



Agenda

Transportation, Infrastructure and Operations Committee

Chairperson Kevin O'Neill
Vice Chair Melissa Robinson

Councilmember Eric Bunch

Councilmember Johnathan Duncan

Councilmember Lindsay French

Tuesday, May 21, 2024

9:00 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

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

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

*****Public Testimony is Limited to 2 Minutes*****

Councilmembers Rea and Patterson-Hazley

Rea and Patterson Hazley

[240456](#)

Sponsors: Councilmembers Crispin Rea and Melissa Patterson-Hazley

RESOLUTION - Directing the City Manager to develop and implement an administrative regulation to ensure the timely response and abatement of illegal dumping and report back to council within 60 days; and directing the City Manager to develop and implement a public information campaign regarding new City policies and penalties pertaining to illegal dumping.

Rea and Patterson Hazley

[240458](#) Sponsors: Councilmembers Crispin Rea and Melissa Patterson-Hazley

Amending Chapter 62, Code of Ordinances, Solid Waste, by repealing and replacing Section 62-89 for the purposes of improving illegal dumping enforcement and directing the City Manager to provide quarterly updates to the Finance, Governance, and Public Safety Committee on the implementation of this ordinance.

Attachments: [Docket Memo 240458](#)

HELD IN COMMITTEE

Councilmember Melissa Robinson

Robinson

[240410](#) Sponsor: Councilmember Melissa Robinson

Approving an update to the Trails KC Plan as a guide for future shared-use trail development and corridor preservation within the City of Kansas City, Missouri; and authorizing the Director of Public works to adopt design and engineering standards.

Attachments: [Docket Memo 240410](#)

Robinson

[240445](#) Sponsor: Councilmember Melissa Robinson

Amending Chapter 62, Solid Waste, Article II, Collection by City, Sections 62-41, 62-42, and 62-45 to amend the City's processes related to introduction of curbside refuse collection; establishing an effective date for Section 1 of this Ordinance; amending Chapter 2, Article III, Code of Ordinances, by enacting a new Section 2-88, Response to illegal dumping in the City's right-of-way; and directing the city manager to report to the Council within 60 days any barriers, and necessary funding requiring Council approval, for meeting the standard outlined in Section 3 of this Ordinance.

Attachments: [Docket Memo](#)

Water Services

Director of Water Services

240443 Sponsor: Director of Water Services Department

Estimating revenue in the amount of \$89,364.00; appropriating \$89,364.00 from the Unappropriated Fund Balance of the Sewer Special Assessments Project Fund; authorizing an \$89,364.00 design professional services Amendment No. 3 with Taliaferro & Browne, Inc., for the 55th and Bennington Avenue Phase II Sanitary Sewer project; authorizing a total contract amount of \$280,161.00; assessing the properties benefited; adding district sewers for Sewer District 11040; and recognizing this ordinance as having an accelerated effective date.

Attachments: [1050 Amendment 3 Docket Memo](#)
[1050 Amendment 3 Approp & Admin Ordinance Forms](#)
[TIO 5-14-2024 KCW - PDF](#)
[Ordinance 240443-Revised CUP Summary-1050.pdf](#)
[TIO 5-21-2024 KCW - PDF](#)
[1050 Executed DPS Contract + Amendments 1-3](#)

ADDITIONAL BUSINESS

1. The Civil Rights & Equal Employment Opportunity Department will give a presentation regarding MBE/WBE.
2. There may be a general discussion regarding current Transportation, Infrastructure and Operations issues.
3. Closed Session
 - Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
 - Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
 - Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
 - Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
 - Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
 - Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
 - Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.
4. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

The city provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: http://kansascity.granicus.com/ViewPublisher.php?view_id=2

The City Clerk's Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver's License or State issued Identification Card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.

Adjournment



File #: 240456

RESOLUTION NO. 240456

Sponsors: Councilmembers Crispin Rea and Melissa Patterson-Hazley

RESOLUTION - Directing the City Manager to develop and implement an administrative regulation to ensure the timely response and abatement of illegal dumping and report back to council within 60 days; and directing the City Manager to develop and implement a public information campaign regarding new City policies and penalties pertaining to illegal dumping.

WHEREAS, the Neighborhood Services Department is increasing the number of city investigators to investigate and enforce offenses of illegal dumping; and

WHEREAS, the City has acquired additional cameras to monitor locations most at risk of illegal dumping; and

WHEREAS, the Kansas City Municipal Court intends to create a new docket for the expected increase in illegal dumping cases; and

WHEREAS, the Public Works Department has expanded opportunities to request bulky item pickups; and

WHEREAS, the Public Works Department is procuring an additional clam truck to rapidly address illegal dumping; and

WHEREAS, the City Council has increased the penalties for illegal dumping that occurs on vacant, Land Bank, or unimproved property; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to develop and implement an administrative regulation with key performance indicators that ensures a timely City staff response to abate illegal dumping and to report back to Council within 60 days with the proposed regulation.

Section 2. That the City Manager is directed to develop and implement a public information campaign regarding new City policies and penalties aimed at addressing and deterring illegal dumping and new opportunities to lawfully dispose of trash and bulky items.

..end



File #: 240458

ORDINANCE NO. 240458

Sponsors: Councilmembers Crispin Rea and Melissa Patterson-Hazley

Amending Chapter 62, Code of Ordinances, Solid Waste, by repealing and replacing Section 62-89 for the purposes of improving illegal dumping enforcement and directing the City Manager to provide quarterly updates to the Finance, Governance, and Public Safety Committee on the implementation of this ordinance.

WHEREAS, it is every resident's responsibility to dispose of trash, bulky items, construction materials, and recyclables in an acceptable and lawful manner; and

WHEREAS, illegal dumping of such items is unsightly and unhealthy, leads to unsanitary conditions, and negatively impacts the quality of life in affected neighborhoods; and

WHEREAS, illegal dumping continues to plague many of Kansas City's communities; and

WHEREAS, the illegal dumping of refuse on unimproved parcels, Land Bank property, and vacant lots in particular negatively impacts the quality of life in those affected communities and is threat to the general health, safety, and welfare of the residents of Kansas City; and

WHEREAS, the City Council desires to improve illegal dumping enforcement to promote and protect the general health, safety, and welfare of the residents of Kansas City; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 62, Code of Ordinances of Kansas City, Missouri, is hereby amended by repealing Section 62-89, Illegal dumping, and enacting in lieu thereof a new section of like number and subject matter, to read as follows:

Sec. 62-89. Illegal dumping.

