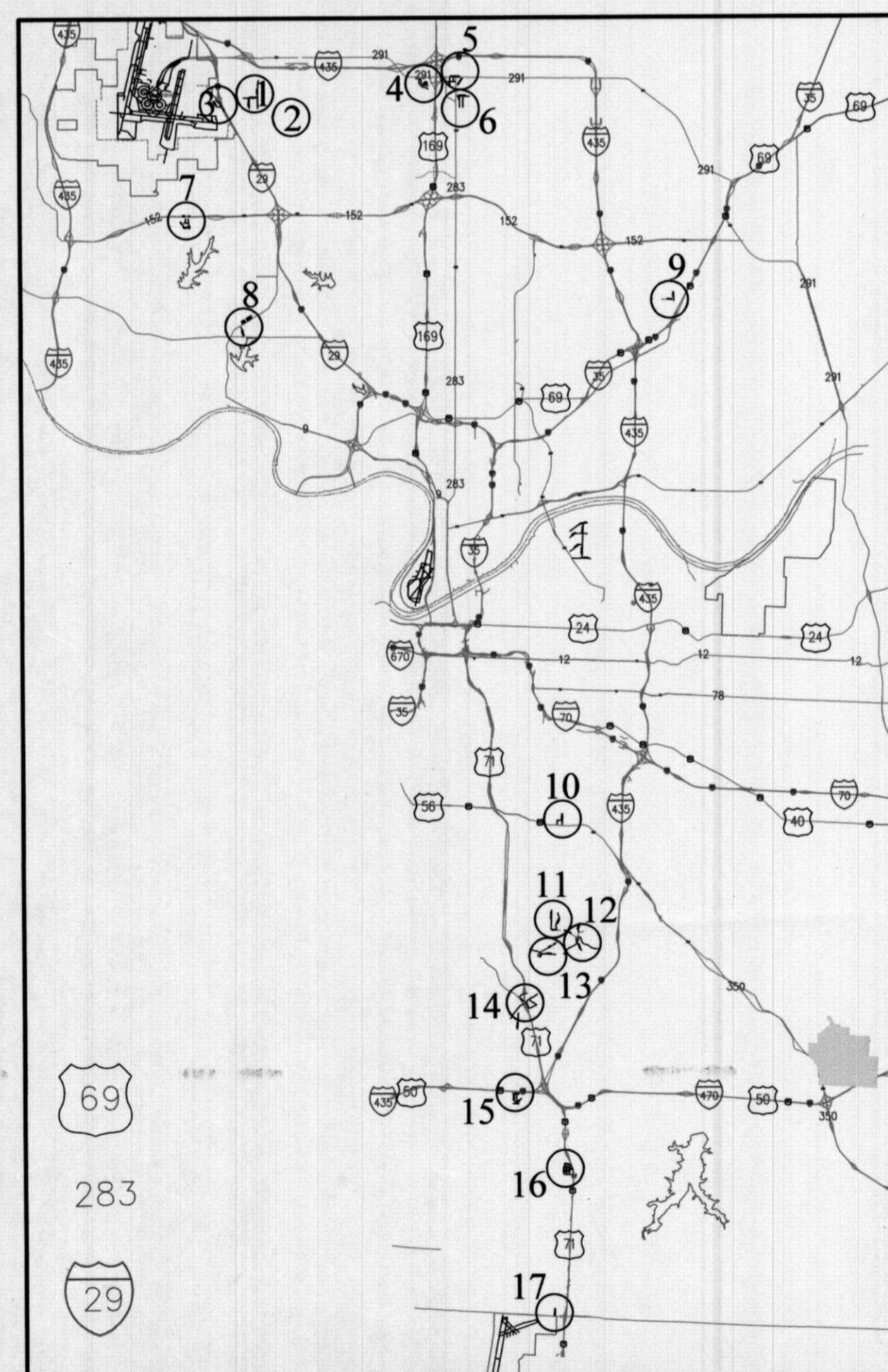
TIME WARNER CABLE.....913-643-1914
 K.C.P. & L. COMPANY.....913-681-7304
 MISSOURI GAS ENERGY(AFTER HOURS)....1-800-582-0000
 AT&T TELEPHONE COMPANY.....1-800-252-1133
 SBC.....816-325-6527



1 - 800 - 344 - 7483
 1 - 800 - (DIG-RITE)
 (811)

DRAWING INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES, AND TABLES.
3	PLAN FOR LOCATIONS 1 THROUGH 6
4	PLAN FOR LOCATIONS 7 THROUGH 12
5	PLAN FOR LOCATIONS 13 THROUGH 17



○ DENOTES AREA OF WORK

LOCATION MAP
NOT TO SCALE

APPROVED: *Brian L Schroeder* 2-6-2019
 D. MATT BOND, P.E., CHIEF ENGINEERING OFFICER
 FOR TERRY LEEDS, DIRECTOR, WATER SERVICES DEPARTMENT

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

PROFESSIONAL ENGINEER SEAL		KANSAS CITY, MISSOURI, WATER SERVICES DEPARTMENT			
		MANHOLE REHABILITATION CITYWIDE - H2S PROTECTION EFFORT KANSAS CITY, JACKSON, PLATTE, CLAY, COUNTY, MISSOURI			
		COVER SHEET			
		MAP NO. N-190	RANGE 34	TWP 52	SEC 25
		MAP NO. N-189	RANGE 33	TWP 52	SEC 30
DRAWN BY J. YANES		CHECKED BY A. IVANESCU	MAP NO. N-191	RANGE 34	TWP 52 SEC 36
		CONTRACTOR		DATE COMPLETED	
CONTRACT NO. 1173	CONTRACT DATE 9/10/2018	DATE	WORK ORDER NO.	DRAWING NO. 1144.12	
PROJECT NO. 81000601		SHEET 1 OF 5			

TABLE A: MANHOLE REHABILITATION SCHEDULE

MH	Location #	Manhole Id.	Surface Type	MH Dia (inch)	Top Elevation	Invert Elevation	Depth (VF)	Replace Frame & Cover (Paved or sidewalk)	Replace Frame & Cover (Un-paved)	Linear Rehabilitation w/box	Linear Rehabilitation	Install Pipe End Seal Liner (MH Pipes S16")
1	1	N201-023	paved	48	249.32	232.11	17.21	Yes			Yes	
2	1	N190-021	unpaved	48	254.45	240.95	13.5		Yes	Yes		
3	1	N190-022	unpaved	48	262.38	253.5	8.88		Yes	Yes		Yes 1 - 8"
4	1	N190-023	unpaved	48	277.17	265.62	11.55		Yes	Yes		
5	1	N190-024	unpaved	48	282.46	268.51	13.95		Yes	Yes		
6	2	N189-006	unpaved	48	239.00	226.40	12.6		Yes	Yes		
7	2	N189-007	unpaved	48	246.5	228.12	18.38		Yes	Yes		
8	2	N189-008	unpaved	48	243.00	229.05	13.95		Yes	Yes		
9	2	N189-009	unpaved	48	252.00	233.61	18.39		Yes	Yes		
10	2	N189-047	paved	48	252.00	234.50	17.5	Yes			Yes	
11	3	N191-033	unpaved	48	276.86	272.39	4.47		Yes	Yes		Yes 1 - 8"
12	3	N191-034	unpaved	48	290.40	275.77	14.63		Yes	Yes		
13	3	N191-035	paved	48	300.38	283.24	17.14	Yes			Yes	
14	3	N191-036	unpaved	48	298.39	286.29	12.1		Yes	Yes		
15	3	N191-037	unpaved	48	298.19	289.09	9.1		Yes	Yes		
16	4	N205-038	unpaved	48	285.00	273.42	11.58		Yes	Yes		
17	4	N205-047	unpaved	48	289.22	276.29	12.93		Yes	Yes		
18	4	N205-048	unpaved	48	298.40	285.44	12.96		Yes	Yes		
19	4	N205-049	unpaved	48	306.65	294.18	12.47		Yes	Yes		
20	4	N205-050	unpaved	48	314.90	298.70	16.2		Yes	Yes		
21	5	N206-296	unpaved	48	322.00	310.10	11.9		Yes	Yes		
22	5	N206-297	unpaved	48	320.00	306.90	13.1		Yes	Yes		
23	5	N206-298	unpaved	48	302.60	288.50	14.1		Yes	Yes		
24	5	N206-299	unpaved	48	294.40	279.80	14.6		Yes	Yes		
25	5	N206-300	unpaved	48	285.74	270.50	15.24		Yes	Yes		
26	6	N185-019	paved	48	324.88	316.06	8.82	Yes			Yes	
27	6	N185-018	paved	48	319.44	307.31	12.13	Yes			Yes	
28	6	N185-009	unpaved	48	301.56	289.84	11.72		Yes	Yes		
29	6	N206-103	paved	48	296.84	288.62	10.22	Yes			Yes	Yes 1 - 8"
30	6	N206-102	paved	48	295.19	285.40	9.79	Yes			Yes	Yes 1 - 8"
31	7	N127-141	unpaved	48	295.40	282.10	13.3		Yes	Yes		
32	7	N127-140	unpaved	48	296.61	275.92	20.69		Yes	Yes		
33	7	N127-090	paved	48	293.98	274.5	19.48	Yes			Yes	
34	7	N127-088	paved	48	276.91	269.41	7.5	Yes			Yes	
35	7	N127-087	paved	48	275.59	266.04	9.55	Yes			Yes	
36	8	N093-088	unpaved	48	985.00	977.59	7.41		Yes	Yes		
37	8	N093-089	paved	48	971.00	964.80	6.2	Yes			Yes	
38	8	N093-090	unpaved	48	966.00	957.18	8.82		Yes	Yes		
39	8	N093-091	unpaved	48	938.00	925.00	13		Yes	Yes		
40	8	N093-092	unpaved	48	186.70	178.56	8.14		Yes	Yes		
41	8	N093-093	unpaved	48	888.50	884.16	4.34		Yes	Yes		
42	8	N093-094	unpaved	48	890.00	881.39	8.61		Yes	Yes		
43	9	N107-010	paved	48	118.00	108.97	9.03	Yes			Yes	
44	9	N108-036	unpaved	48	840.69	828.07	12.62		Yes	Yes		
45	9	N108-035	unpaved	48	844.75	825.46	19.29		Yes	Yes		
46	9	N108-034	unpaved	48			12		Yes	Yes		
47	9	N108-033	unpaved	48	820.22	796.82	23.4		Yes	Yes		Yes 1 - 10"
48	10	S082-011	paved	48	764.11	754.73	9.38	Yes			Yes	
49	10	S082-048	paved	48	769.64	753.62	16.02	Yes			Yes	
50	10	S082-049	unpaved	48			12		Yes	Yes		
51	10	S082-074	unpaved	48	765.96	751.28	14.68		Yes	Yes		
52	11	S121-005	unpaved	48	778.11	771.00	7.11		Yes	Yes		
53	11	S121-019	unpaved	48	781.65	768.86	12.79		Yes	Yes		
54	11	S121-020	unpaved	48	774.66	768.87	5.79		Yes	Yes		
55	11	S121-021	unpaved	48	785.86	768.76	17.1		Yes	Yes		
56	12	S121-089	unpaved	48	785.20	776.23	8.97		Yes	Yes		
57	12	S121-078	paved	48	47.70	21.54	26.16	Yes			Yes	
58	12	S121-079	unpaved	48	63.50	21.49	42.01		Yes	Yes		
59	12	S121-080	paved	48	62.90	21.26	41.64	Yes			Yes	
60	12	S121-081	unpaved	48	63.40	20.82	42.58		Yes	Yes		
61	13	S129-019	unpaved	48	67.87	54.5	13.37		Yes	Yes		
62	13	S130-015	unpaved	48	786	774.6	11.4		Yes	Yes		
63	13	S121-002	paved	48	74.80	65.25	9.55	Yes			Yes	
64	13	S121-003	unpaved	48	73.43	64.86	8.57		Yes	Yes		
65	13	S121-807	unpaved	48	70.50	62.75	7.75		Yes	Yes		
66	14	S129-166	paved	48	70.50	61.93	8.57	Yes			Yes	
67	14	S129-007	unpaved	48	71.00	61.37	9.63		Yes	Yes		
68	14	S129-008	unpaved	48	793.7	783.47	10.23		Yes	Yes		
69	14	S129-009	unpaved	48	791.89	782.79	9.1		Yes	Yes		
70	14	S129-010	unpaved	48	791.18	782.56	8.62		Yes	Yes		
71	14	S129-011	unpaved	48	790.29	782.27	8.02		Yes	Yes		
72	15	S170-082	paved	48	234.74	226.80	7.94	Yes			Yes	Yes 1 - 8"
73	15	S170-083	unpaved	48	225.40	217.84	7.56		Yes	Yes		
74	15	S170-084	paved	48	208.20	200.20	8.00	Yes			Yes	
75	15	S170-085	paved	48	195.27	189.52	5.75	Yes			Yes	
76	15	S170-086	unpaved	48	186.48	180.53	5.95		Yes	Yes		Yes 1 - 8"
77	16	S193-058	paved	48	312.11	305.13	6.98	Yes			Yes	
78	16	S193-057	unpaved	48	317.72	303.70	14.02		Yes	Yes		
79	16	S193-056	paved	48	319.35	302.37	16.98	Yes			Yes	
80	16	S193-055	paved	48	320.73	301.36	19.37	Yes			Yes	Yes 1 - 8"
81	17	S226-027	unpaved	48	1000.17	988.8	11.37		Yes	Yes		
82	17	S226-026	unpaved	48	1002.08	994.63	17.45		Yes	Yes		
83	17	S226-025	unpaved	48	994.46	980.58	13.88		Yes	Yes		
84	17	S226-024	unpaved	48	988.45	978.64	9.81		Yes	Yes		
85	17	S226-023	unpaved	48	974.58	966.63	7.95		Yes	Yes		Yes 1 - 8"
TOTAL VERTICAL FEET OF MANHOLE REHABILITATION = 1,108.54												