(a) *Prohibited.* No person shall dump or otherwise deposit or cause, permit, suffer or allow the dumping or depositing of any garbage, rubbish, yard waste, litter or any other offensive or disagreeable thing in any public place, public building or market, or on or along any sidewalk, street, alley, boulevard, highway, right-of-way, viaduct, tunnel, park or parkway, or upon any private property or in any refuse container located thereon without the consent of the owner of

the property, nor shall any person dump or deposit or cause, permit, suffer or allow the dumping or depositing of garbage or household refuse in any city litter can or basket upon any street.

(b) *Evidence of violation.* Evidence showing any three or more items found in such garbage, rubbish, yard waste, litter or refuse to be identifiable or traceable to a specific individual shall constitute prima facie evidence that such garbage, rubbish, yard waste, litter or refuse was under the control of that individual and was so dumped or deposited where subsequently found with that individual's knowledge and consent.

(c) *Penalty for violation.* Any person violating any of the provisions of this section, upon conviction, shall be punished by a fine of not less than \$1.00 and not more than \$1,000.00, or by imprisonment in the municipal correctional institution for a period not to exceed six months, or be punished by both fine and imprisonment.

(d) *Penalty for violation upon unimproved parcel, Land Bank property, or vacant lot.* Any person violating the prohibitions of subsection (a) above, where such violation occurs upon any unimproved parcel, Land Bank property, or vacant lot, tract or parcel of land, or unpaved alley, or along the sidewalk, street or paved alley adjacent to such unimproved parcel, Land Bank property, or vacant lot, tract or parcel of land, upon conviction, shall be punished by a fine of not less than \$500.00 and not more than \$1,000.00, or by imprisonment in the municipal correctional institution for a period not to exceed six months, or be punished by both fine and imprisonment.

1. For the purposes of this subsection (d), an unimproved parcel means any property upon which no residential, commercial, or other building has been built, and vacant lot, tract, or parcel of land means any property which is lacking habitual presence of human beings who have a legal right to be on the property or at which substantially all lawful business operations or residential occupancy has ceased.
2. *Penalty for subsequent violations.* Subsequent violations under this subsection (d), upon conviction, shall be punished by a term of shock imprisonment in the municipal correctional institution for a period of forty-eight hours. Violations shall also be punished by a fine of not less than \$750.00 and not more than \$1,000.00, or by imprisonment in the municipal correctional institution for a period not to exceed six months, or be punished by both fine and imprisonment.

Section 2. That the City Manager is hereby directed to provide to the Finance, Governance, and Public Safety Committee quarterly reports over the next year regarding the effectiveness of this ordinance, including any recommendations to further improve its implementation.

..end

Approved as to form:

Andrew Bonkowski
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240458

Submitted Department/Preparer: Public Works

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Amending Chapter 62, Code of Ordinances, Solid Waste, by repealing and replacing Section 62-89 for the purposes of improving illegal dumping enforcement and directing the City Manager to provide quarterly updates to the Finance, Governance, and Public Safety Committee on the implementation of this ordinance.

Discussion

This ordinance would amend certain sections of Chapter 62, Solid Waste, to amend city processes to combat illegal dumping.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
1000-892340-619140
3. How does the legislation affect the current fiscal year?
Allows City Manager to appropriate additional funds for Illegal Refuse Abatement/Enforcement
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
N/A
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
N/A – City Manager/City Council to define enforcement/abatement procedural updates which will determine revenue, funding needs, as well as ROI

Office of Management and Budget Review

(OMB Staff will complete this section.)

- | | | |
|---|---|--|
| 1. This legislation is supported by the general fund. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Additional Discussion (if needed)

Account string not provided by sponsor.

Citywide Business Plan (CWBP) Impact

- View the [FY23 Citywide Business Plan](#)
- Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
- Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

Chapter 62, Code of Ordinances, Solid Waste

Service Level Impacts

Uncertain

Other Impacts

- What will be the potential health impacts to any affected groups?

Uncertain

2. How have those groups been engaged and involved in the development of this ordinance?

Uncertain

3. How does this legislation contribute to a sustainable Kansas City?

Uncertain

4. Does this legislation create or preserve new housing units?

No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



File #: 240410

ORDINANCE NO. 240410

Sponsor: Councilmember Melissa Robinson

Approving an update to the Trails KC Plan as a guide for future shared-use trail development and corridor preservation within the City of Kansas City, Missouri; and authorizing the Director of Public works to adopt design and engineering standards.

WHEREAS, the City last adopted the Trails KC Plan in 2008 through Ordinance 081052; and

WHEREAS, the 2008 Trails KC Plan has not been fully constructed; and

WHEREAS, the City adopted a Complete Streets Policy through Ordinance 170949 which identifies a need for connected multimodal facilities; and

WHEREAS, the City adopted Vision Zero through Resolution 200019 which identifies that pedestrians and bicyclists are overrepresented in crashes; and

WHEREAS, the City adopted a Climate Resiliency and Action Plan through Resolution 220596 which established mobility goals and strategies to install more multimodal facilities; and

WHEREAS, the updated Trails KC Plan updates scores and prioritizes the remaining trail segments to be built from the 2008 Trails KC Plan; and

WHEREAS, trails provide a safer option for pedestrians and cyclists; and

WHEREAS, it is in the community's best interest to adopt an update to the Trails KC Plan as a guide for shared-use trails development; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the updated Trails KC Plan is hereby approved as a guide for future shared-use trail development and corridor preservation within the City of Kansas City, Missouri. A copy of the updated Trails KC Plan is available in the office of the Director of Public Works.

Section 2. That the Director of Public Works is authorized to develop and adopt design/engineering standards for the construction of the trails.
..end

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240410

Submitted Department/Preparer: Mayor/Council's Office

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Sponsor: Councilmember Melissa Robinson

Approving an update to the Trails KC Plan as a guide for future shared-use trail development and corridor preservation within the City of Kansas City, Missouri; and authorizing the Director of Public works to adopt design and engineering standards

Discussion

Sponsor: Councilmember Melissa Robinson

Approving an update to the Trails KC Plan as a guide for future shared-use trail development and corridor preservation within the City of Kansas City, Missouri; and authorizing the Director of Public works to adopt design and engineering standards

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
No
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

Click or tap here to list prior, related ordinances/resolutions.

Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

Other Impacts

1. What will be the potential health impacts to any affected groups?
Supports City's Vision Zero initiative
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
No(Press tab after selecting)



File #: 240445

ORDINANCE NO. 240445

Sponsor: Councilmember Melissa Robinson

Amending Chapter 62, Solid Waste, Article II, Collection by City, Sections 62-41, 62-42, and 62-45 to amend the City's processes related to introduction of curbside refuse collection; establishing an effective date for Section 1 of this Ordinance; amending Chapter 2, Article III, Code of Ordinances, by enacting a new Section 2-88, Response to illegal dumping in the City's right-of-way; and directing the city manager to report to the Council within 60 days any barriers, and necessary funding requiring Council approval, for meeting the standard outlined in Section 3 of this Ordinance.

WHEREAS, the City is committed to ensuring that its solid waste is managed in an environmentally and fiscally responsible manner; and

WHEREAS, the City is committed to collecting and managing solid waste in a manner which minimizes refuse on the street and illegal dumping activities; and

WHEREAS, the City Council through Ordinance 240221 approved an agreement with Rehrig Pacific Company for the purchase of trash carts available to residents citywide; and

WHEREAS, the trash carts will be distributed over the coming months and a revision of the City's Code is necessary in order to adapt to this change in city processes; and

WHEREAS, illegal dumping in the City's right-of-way negatively impacts persons and properties in the City; and

WHEREAS, the City invites residents and stakeholders to submit City service requests or inquiries through the City's myKCMO system/311 hotline, and recognizes that City's timely resolution of the same improves residents' and visitors' safety and well-being; and

WHEREAS, the Council seeks to expedite the removal of illegally dumped items in the City's right-of-way, while considering City's interest in first pursuing investigation, communication and enforcement options directed at the source of such dumping; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 62, Article II, Code of Ordinances, is hereby amended by repealing Sections 62-41, 62-42, and 62-45es, and enacting new sections of like number, to read as follows:

Sec. 62-41. Residential refuse collection-eligibility.

(a) Eligible buildings and dwelling units. The City will provide public curbside refuse collection and disposal services to each habitable dwelling unit in a residential building containing six or fewer units, which fronts on a public street. Curbside refuse collection will only be offered to residential buildings which are fully within the corporate boundaries of the City. Residential buildings which are outside of the corporate boundaries will not receive refuse collections services, even if a portion of the parcel on which the residential buildings sit are within the corporate boundaries of the City.

(b) Residential buildings on private streets or drives will not be provided refuse services.

(c) Every person not receiving city-provided refuse collection services shall provide for the collection and disposal of refuse in accordance with the provisions of article I of this chapter and the rules and regulations adopted thereunder.

Sec. 62-42. Residential refuse collection requirements.

(a) Curbside collection of refuse, excluding recyclable materials separated by the owner or occupant for recyclable materials collection, leaves and brush, and bulky items, shall be provided by the City to each eligible building described in 62-41(a), once per week on a schedule to be established by the director. Collection shall be provided as follows:

- (1) The director may authorize the issuance of a wheeled refuse cart (KCart) to persons in each eligible dwelling unit. Any person issued a wheeled refuse cart by the city shall exclusively utilize that cart in lieu of placing loose bags curbside, except as provided for herein. Refuse shall be placed in the cart in such a manner as to permit the lid to close securely. In the event that an eligible dwelling unit has need to dispose of more refuse than can be placed in one cart, with the lid closed securely, disposable refuse bags shall be utilized and placed curbside immediately adjacent to the cart, up to a maximum of two additional bags, and an excess refuse tag shall be affixed to each such bag. Disposable refuse bags not bearing an excess refuse tag shall not be collected.
- (2) Residents of eligible dwelling units may opt-out of using wheeled refuse carts. In that event, such residents shall be entitled to receive weekly collection of two (2) securely-tied disposable refuse bags, except as provided for herein, weighing no more than forty

(40) pounds apiece. The bags shall be appropriate to the weight of the materials within them and shall be of a sufficient grade as to hold the contents within them without breaking or tearing when lifted off the ground. The bags shall be placed loose at the curbside. Persons residing in such eligible dwelling unit may place additional disposable refuse bags curbside for collection provided that an excess refuse tag is affixed to each additional bag, up to a maximum of five additional bags per building. Excess refuse tags shall be made available for a fee of \$2.50 per tag. The director may provide for such tags to be distributed by not-for-profit organizations and commercial establishments convenient to city residents and may allow such organizations and establishments a reasonable handling and distribution fee as established by ordinance. Refuse in excess of two disposable refuse bags and not bearing an excess refuse tag shall not be collected.

(b) The city manager may waive any limitation on refuse to be collected without fee or charge for limited, specified time periods as appropriate to accommodate special needs or the accumulation of exceptional volumes of refuse.

(c) The director shall establish rules and regulations governing the types of refuse that may be placed curbside for collection, the manner in which such materials are to be bundled or packaged before being placed curbside, and the manner in which such materials are to be placed curbside. In no event shall tires, motorized vehicle parts/components, or paint containers that are sealed or contain wet paint be placed curbside or collected. In no event shall loose refuse be collected, including but not limited to refuse lying loose as a result of packaging malfunctions or animal invasion.

(d) Refuse collectors, whether employees of the city or employees of a refuse collection service operating under contract with the city, shall not collect any refuse not approved for collection or otherwise failing to meet, in any regard, the requirements of this chapter and the rules and regulations adopted hereunder.

(e) No refuse shall be placed curbside earlier than 3:00 p.m. the day before the scheduled day of collection or later than 7:00 a.m. the day of collection.

(f) All refuse shall, upon being loaded into collection equipment, become the property of the city.

Sec. 62-45. Bulky items collection.

(a) Periodic curbside collection of bulky items shall be provided by city to each eligible dwelling unit. Collection of bulky items shall be by appointment only. The director shall establish a system for scheduling appointments.

(b) The director shall establish rules and regulations governing the types of bulky items that may be placed curbside for collection, the manner in which such materials are to be placed curbside for collection, and weight or quantity restrictions. In no event shall building materials or construction debris be placed curbside or collected, and no bulky item shall exceed five hundred pounds.

(c) Refuse collectors, whether employees of the city or employees of a refuse collection services operating under contract with the city, shall not collect any bulky item not approved for collection or otherwise failing to meet, in any regard, the requirements of this chapter and the rules and regulations adopted hereunder.