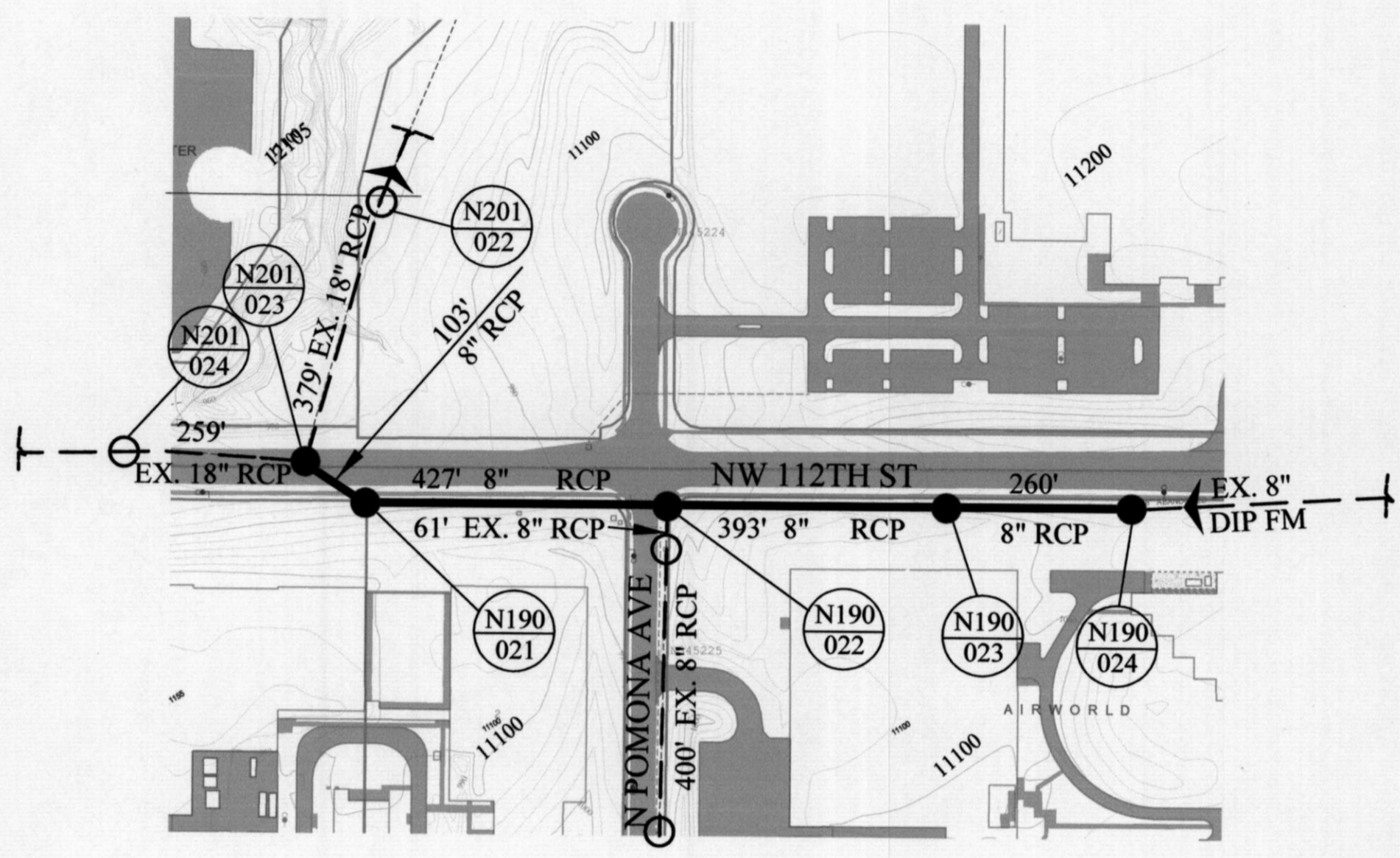
NOTES

- CONTRACTOR SHALL TEST ALL MANHOLES ACCORDING TO SPECIFICATION 2702 - SEWER PIPE AND MANHOLE TESTING.
- IF MANHOLE IS DAMAGED WHILE INSERTING LINER MATERIAL, CONTRACTOR SHALL REBUILD MANHOLE ACCORDING TO SPECIFICATION 3370 - SEWER MANHOLE CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY. COST SHALL BE INCLUDED IN THE LUMP SUM BID.
- CONTRACTOR SHALL PROVIDE NORTHING AND EASTING FOR EACH MANHOLE, INVERT ELEVATIONS, AND CORRECTED MANHOLE DEPTH AFTER REHABILITATION HAS BEEN COMPLETED.
- WHERE NO TOP AND INVERTED ELEVATIONS ARE AVAILABLE, THE DEPTH IS ESTIMATED AT 12'.

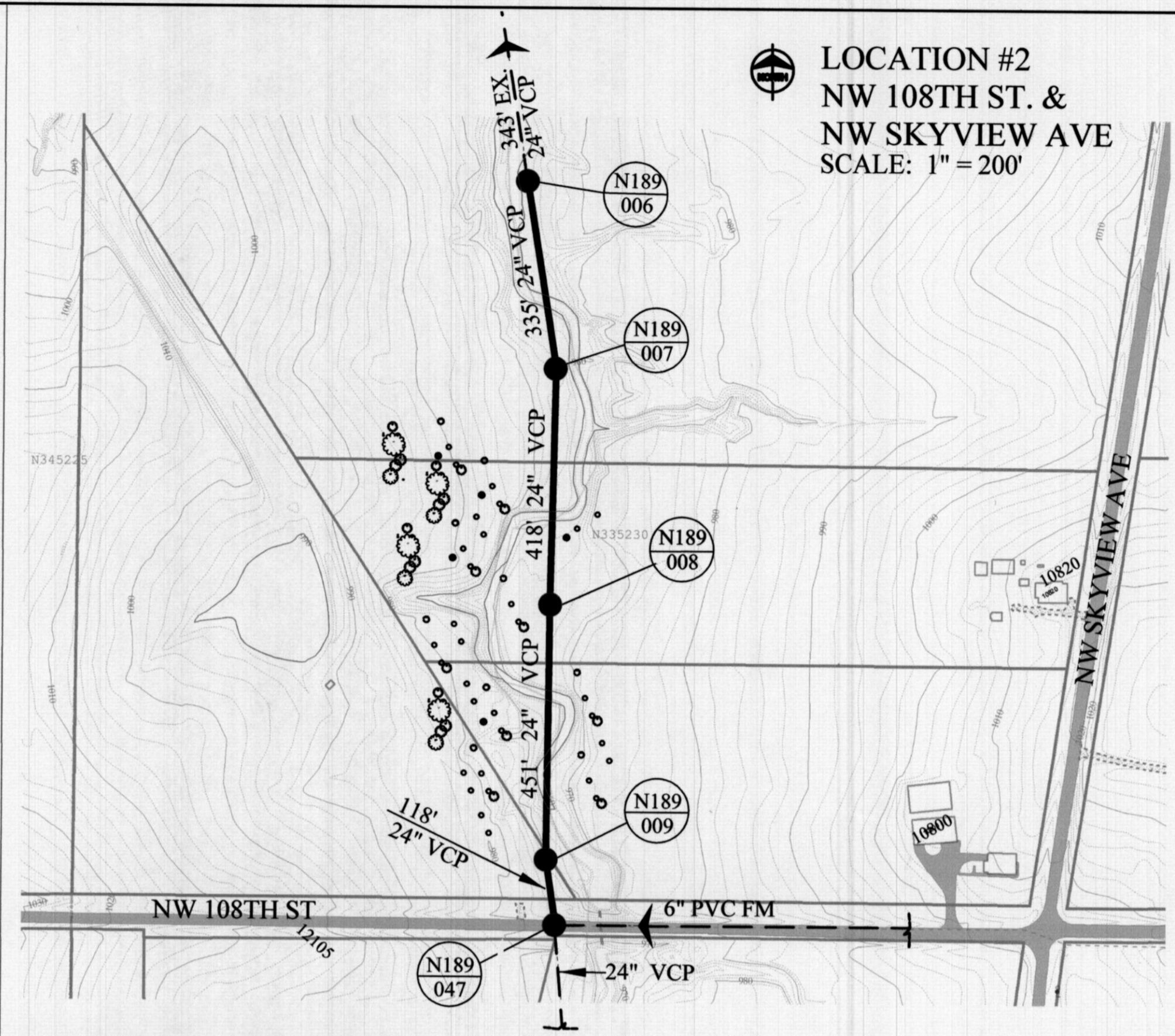
Table B: Sewer Line Rehabilitation (Measurements are Approximate)