(d) No bulky item shall be placed curbside earlier than 3:00 p.m. the day before the scheduled appointment or later than 7:00 a.m. the day of the scheduled appointment. Bulky items shall not be placed under overhead utility lines or trees, nor shall they be placed if an obstruction exists that would impede access by refuse collectors and collection equipment.

(e) All bulky items shall, upon being loaded into collection equipment, become the property of the city.

Section 2. That Section 1 of this ordinance will become effective on November 1, 2024.

Section 3. That Chapter 2, Article III, Code of Ordinances, is hereby amended by enacting a new Section 2-88, Response to illegal dumping in the City's right-of-way, to read as follows:

Sec. 2-88. Response to illegal dumping in City's right-of-way.

- (a) For any report of illegal dumping in the city's right-of-way that city receives on or after August 1, 2024 through a customer service program for residents and stakeholders to submit inquiries or requests concerning city services, such as the city's 311 or myKCMO system, the city manager shall ensure the following actions are taken within the following time periods:
- (1) No later than one day after city's receipt, the city manager shall assign such report to either:
 - a. The neighborhood services department and/or other city employee(s) responsible for investigating and communicating with the responsible person(s) and/or pursuing applicable enforcement remedies under this Code; or
 - b. The public works department and/or other city employee(s) responsible for removal of such item(s) from the city's right-of-way.

- (2) For any report assigned as described in sub-paragraph (a)(1)a. of this section, no later than five days after city's receipt:
 - a. The neighborhood service department and/or other city employee(s) with the responsibilities described in such sub-paragraph shall complete any warranted investigation, communication and/or enforcement efforts; and
 - b. If such items have not been removed from the city's right-of-way, the city manager shall assign such complaint to the public works department and/or other city employee(s) responsible for removal of such item(s) from the city's right-of-way.

- (3) No later than twelve days after city's receipt:
 - a. The public works department and/or other city employee(s) responsible for removing such item(s) from the city's right-of-way shall remove any such remaining item(s); and
 - b. The reporting person(s) shall receive notice that their complaint is resolved.

- (b) The establishment of the response deadlines in this section in no way suggests that City cannot take any of the above actions in advance of such time periods, including immediate removal of item(s) in the City's right-of-way.

Section 4. That the City Manager is directed to report to Council, within 60 days of the passage of this resolution, any barriers, and any necessary funding requiring Council approval, for meeting the standard outlined in Section 3 of this Ordinance.

..end

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240445

Submitted Department/Preparer: Finance

Revised 10/23/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Amending Chapter 62, Solid Waste, Article II, Collection by City, Sections 62-41, 62-42, and 62-45 to amend the City's processes related to introduction of curbside refuse collection; establishing an effective date for Section 1 of this Ordinance; amending Chapter 2, Article III, Code of Ordinances, by enacting a new Section 2-88, Response to illegal dumping in the City's right-of-way; and directing the city manager to report to the Council within 60 days any barriers, and necessary funding requiring Council approval, for meeting the standard outlined in Section 3 of this Ordinance.

Discussion

This ordinance would amend certain sections of Chapter 62, Solid Waste, to amend city processes for curbside trash collection.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
1000-892340-619140
3. How does the legislation affect the current fiscal year?
Allows City Manager to appropriate additional funds for Illegal Refuse Abatement/Enforcement
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
N/A
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

N/A - City Manager to define enforcement/abatement procedural updates which will determine revenue, funding needs, as well as ROI

Office of Management and Budget Review

(OMB Staff will complete this section.)

- 1. This legislation is supported by the general fund. Yes No
- 2. This fund has a structural imbalance. Yes No
- 3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

No fiscal information is provided to confirm account strings or funding balances.

Citywide Business Plan (CWBP) Impact

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Enhance the accessible, sustainable and better connected multi-modal transportation system
 - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
 - Increase and support local workforce development and minority, women, and locally-owned businesses
 - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
 -
 -

Prior Legislation

Chapter 62, Solid Waste, Article II, Collection by City, Sections 62-41, 62-42, and 62-45
Chapter 2, Article III, Code of Ordinances

Service Level Impacts

Uncertain

Other Impacts

1. What will be the potential health impacts to any affected groups?
Uncertain
2. How have those groups been engaged and involved in the development of this ordinance?
Uncertain
3. How does this legislation contribute to a sustainable Kansas City?
Uncertain
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)
Please provide reasoning why not:

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
No(Press tab after selecting)



File #: 240443

ORDINANCE NO. 240443

Sponsor: Director of Water Services Department

Estimating revenue in the amount of \$89,364.00; appropriating \$89,364.00 from the Unappropriated Fund Balance of the Sewer Special Assessments Project Fund; authorizing an \$89,364.00 design professional services Amendment No. 3 with Taliaferro & Browne, Inc., for the 55th and Bennington Avenue Phase II Sanitary Sewer project; authorizing a total contract amount of \$280,161.00; assessing the properties benefitted; adding district sewers for Sewer District 11040; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the City Council passed Ordinance No. 110252 on April 14, 2011, approving a \$54,994.00 design professional services contract for the final design and construction phase services for the 55th and Bennington Avenue Phase II Sanitary Sewer project as well as assessing properties benefitted for a special assessment; and

WHEREAS, the City Council passed Ordinance No. 220063 on January 27, 2022, for a \$135,803.00 design professional services contract Amendment No. 1 for updated design drawings for current site conditions on this project; and

WHEREAS, the City executed a no-cost design professional services Amendment No. 2 to this project on December 8, 2022, which updated the engineering job classifications and salary rates on the project; and

WHEREAS, this proposed \$89,364.00 design professional services Amendment No. 3 will update the construction drawings by adding district sewers for Sewer District 11040; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the Sewer Special Assessments Project Fund is hereby estimated in the following amount:

AL-3210-800000-485200	Recoveries of Prior Years	
	Expenditures	\$89,364.00

Section 2. That the sum of \$89,364.00 is appropriated from the Unappropriated Fund Balance of the Sewer Special Assessments Project Fund to the following account in the Sewer Special Assessments Project Fund:

AL-3210-807170-611040-89003790

55th & Bennington SSE Ph 2

\$89,364.00

Section 3. That the Director of Water Services is authorized to execute Amendment No. 3 to Contract No. 1050 in the amount of \$89,364.00 for a total contract amount of \$280,161.00, with Taliaferro & Browne, Inc., for the 55th and Bennington Avenue Phase II Sanitary Sewer project, Project No. 89003790. A copy of this amendment is on file in the office of Water Services.