Location #	Upstream MH	Downstream MH	Pipe Dia (inch)	Existing Pipe Material	Pipe Length (feet)	(CIPP) Minimum Thickness, Flexural Modulus E=400,000 PSI (inch)	(mm)
1	N190-024	N190-023	8	RCP	260	0.30	7.5
	N190-023	N190-022	8	RCP	393	0.30	7.5
	N190-022	N190-021	8	RCP	427	0.30	7.5
	N190-021	N201-023	8	RCP	103	0.30	7.5
2	N189-047	N189-009	24	VCP	118	0.71	18.0
	N189-009	N189-008	24	VCP	451	0.71	18.0
	N189-008	N189-007	24	VCP	418	0.71	18.0
	N189-007	N189-006	24	VCP	335	0.71	18.0
3	N191-037	N191-036	8	VCP	267	0.30	7.5
	N191-036	N191-035	8	VCP	269	0.30	7.5
	N191-035	N191-034	8	VCP	367	0.30	7.5
	N191-034	N191-033	8	VCP	310	0.30	7.5
6	N206-103	N206-102	8	VCP	296	0.30	7.5
8	N093-088	N093-089	12	VCP	202	0.47	12
	N093-089	N093-090	12	VCP	70	0.47	12
	N093-090	N093-091	12	VCP	202	0.47	12
	N093-091	N093-092	12	VCP	100	0.47	12
	N093-092	N093-093	12	VCP	223	0.47	12
	N093-093	N093-094	14	CIP	369	0.47	12
9	N107-010	N108-036	15	VCP	232	0.47	12
	N108-036	N108-035	15	VCP	291	0.47	12
	N108-035	N108-034	15	VCP	314	0.47	12
	N108-034	N108-033	15	VCP	261	0.47	12
10	S082-011	S082-048	72	VCP	491	2.01	51
	S082-048	S082-049	72	VCP	700	2.01	51
	S082-049	S082-074	72	VCP	468	2.01	51
11	S121-005	S121-019	54	RCP	738	1.00	25.5
	S121-019	S121-020	54	RCP	579	1.00	25.5
	S121-020	S121-021	54	RCP	650	1.00	25.5
12	S121-078	S121-079	42	RCP	375	0.83	21.0
	S121-079	S121-080	42	RCP	587	0.83	21.0
	S121-080	S121-081	42	RCP	650	0.83	21.0
	S129-019	S130-015	42	UK	518	0.83	21.0
13	S130-015	S121-002	42	RCP	627	0.83	21.0
	S121-002	S121-003	42	RCP	544	0.83	21.0
	S121-003	S121-007	42	RCP	44	0.83	21.0
	S129-166	S129-007	42	RCP	640	0.83	21.0
	S129-007	S129-008	42	RCP	340	0.83	21.0
	S129-008	S129-009	42	RCP	538	0.83	21.0
	S129-009	S129-010	42	RCP	597	0.83	21.0
	S129-010	S12					

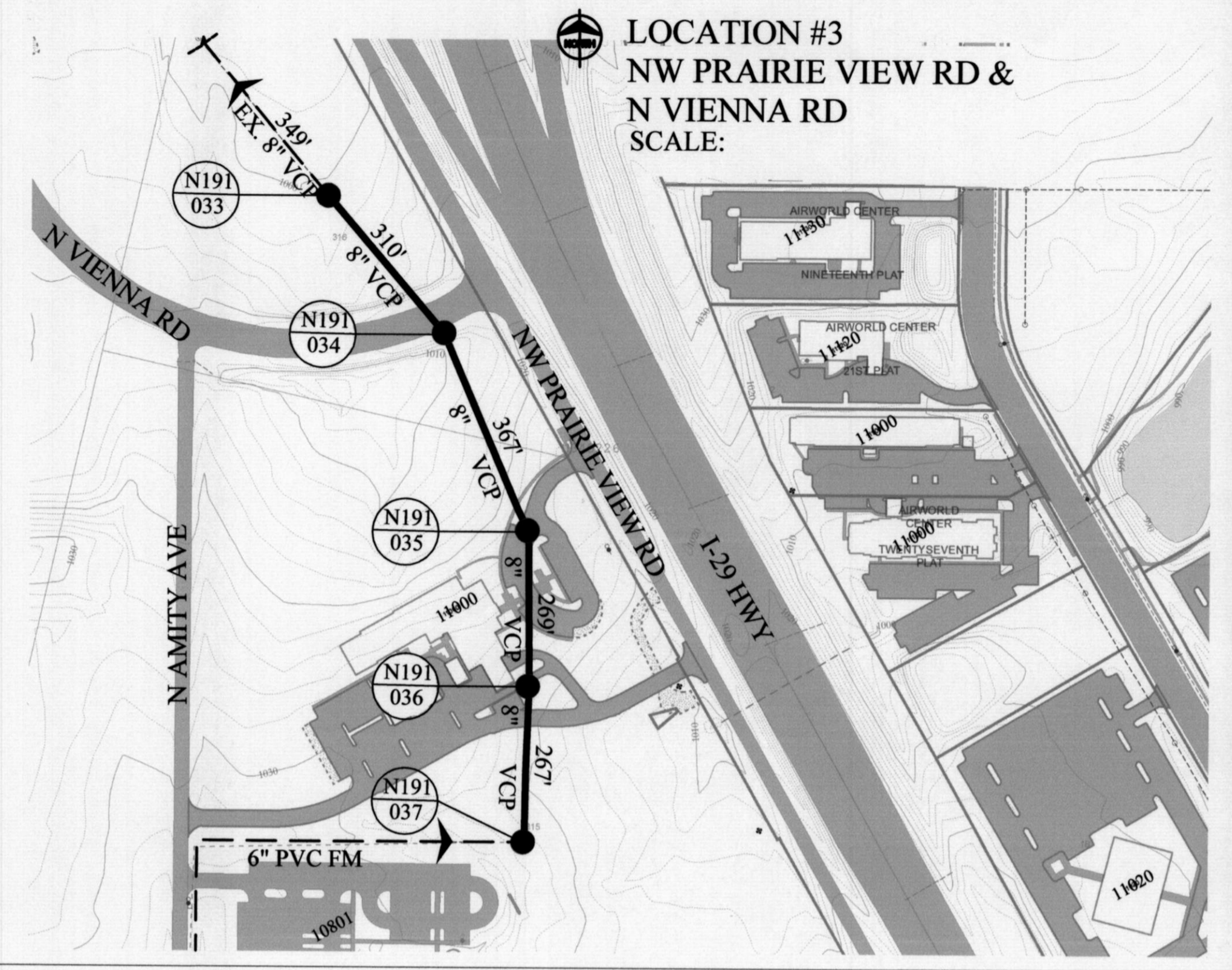
LOCATION #1
NW 112TH ST. & N POMONA AVE
SCALE: 1" = 200'



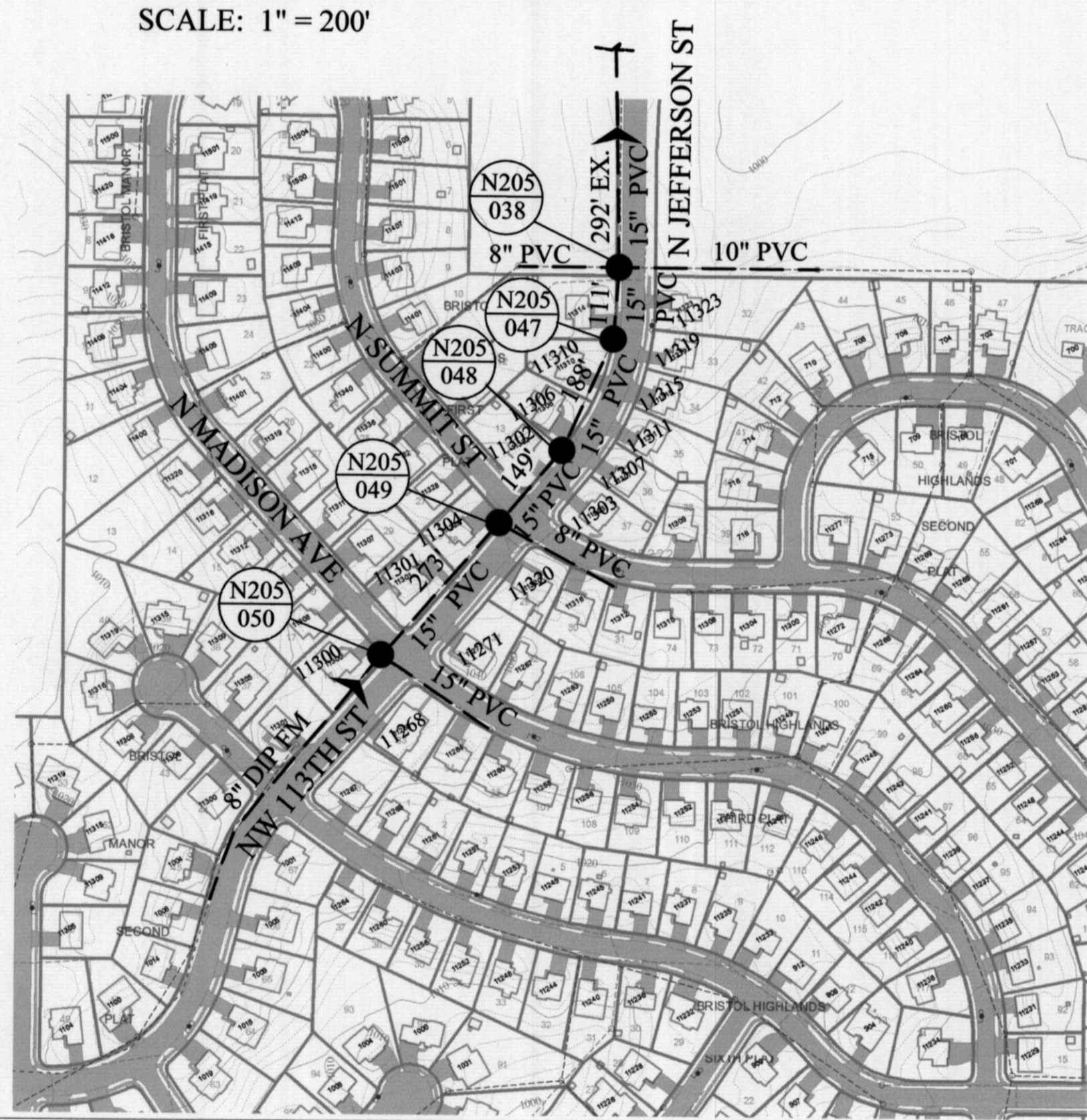
LOCATION #2
NW 108TH ST. &
NW SKYVIEW AVE
SCALE: 1" = 200'