Section 4. That the Director of Water Services is authorized a maximum expenditure of \$89,364.00, from Account No. AL-3210-807170-611040-89003790, Infill Sewer Projects, to satisfy the cost of this amendment.

Section 5. That the special assessments for 100% of total construction cost of the sewer extension plus 25% of the total construction cost of the sewer extension for engineering and administration less any amount provided by Water Services' sewer revenues or approved for Project No. 89003790 from the Capital Improvements Sales Tax Fund are hereby authorized to be made and levied upon the benefited properties within Sewer District Nos. 11040, 11041, 11042, and 719 according to the provision of Article II, Division II, Section 60-44 Rules for apportioning assessments, and Section 60-45 Cost of district sewers and how apportioned all in Chapter 60, Code of Ordinances of Kansas City, relating thereto. Special tax bills evidencing the amount of such assessments shall be issued pursuant to Section 2-1721 of the Code of Ordinances and, when collected, the proceeds thereof shall be credited to the General Fund.

Section 6. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Mark P. Jones
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240443

Submitted Department/Preparer: Water

Revised 11/01/23

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Estimating revenue in the amount of \$89,364.00; appropriating \$89,364.00 from the Unappropriated Fund Balance of the Sewer Special Assessments Project Fund; authorizing an \$89,364.00 design professional services Amendment No. 3 with Taliaferro & Browne, Inc., for the 55th and Bennington Avenue Phase II Sanitary Sewer project; authorizing a total contract amount of \$280,161.00; assessing the properties benefited; adding district sewers for Sewer District 11040; and recognizing this ordinance as having an accelerated effective date.

Discussion

Project Justification

The City of Kansas City, Missouri is in the process of eliminating areas where public sanitary sewers are not available to its residents.

One of the areas requiring the City's immediate attention is the residential neighborhood in and around 55th Street and Bennington Avenue. Sampling in the area shows higher than acceptable E. coli bacteria related to human waste. This is a potential health risk to the residents. While considered in the former Sewer District 719 and located just to the west Blue Parkway, the area survives primarily on septic tanks with no access to public sanitary sewer.

In response to the problem, the City has split Sewer District 719 into smaller districts. These are now Sewer Districts 11040, 11041, and 11042 along with a smaller Sewer District 719. Sewer District 11042, where the sampling has taken place, is the worst area of the neighborhood and will receive the most attention first. Connections to proposed sanitary sewer system for existing houses in this district will be available, while main extensions will be extended to the other three districts.

In 2007, Taliaferro & Browne, Inc. prepared sewer construction plans for Sewer District 11042. In 2013, the plans were updated with the addition of a 40' line across

Cambridge Avenue. The current project calls for updating the Sewer Plans as prepared in 2013.

Design Summary/Project Description

The City Council passed Ordinance No. 110252 on April 14, 2011 approving a \$54,994.00 Design Professional Services contract with Taliaferro & Browne Inc. as well as assessing properties benefitted for a special assessment.

The contract provided for the final design and construction phase services for new gravity sanitary sewer joint district and collection systems to serve existing residential areas in the vicinity of 55th and Bennington Avenue, which were designated as Sewer Districts No. 11040, 11041, 11042, and 719.

The City Council passed Ordinance No. 220063 on January 27, 2022 for a \$135,803.00 design professional services contract Amendment No. 1 for updated design drawings for current site conditions on this project.

The City executed a no-cost design professional services Amendment No. 2 to this project on December 8, 2022 which updated the engineering job classifications and salary rates on the project.

This proposed \$89,364.00 design professional services Amendment No. 3 will update the construction drawings by adding Sewer District 11040.

Contract Cost Summary

Original Contract:	\$54,994.00
Amendment No. 1:	\$135,803.00
Amendment No. 2:	\$0.00
<u>Proposed Amendment No. 3:</u>	<u>\$89,364.00</u>
Total:	\$280,161.00

MBE/WBE/SLBE Program

This project is exempt from the Small Local Business Enterprise (SLBE) and MBE/WBE program requirements due to age and contract dollar value.

Estimated Project Cost

The estimated cost of this project is \$280,161.00.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?

AL-3210-807170-611040-89003790 = \$89,364.00
Infill Sewer Projects; Sewer Special Assess Project Fund

3. How does the legislation affect the current fiscal year?
Work on this project will be done during Fiscal Year 25.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Invoices will be received during Fiscal Year 25.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
Revenue is being estimated for special assessment of affected property owners.

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No
2. This fund has a structural imbalance. Yes No
3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.

- Ensure adequate resources are provided for continued maintenance of existing infrastructure.
- Focus on delivery of safe connections to schools.

Prior Legislation

The City Council passed Ordinance No. 110252 on April 14, 2011 approving a \$54,994.00 design professional services contract for the final design and construction phase services for the 55th and Bennington Avenue Phase II Sanitary Sewer project as well as assessing properties benefitted for a special assessment.

The City Council passed Ordinance No. January 27, 2022 for a \$135,803.00 design professional services contract Amendment No. 1 for updated design drawings for current site conditions on this project.

Service Level Impacts

This project will provide sanitary sewer access to 11 additional properties within the 55th and Bennington project area.

Other Impacts

1. What will be the potential health impacts to any affected groups?
The installation of sanitary sewer in the project area will reduce the number or properties that are reliant on septic tanks. This will help improve water quality by lowering e.coli levels in groundwater.
2. How have those groups been engaged and involved in the development of this ordinance?
A public meeting was held on November 24, 2020 to notify residents of the upcoming project.
3. How does this legislation contribute to a sustainable Kansas City?
These projects will provide public sewer service to about 44 homes on 95 properties. This will reduce the potential for pollution through the elimination of septic tanks and improve the environment for all citizens in the project area.
4. Does this legislation create or preserve new housing units?

No (Press tab after selecting)

N/A

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

This project is exempt from the Small Local Business Enterprise (SLBE) and MBE/WBE program requirements due to age and contract dollar value.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



REQUEST FOR SUPPLEMENTAL REVENUE

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: Water Services Department

BUSINESS UNIT: KCMBU DATE: 4/3/2024 JOURNAL ID: _____

LEDGER GROUP: CAP REVENUE

<u>FY</u>	<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>
AL	3210	800000	485200		\$ 89,364.00

TOTAL 89,364.00

DESCRIPTION: _____

APPROVED BY: _____ DATE _____ APPROVED BY: DEPARTMENT HEAD _____ DATE _____



ORDINANCE NO. 240443

55th and Bennington Avenue Phase II Sanitary Sewer, Amendment No. 3

Estimating revenue in the amount of \$89,364.00; appropriating \$89,364.00 from the Unappropriated Fund Balance of the Sewer Special Assessments Project Fund; authorizing an \$89,364.00 design professional services Amendment No. 3 with Taliaferro & Browne, Inc., for the 55th and Bennington Avenue Phase II Sanitary Sewer project; authorizing a total contract amount of \$280,161.00; assessing the properties benefited; adding district sewers for Sewer District 11040; and recognizing this ordinance as having an accelerated effective date.

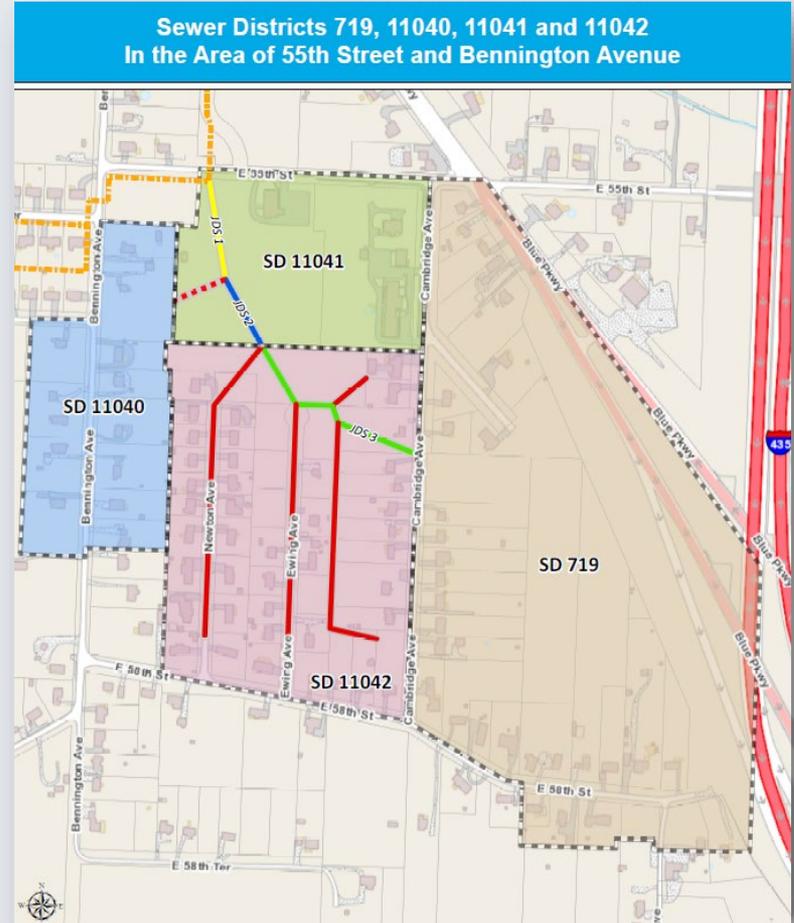
May 14, 2024

Transportation, Infrastructure & Operations
Committee



ORDINANCE NO. 240443

-  Future Extension
-  Local District Sewer
-  Joint District Sewer 1 (JDS 1)
-  Joint District Sewer 2 (JDS 2)
-  Joint District Sewer 3 (JDS 3)
-  Existing Public Sewer
-  Sewer District Boundary



THANK YOU



ORDINANCE NO. 240443 (Held in Committee)

55th and Bennington Avenue Phase II Sanitary Sewer, Amendment No. 3

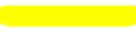
Estimating revenue in the amount of \$89,364.00; appropriating \$89,364.00 from the Unappropriated Fund Balance of the Sewer Special Assessments Project Fund; authorizing an \$89,364.00 design professional services Amendment No. 3 with Taliaferro & Browne, Inc., for the 55th and Bennington Avenue Phase II Sanitary Sewer project; authorizing a total contract amount of \$280,161.00; assessing the properties benefited; adding district sewers for Sewer District 11040; and recognizing this ordinance as having an accelerated effective date.

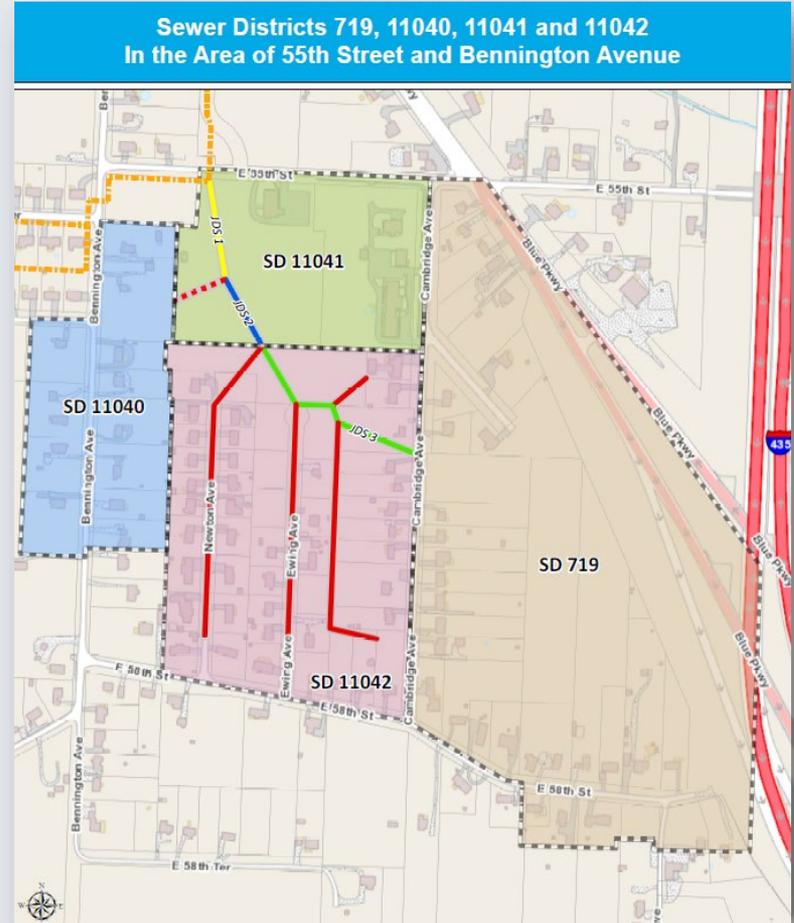
May 21, 2024

Transportation, Infrastructure & Operations
Committee



ORDINANCE NO. 240443 (Held in Committee)