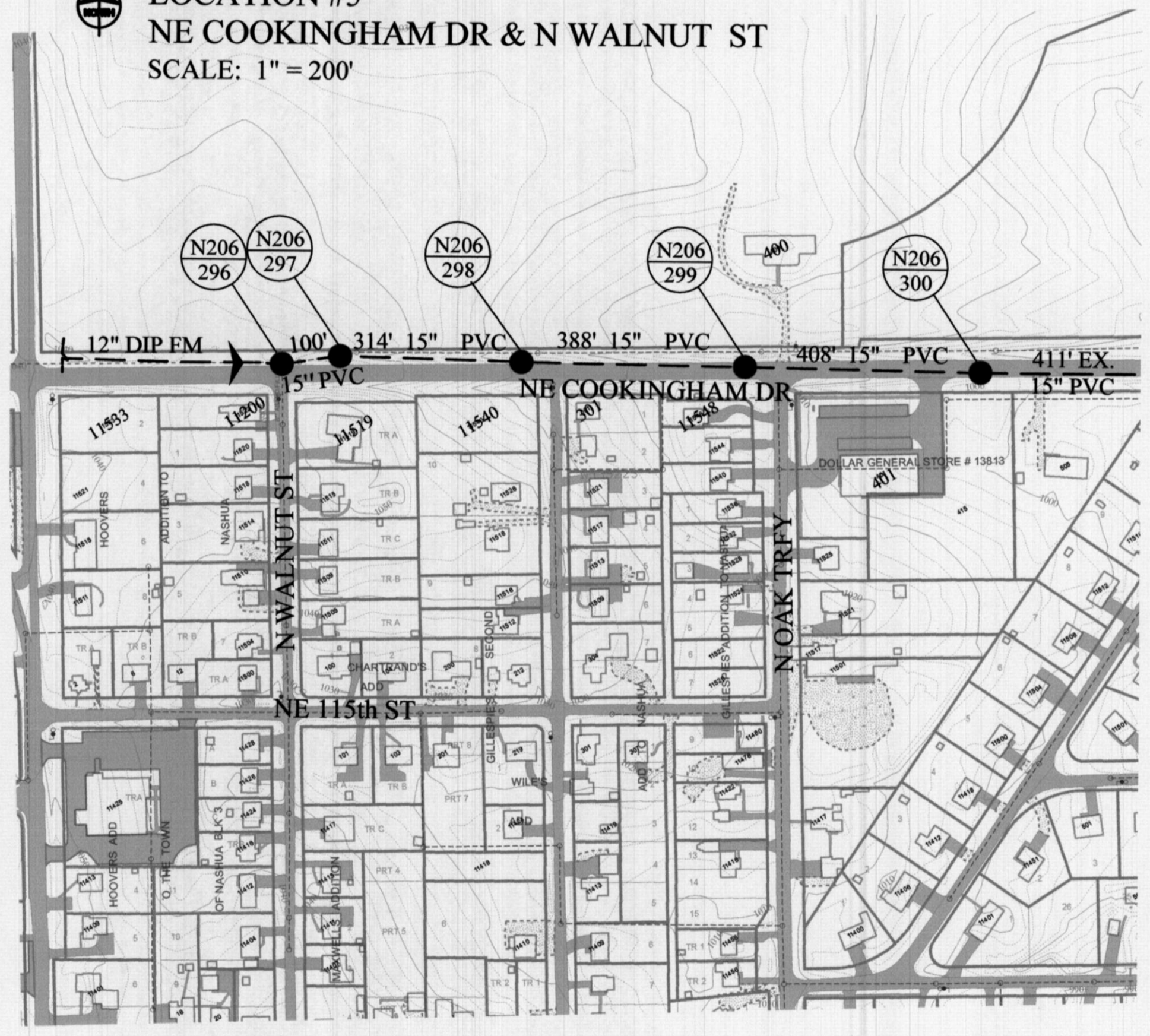
LOCATION #3
NW PRAIRIE VIEW RD &
N VIENNA RD
SCALE:



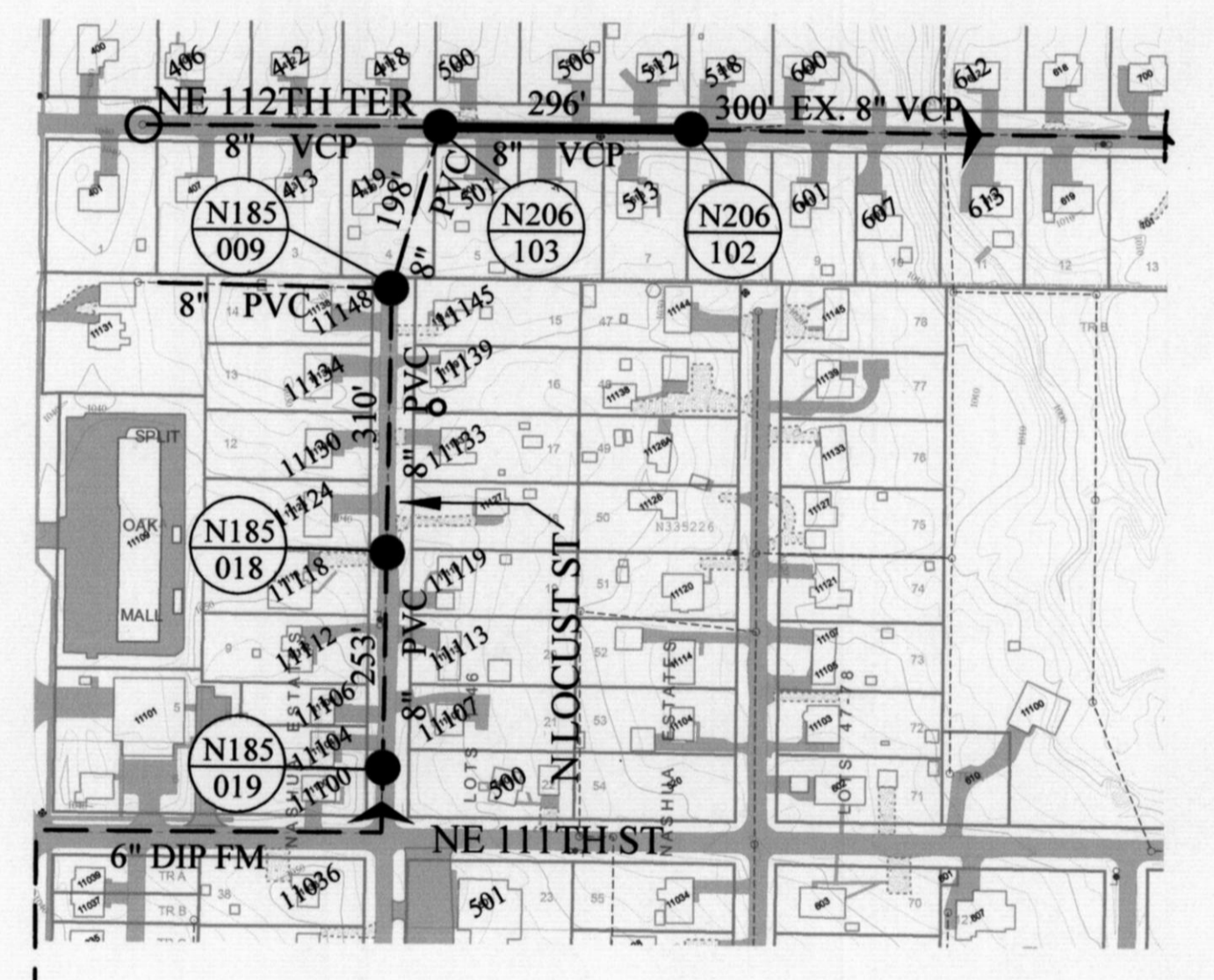
LOCATION #4
N JEFFERSON ST & NW 113TH ST
SCALE: 1" = 200'



LOCATION #5
NE COOKINGHAM DR & N WALNUT ST
SCALE: 1" = 200'



LOCATION #6
N LOCUST ST & NE 111TH ST
SCALE: 1" = 200'



LEGEND:

- EX - - - - - EXISTING SANITARY SEWER MAIN
- - - - - - EXISTING SANITARY SEWER PROPOSED TO BE C.I.P.P.
- EXISTING MANHOLE TO BE REHABILITATED
- EXISTING MANHOLE NOT TO BE REHABILITATED
- SEWER ATLAS PAGE NUMBER
- MANHOLE NUMBER
- FM - - - - - EXISTING SANITARY SEWER FORCE MAIN

NOTE:

1. CONTRACTOR TO VERIFY EXISTING ACTIVE SEWER SERVICE CONNECTIONS.
2. EXISTING PVC PIPE IS NOT TO BE CIPP LINED.
3. PIPE DIAMETERS WERE DETERMINED BY AS-BUILT RECORDS AND MAY NOT BE ACCURATE. CONTRACTOR SHALL VERIFY PIPE SIZE PRIOR TO BID AND INCLUDE THE ACCURATE PIPE DIAMETERS AND THICKNESS IN THE LUMP SUM BID.
4. CONTRACTOR SHALL TEST ALL MANHOLES ACCORDING TO SPECIFICATION 2702-SEWER PIPE AND MANHOLE TESTING.
5. IF MANHOLE IS DAMAGED WHILE INSERTING LINER MATERIAL, CONTRACTOR SHALL REBUILD MANHOLE ACCORDING TO SPECIFICATION 3370-SEWER MANHOLE CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY. COST SHALL BE INCLUDED IN THE LUMP SUM BID.
6. CONTRACTOR SHALL PROVIDE NORTHING AND EASTING FOR EACH MANHOLE, INVERT ELEVATIONS, AND CORRECTED MANHOLE DEPTH AFTER REHABILITATION HAS BEEN COMPLETED.

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PROFESSIONAL ENGINEER SEAL

KANSAS CITY, MISSOURI, WATER SERVICES DEPARTMENT



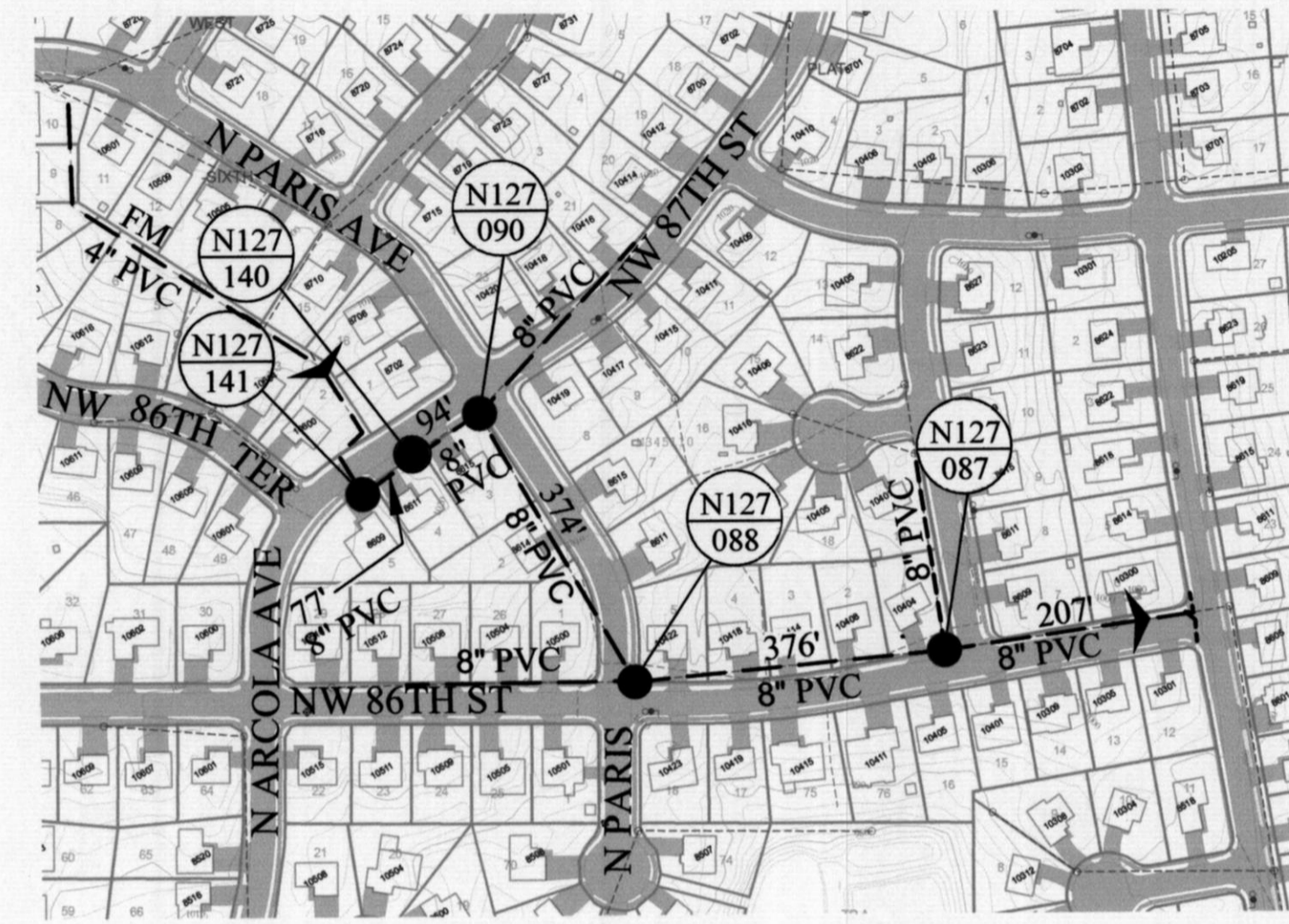
2-6-2019
FOR WSD USE:

**MANHOLE REHABILITATION
CITYWIDE - H2S
PROTECTION EFFORT**

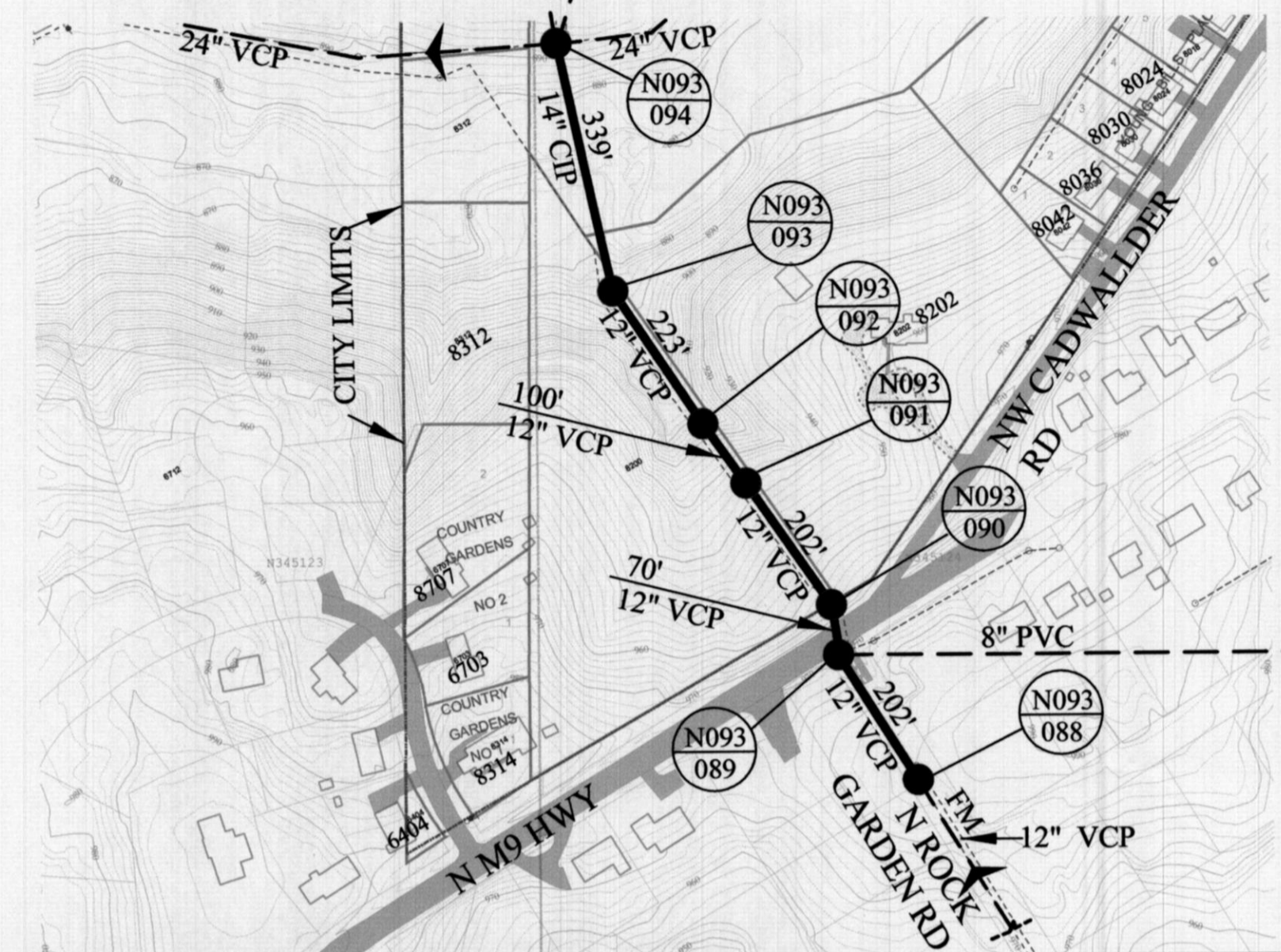
LOCATIONS 1 THROUGH 6

DRAWN BY	CHECKED BY	MAP NO.	RANGE	TWP	SEC
J. YANES	A. I.	N185, N206	34	52	25, 30, 36
CONTRACTOR			RANGE	TWP	SEC
			34	52	22, 23, 26
			DATE COMPLETED		
CONTRACT NO.	CONTRACT DATE	DATE	WORK ORDER NO.	DRAWING NO.	
1173	9/10/2018			1144.12	
PROJECT NO.			SHEET 3 OF 5		
81000601					

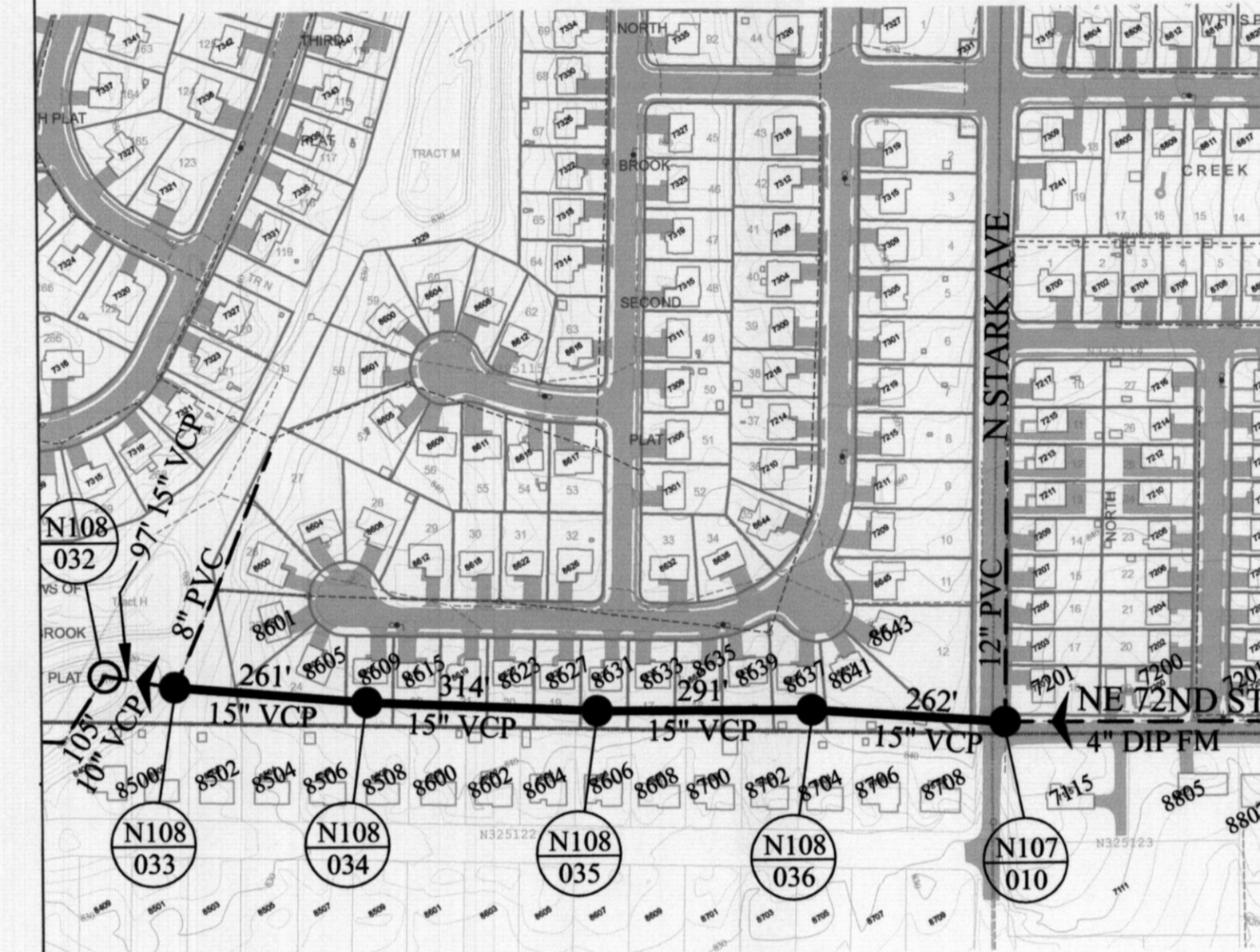
LOCATION #7
NW 86TH ST. & N. PARIS AVE
SCALE: 1" = 200'