-  Future Extension
-  Local District Sewer
-  Joint District Sewer 1 (JDS 1)
-  Joint District Sewer 2 (JDS 2)
-  Joint District Sewer 3 (JDS 3)
-  Existing Public Sewer
-  Sewer District Boundary



THANK YOU

Inter-Departmental Communication

Date: May 20, 2024

To: Councilman Kevin O'Neill; Chair; Transportation, Infrastructure & Operations Committee

From Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: Revised CUP Summary for Amendment 3 #:240443

CONTRACTOR:	Talliaferro & Browne, Inc.
Address:	1020 E. 8 th St. Kansas City, MO 64106
Contract #	1050 / 89003790 – 55 th St. & Bennington Ave. – Phase II Sanitary Sewer, Amendment 3
Contract Amount:	\$280,161.00 (\$89,364 on Amendment 3)
MBE Goal	100%
WBE Goal:	0%
Total MBE Achieved:	100%
Total WBE Achieved:	0%

MBE SUBCONTRACTORS:

Name:	Talliaferro & Browne, Inc.	
Address:	1020 E. 8 th St. Kansas City, MO 64106	
Scope of Work:	Engineering Design	
Subcontract Amount:	\$280,161	
Ownership:	Andebrhan, Hagos	
Structure:	African-American Male	Code: 15

Comments:

At the time that the original contract was issued, the contract was below the threshold for MBE/WBE goals and the SLBE program had not yet been established. On the first amendment the contract exceeded the threshold and the project was reviewed for MBE/WBE goals.

The prime contractor is a certified MBE and is participating on the contract as a self-performing prime contractor for MBE participation credit. CREO KC set the goals on the first amendment at 100% MBE and 0% WBE because there were no subcontracting opportunities available. The prime contractor indicated that Good Faith Efforts will be made to achieve WBE participation if any subcontracting opportunities are identified on the project in the future,

Page 2: 1050 / 89003790- 55th St. & Bennington Ave. Phase II Sanitary Sewer,
Amendment 3

Original Contract Amount:	\$ 54,994.00
Amendment 1:	\$135,803.00
Amendment 2:	<u>\$ 0.00</u>
Current Contract Amount:	\$190,797.00
Proposed Amendment 3:	<u>\$ 89,364.00</u>
Proposed Contract Amount:	\$280,161.00

According to B2G, \$117,154.70 has been paid to the prime contractor by the City to date.

WSP

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 89003790

CONTRACT NUMBER 1050

55th & Bennington, Phase II Sanitary Sewer

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and **Taliaferro & Browne, Inc.** (“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:

Project No. 89003970 – 55th & Bennington, Phase II-off Sanitary Sewer

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, incorporated into this Agreement as:

Attachment A - Scope of Services

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 C - Electronic Format Requirements And Naming Conventions

Attachment D - Construction Contract Bidding Documents Preparation / Submission Procedures for Design Professionals

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.

- a. The maximum amount that City shall pay Design Professional under this Agreement is \$54,994.00, as follows:
 - i. \$54,994.00 for the services performed by Design Professional under this Agreement.
 - ii. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to hourly rate of personnel for time charges directly to the project, A schedule of position classifications and the hourly rate for each position is included as a part of **Attachment E – Fee Estimate dated 02/08/2011**
3. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 - b. **Method of Payment.**
 - i. Design Professional shall invoice City MONTHLY setting forth the total effort expended on an hourly basis incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.

Condition Precedent to Payment.

- ii. 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
- iii. 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.

- iv. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

Attachment F - Non-Construction Application for Payment Form

Sec. 5. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City: Robert A Davis
Water Services Department
4800 E. 63rd St.
Kansas City, MO 64130
Tel: 816-513- Fax: 816-513-0343
Email address: robert.davis@kcmo.org

Design Professional: Taliaferro & Browne, Inc..
Hagos Andebrhan
1020 E. 8th St.
Kansas City, MO 64106
Tel: 816-283-3456 Fax: 816-283-0810
Email address: hagos@tb-engr.com

All notices are effective on the date mailed or deposited with courier.

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:

- c. 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.
- d. 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.

- e. Provide standard City forms as required.
- f. Provide City – Licensed Geographical Information System Data set forth in **Attachment G - City-Licensed Geographical Information System Data** 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
- Attachment B - Not Used
- Attachment C - Electronic Format Requirements and Naming Conventions
- Attachment D - Construction Contract Bidding Documents Preparation / Submission Procedures for Design Professionals
- Attachment E –Fee Estimate dated 02/08/2011
- Attachment F - Non-Construction Application for Payment Form
- Attachment G - City - Licensed Geographical Information System Data
- Attachment H - Project Schedule
- Attachment I - Non-Construction Subcontractors Listing
- Attachment J – Employee Eligibility Verification Affidavit
- Attachment K - Certificate of Insurance

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:

None

Sec.16. 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. 17. 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

Date: 02/11/11

this document on behalf of Design Professional
By: [Signature]
Name: HAGOS E. ANDEBRHAN
Title: CEO

Date: 4/25/11

KANSAS CITY, MISSOURI
By: [Signature]
Name: Terry Leeds
Title: Acting Director of Water Services

Secretary to the Board

Approved as to form:
[Signature]
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.

[Signature] 5/2/11
Director of Finance Date

APR 27 PM02:11

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory Employers Liability

\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. 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.

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

D. Regardless of any approval by City, it is the responsibility of Design Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. 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 an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions 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. the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, 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. 2-1604. LEED silver standard.

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

Sec. 6. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid 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 Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

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

Sec. 16. Affirmative Action.

Design Professional shall establish and maintain for the term of this Agreement an Affirmative Action Program 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. Design Professional shall not discriminate against any employee of applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 38 of City's Code. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further Agreements funded by City for a period of one (1) year. This is a material term of this Agreement.

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances

administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$120,000.01. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

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

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

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

89003790
55th & Bennington Ave. Phase 2 Sanitary Sewer
ATTACHMENT A
SCOPE OF SERVICES

General:

Revise sewer alignment, provide ROW documents for new properties, get final plans and specifications ready for bidding, provide bidding and construction services for Infill sanitary sewer extension in the vicinity of 55th St. and . Bennington Ave.