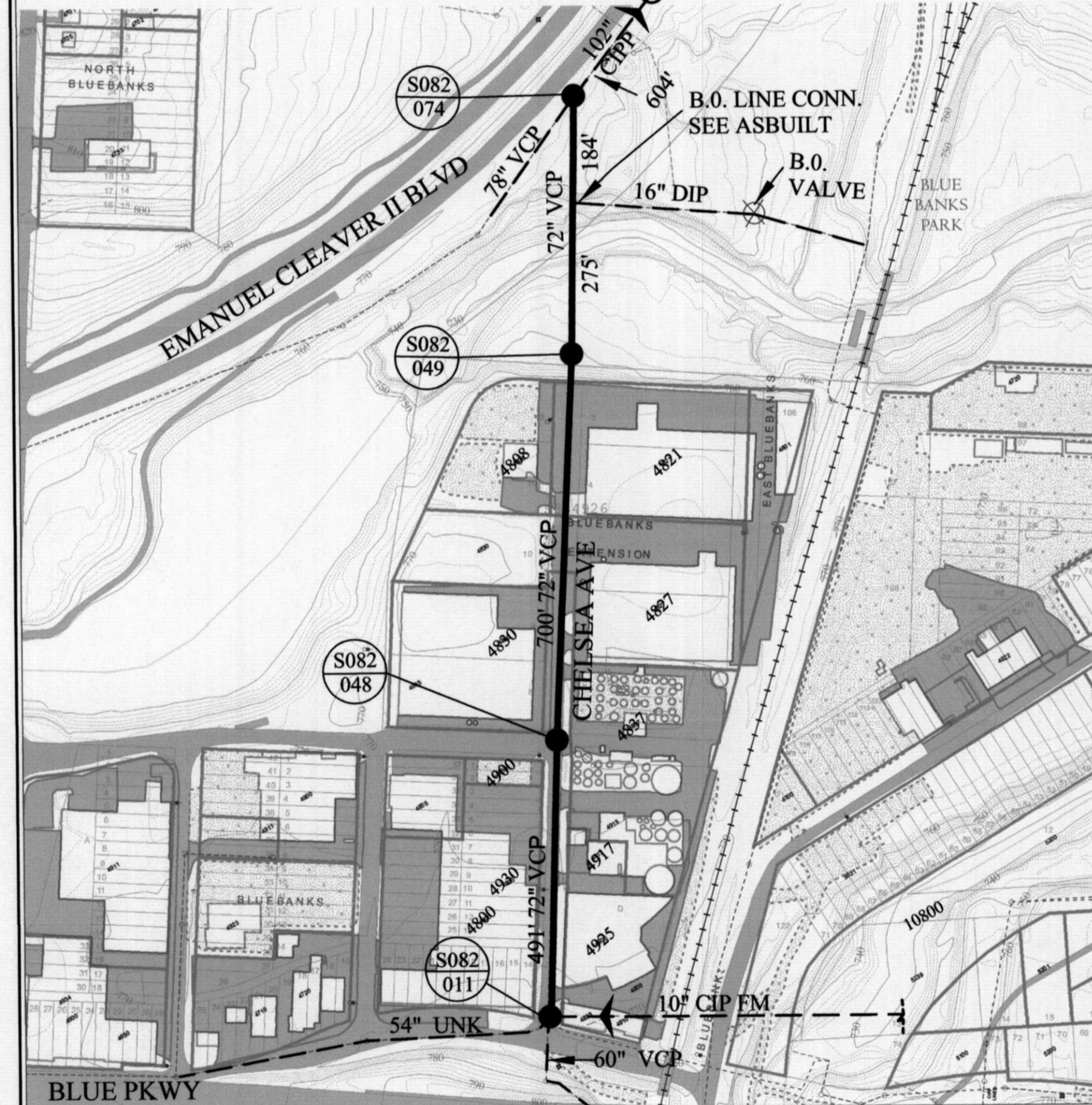
LOCATION #8
N ROCK GARDEN
RD. & N M9 HWY
SCALE: 1" = 200'



LOCATION #9
NE 72ND ST & N STARK AVE
SCALE: 1" = 200'



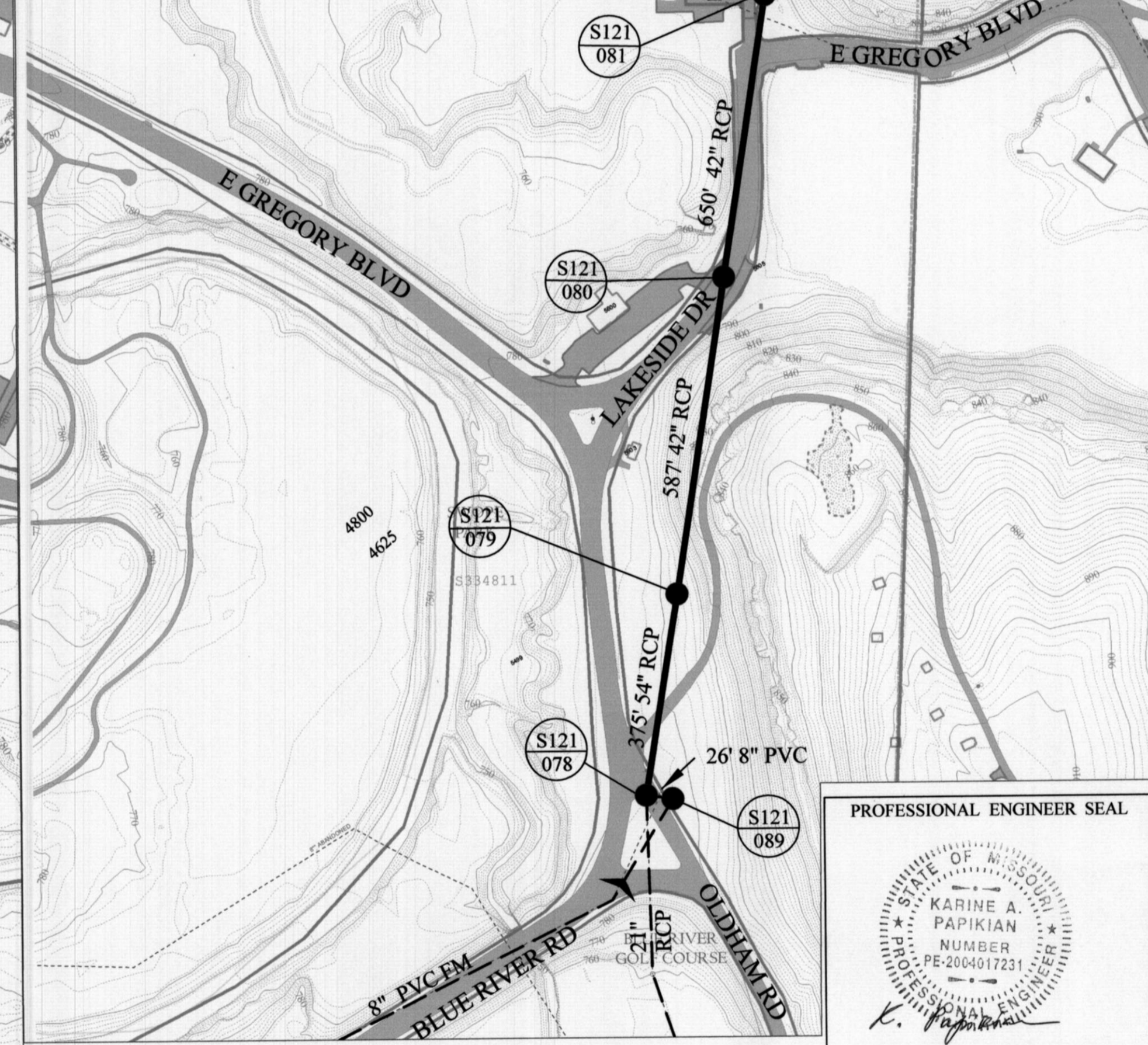
LOCATION #10 (ALTERNATE BID)
BLUE PKWY & CHELSEA AVE
SCALE: 1" = 200'



LOCATION #11 (ALTERNATE BID)
E GREGORY BLVD
& CREST DR
SCALE: 1" = 200'



LOCATION #12
LAKESIDE DR & OLDHARM RD
SCALE: 1" = 200'



LEGEND:

- EX - - - - - EXISTING SANITARY SEWER MAIN
- EXISTING SANITARY SEWER PROPOSED TO BE C.I.P.P.
- EXISTING MANHOLE TO BE REHABILITATED
- EXISTING MANHOLE NOT TO BE REHABILITATED
- /S082/111 SEWER ATLAS PAGE NUMBER
- /111/ MANHOLE NUMBER
- FM - - - - - EXISTING SANITARY SEWER FORCE MAIN

- NOTE:**
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 - EXISTING PVC PIPE IS NOT TO BE CIPP LINED.
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PROFESSIONAL ENGINEER SEAL

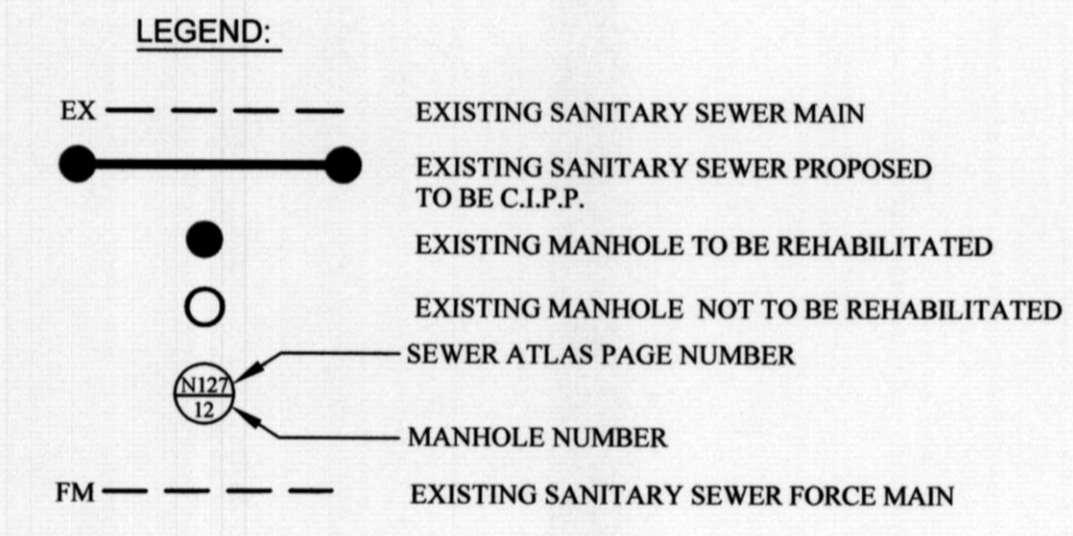
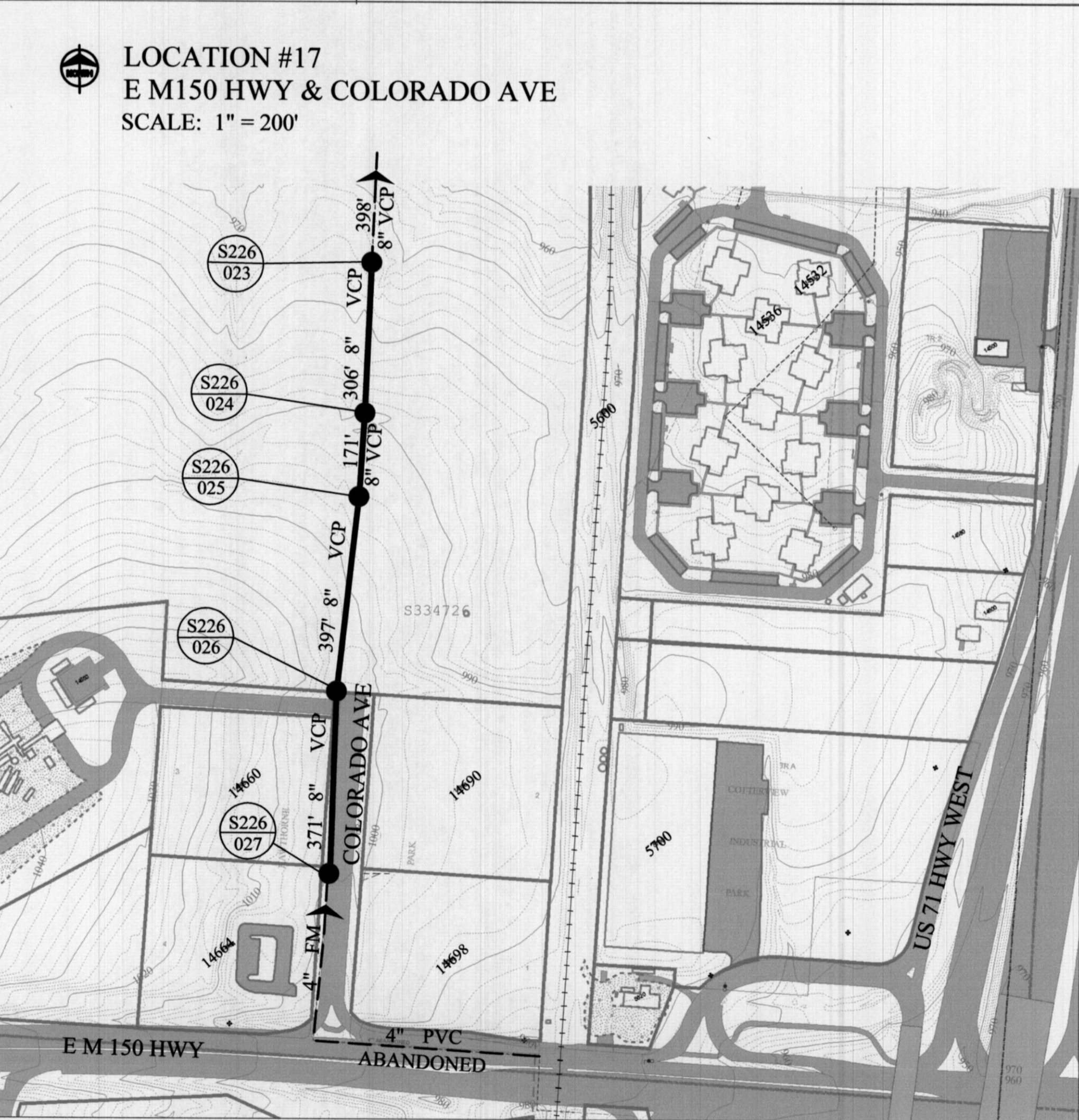
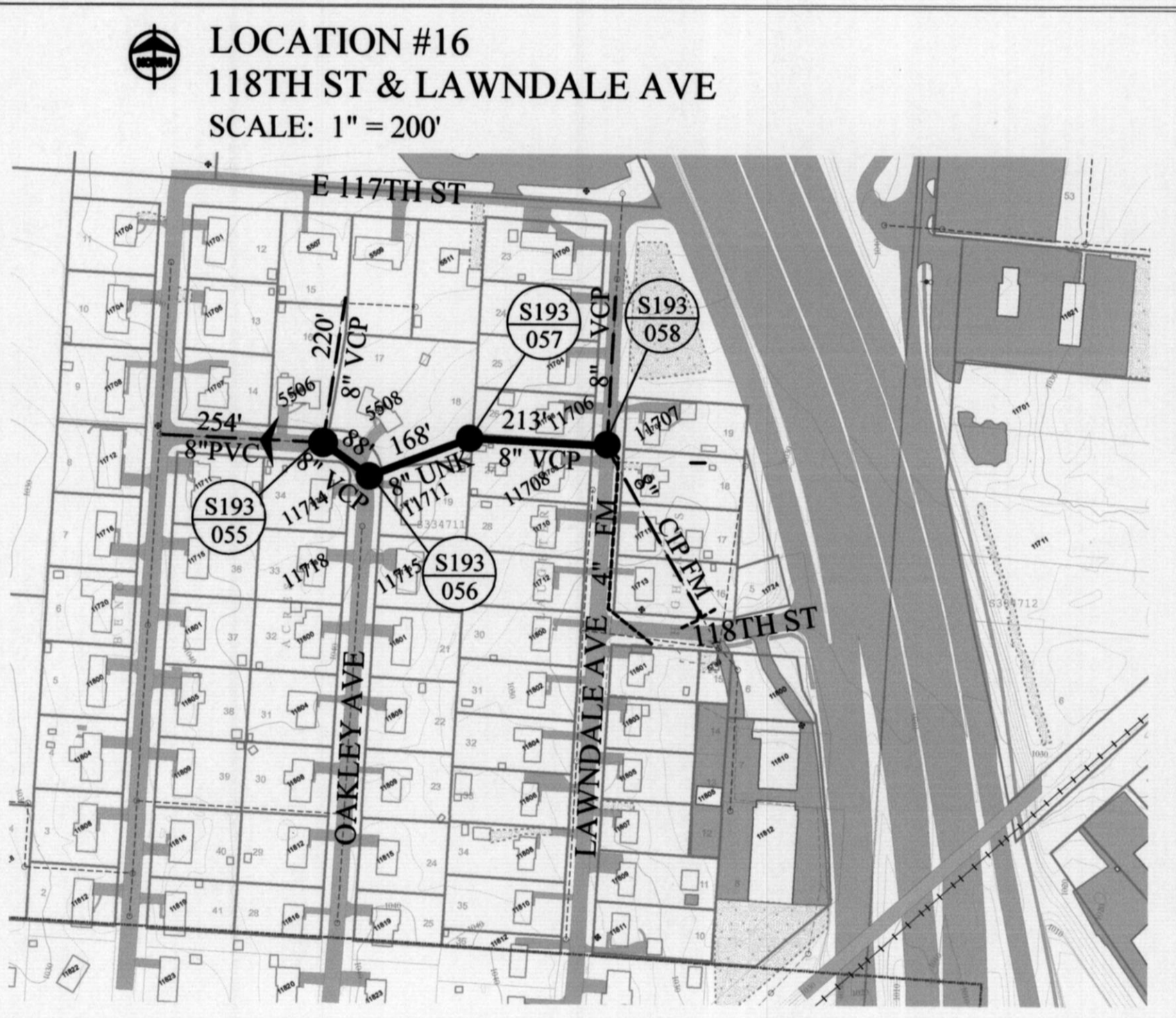
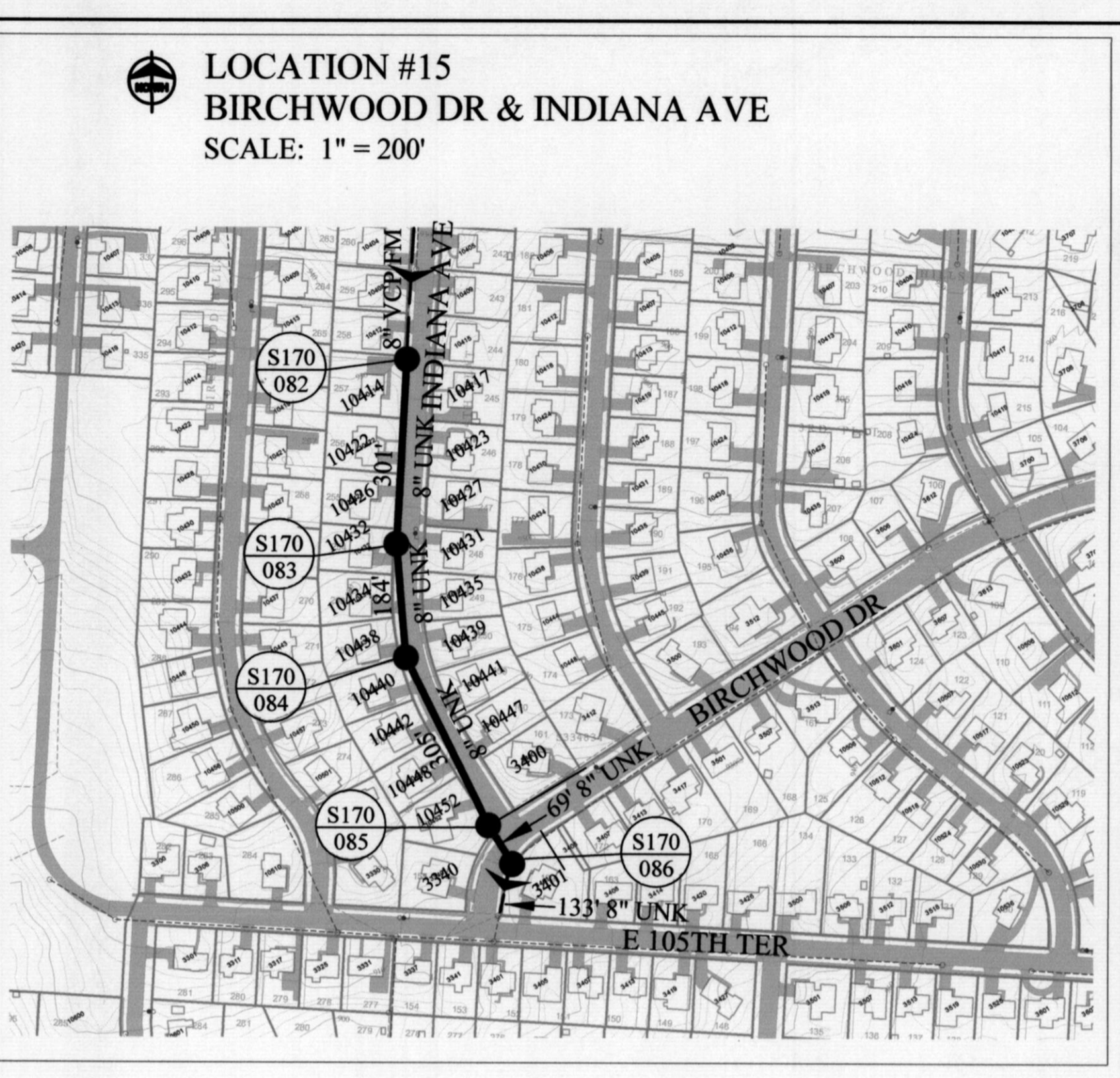
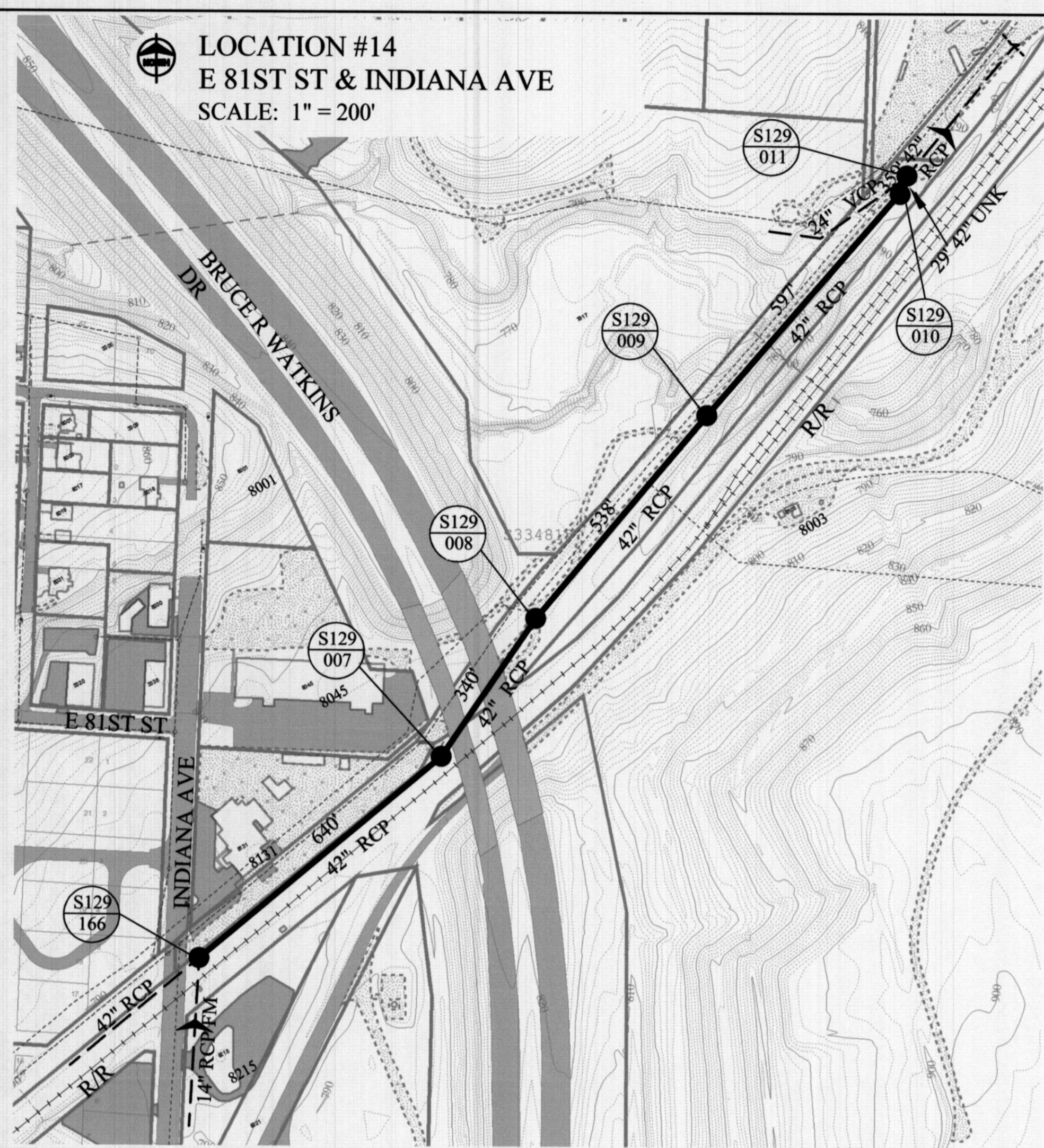
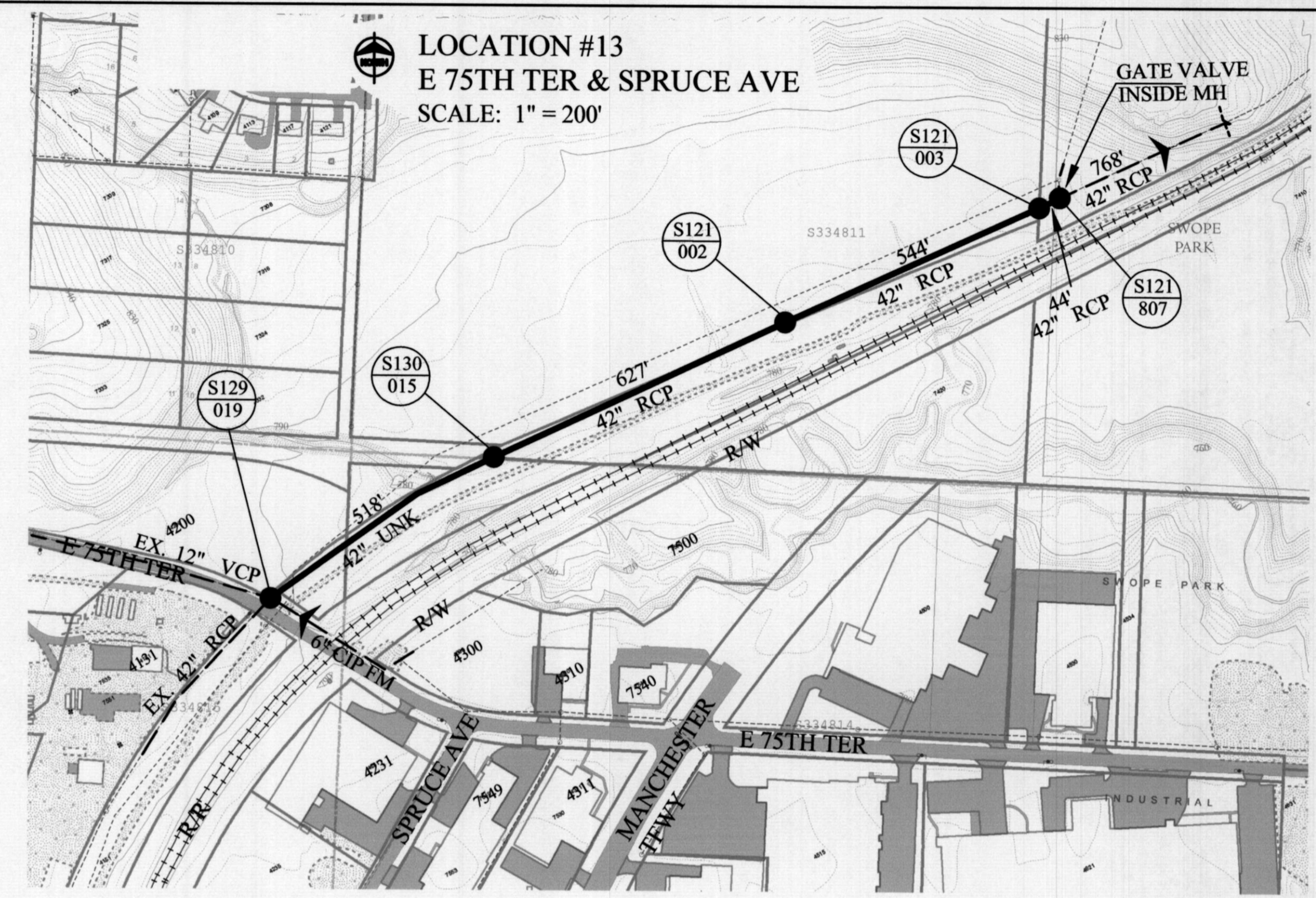
FOR WSD USE:

KANSAS CITY, MISSOURI, WATER SERVICES DEPARTMENT

**MANHOLE REHABILITATION
CITYWIDE - H2S
PROTECTION EFFORT**

LOCATIONS 7 THROUGH 12

DRAWN BY J. YANES		CHECKED BY A. I.		MAP NO. N185, N206	
CONTRACT NO. 1173		CONTRACT DATE 9/10/2018		DRAWING NO. 1144.12	
PROJECT NO. 81000601		DATE COMPLETED		SHEET 4 OF 5	



- NOTE:**
1. CONTRACTOR TO VERIFY EXISTING ACTIVE SEWER SERVICE CONNECTIONS.
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PROFESSIONAL ENGINEER SEAL		KANSAS CITY, MISSOURI, WATER SERVICES DEPARTMENT	
<p>KARINE A. PAPIKIAN NUMBER PE-2004017231 REGISTERED PROFESSIONAL ENGINEER STATE OF MISSOURI</p> <p>2-6-2019</p>		<p>MANHOLE REHABILITATION CITYWIDE - H2S PROTECTION EFFORT</p> <p>LOCATIONS 13 THROUGH 17</p>	
DRAWN BY J. YANES		CHECKED BY A. I. S127, S121	
CONTRACTOR		DATE COMPLETED	
CONTRACT NO. 1173	CONTRACT DATE 9/10/2018	DATE 9/10/2018	WORK ORDER NO. DRAWING NO. 1144.12
PROJECT NO. 81000601		SHEET 5 OF 5	

RANGE	TWP	SEC
32	49	11
32	48	15, 34

g. Preliminary List of Sample Locations

Number	Location	Manhole ID	Surface Type	MH Diameter (In)	Depth (VF)
1	NW 112th St. & N Pomona Ave	N201-023	paved	48	17.21
2		N190-021	unpaved	48	13.5
3		N190-022	unpaved	48	8.88
4		N190-023	unpaved	48	11.55
5		N190-024	unpaved	48	13.95
6	NW 108th St. & NW Skyview Ave	N189-006	unpaved	48	12.6
7		N189-007	unpaved	48	18.38
8		N189-008	unpaved	48	13.95
9		N189-009	unpaved	48	18.39
10		N189-047	paved	48	17.5
11	NW Prairie View Rd & N Vienna Rd	N191-033	unpaved	48	4.47
12		N191-034	unpaved	48	14.63
13		N191-035	paved	48	17.14
14		N191-036	unpaved	48	12.1
15		N191-037	unpaved	48	9.1
16	N Jefferson St & NW 113th St	N205-038	unpaved	48	11.58
17		N205-047	unpaved	48	12.93
18		N205-048	unpaved	48	12.96
19		N205-049	unpaved	48	12.47
20		N205-050	unpaved	48	16.2
21	NE Cookingham Dr & N Walnut St	N206-296	unpaved	48	11.9
22		N206-297	unpaved	48	13.1
23		N206-298	unpaved	48	14.1
24		N206-299	unpaved	48	14.6
25		N206-300	unpaved	48	15.24
26	N Locust St & NE 111th St	N185-019	paved	48	8.82
27		N185-018	paved	48	12.13
28		N185-009	unpaved	48	11.72
29		N206-103	paved	48	10.22
30		N206-102	paved	48	9.79
31	NW 86th St. & N Paris Ave	N127-141	unpaved	48	13.3
32		N127-140	unpaved	48	20.69
33		N127-090	paved	48	19.48
34		N127-088	paved	48	7.5
35		N127-087	paved	48	9.55
36	N Rock Garden Rd & N M9 HWY	N093-088	unpaved	48	7.41
37		N093-089	paved	48	6.2
38		N093-090	unpaved	48	8.82
39		N093-091	unpaved	48	13
40		N093-092	unpaved	48	8.14
41		N093-093	unpaved	48	4.34
42		N093-094	unpaved	48	8.61
43	NE 72nd St & Stark Ave	N107-010	paved	48	9.03
44		N108-036	unpaved	48	12.62
45		N108-035	unpaved	48	19.29
46		N108-034	unpaved	48	12
47		N108-033	unpaved	48	23.4

g. Preliminary List of Sample Locations

Number	Location	Manhole ID	Surface Type	MH Diameter (In)	Depth (VF)
48	Blue PKWY & Chelsea Ave	S082-011	paved	48	9.38
49		S082-048	paved	48	16.02
50		S082-049	unpaved	48	12
51		S082-074	unpaved	48	14.68
52	E Gregory Blve & Crest Dr	S121-005	unpaved	48	7.11
53		S121-019	unpaved	48	12.79
54		S121-020	unpaved	48	5.79
55		S121-021	unpaved	48	17.1
56	Lakeside Dr & Oldham Rd	S121-089	unpaved	48	8.97
57		S121-078	paved	48	26.16
58		S121-079	unpaved	48	42.01
59		S121-080	paved	48	41.64
60	E 75th Ter & Spruce Ave	S121-081	unpaved	48	42.58
61		S129-019	unpaved	48	13.37
62		S130-015	unpaved	48	11.4
63		S121-002	paved	48	9.55
64		S121-003	unpaved	48	8.57
65	E 81st St & Indiana Ave	S121-807	unpaved	48	7.75
66		S129-166	paved	48	8.57
67		S129-007	unpaved	48	9.63
68		S129-008	unpaved	48	10.23
69		S129-009	unpaved	48	9.1
70		S129-010	unpaved	48	8.62
71	Birchwood DR & Indiana Ave	S129-011	unpaved	48	8.02
72		S170-082	paved	48	7.94
73		S170-083	unpaved	48	7.56
74		S170-084	paved	48	8
75		S170-085	paved	48	5.75
76	118th St & Lawndale Ave	S170-086	unpaved	48	5.95
77		S193-058	paved	48	6.98
78		S193-057	unpaved	48	14.02
79		S193-056	paved	48	16.98
80	E M150 HWY & Colorado Ave	S193-055	paved	48	19.37
81		S226-027	unpaved	48	11.37
82		S226-026	unpaved	48	17.45
83		S226-025	unpaved	48	13.88
84		S226-024	unpaved	48	9.81
85	S226-023	unpaved	48	7.95	
86	South of Berkley Parkway	S028-271	unknown	unknown	unknown
87	1225 E 48th Terrace	S080-258	unknown	unknown	unknown
88	5940 NW Waukomis	N079-004	unknown	unknown	unknown
89	700 NE Cookingham Drive	N206-303	unknown	unknown	unknown

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

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

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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