1. Final Bid Documents

- a. Schedule Kick-off Meeting to review scope, schedule of deliverables, and proposed plan changes with City's Staff; issue meeting agenda and meeting minutes following meeting.
 - (1) Modify drawings and specifications to include any update to notes, update signature page and other directly related revisions due to recent updates or changes in requirements or standards.
 - (2) Modify plans and provide additional survey, boring, plan and profile to move MH E-1 approximately 40' east across Cambridge Ave. east of Cambridge ROW.
- b. Revise easement documentation to modifications and provide title work to include ownership and encumbrance and tract maps or up to two properties impacted by the changes above in (2) (Title work shall not be over 180 days) per Attachment E, "Right-of-Way Review (Consultant Copy) Policy and Procedures Manual."
- c. Produce and deliver the final plan (#3) utility notices to all public and private utilities.
- d. Delivery of four (4) sets of review documents (24" x 36" drawings, specifications and engineer's estimate).
- e. Attend review meeting with the CITY and issue meeting minutes to all attendees.
- f. Incorporate City's review comments into final bid documents. Prepare detailed comment listing with responses.
- g. Update the Engineer's Opinion of probable construction cost to reflect changes.
- h. Provide bidding documents on disc (tiff or pdf format for drawings and pdf and WORD format for specifications and Engineer's Estimate in EXCELL), on City bid forms, for Bid Opening and one (1) set of 24 inch x 36 inch plans with all approvals and signatures.

2. Bid Phase Services

- a. Consult with and advise City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- b. Issue Utility Notice #4.
- c. Assist in the preparation of written addenda to the bidding documents as required or requested.
- d. Review bid tabulation and make award recommendation based on the bid tabs provided by the City.

3. **Construction Phase Services** The Design Professional shall provide the services and such other services as listed below.
- a. Attend Pre Construction Conference and review and approve project schedule.
 - b. Designate a representative(s) to attend meetings at the job site and review construction procedures upon request.
 - c. Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings.
 - d. Review and approve Work Change Directives.
 - e. Review and approve Change Orders.
 - f. Review and respond Request for Interpretation (RFI).
 - g. Determine Unit Prices.
 - h. Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities upon request.
 - i. Review and recommend on defective work.
 - j. Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in.
 - k. Review and recommend on claims and/or disputes.
 - l. Prepare mylar record drawings to show significant changes made during construction of the project based on final survey provided by the contractor.

ATTACHMENT C

ELECTRONIC FORMAT REQUIREMENTS

Drawings/plans

Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI.

The first 3 characters for the drawings # and then add 3 dashes to separate the drawing name.

Drawing Examples:

001---Cover-Sheet-and-INDEX.tif

030---A1-1.tif

121---M01.11.tif

CSI specification sections (project manuals)

CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI.

CSI specification sections should be separated by division with no spaces.

Spec Examples:

Division-00.pdf

Division-01.pdf

Division-16.pdf

ATTACHMENT D

Construction Contract Bidding Documents Preparation/Submission Procedures for Design Professionals

The City of Kansas City Contract Central requirements shall be followed in the preparation and processing of contract documents as required in Administrative Regulation 3-21. Capital Improvements Management Office (CIMO) – Contract Administrator will ensure that contracting requirements are met. Project Managers will coordinate Design Professional construction document preparation and submission activities with Contract Administrator and Project Controls.

1. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

- A. Design Professional will be provided with a copy of Kansas City Contract Central current General Conditions and other project specific boilerplate documents applicable to construction contracts for Divisions 00 and 01.
- B. Design Professional will review these documents and will advise the Contract Administrator, by form number of those documents that will not be required for the project manual and those documents that will need to be modified. The Design Professional will also advise of any documents they may be recommending for addition to the contract.

The following sections may be customized by the Design Professional according to specific project requirements. To assure clarity, it is the City's preference that the same information not be repeated in more than one location in the document.

00005 Certifications Page/s	01270 Unit Prices
00010 Table of Contents	01290 Payment Procedures
00015 List of Drawings	01310 Contract Management & Coordination
00210 Instructions to Bidders	01320 Construction Progress Documentation
00411 Itemized Prices	01322 Photographic Documentation
00412 Unit Prices	01330 Submittal Procedures
00413 Allowance Form	01400 Quality Requirements
00420 Alternates	01500 Temporary Facilities & Controls
00800 Supplementary Conditions	01600 Product Requirements
01100 Summary	01700 Execution Requirements
01140 Work Restrictions	01731 Cutting & Patching
01210 Allowances	01732 Selective Demolition
01230 Alternates	01770 Closeout Procedures
01250 Contract Modification Procedures	

- C. Design Professional will maintain the integrity of the Contract Central document footers.

- 1. The guidelines for Division 00 and 01 footers are as follows:

Each document will include a revision date in the lower right corner of the footer. This date will be modified with each document revision.

2. The guidelines for Division 2 – 16 footers are as follows: (The Design Professional may add additional project footer information)

Microsoft Word or Excel 2000 (9.0.3821 SR-1) to the Contract Administrator:

Division 01 in Microsoft Word or Excel 2000 (9.03821 SR-1)

Division 2-16 and completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images. No files may be larger than 3 megabytes in size.

2. DIVISIONS 2-16; TECHNICAL SPECIFICATION STANDARDS

A. GENERAL:

MARGINS, Top - 1", Bottom - 1", Right – 1", Left – 1". TAB SETTINGS, every 0.5". Applies to all sections of specifications.

B. SECTION HEADINGS:

FONT – Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT – Left; SPACING – Double.

C. PARAGRAPH HEADINGS:

FONT – Times New Roman (or approved equal), 11 point, ALIGNMENT – Left; SPACING – Double.

D. PARAGRAPH TEXT:

FONT – Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT – Left; SPACING – Single; Double spaced between paragraphs. INDENT, 0.5" left with 0.5" hanging indent, and additional 0.5" for each subparagraph.

E. PARAGRAPH NUMBERING AND FOOTERS:

Multilevel numbering following the MasterSpec numbering convention.

F. Sections 2 - 16 use the term "Architect". Change this term to "Design Professional".

3. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

At 90% completion, an electronic copy of any technical documents included in Division 01 and all documents included in Divisions 2 – 16 prepared by Design Professional is to be provided to Contract Administrator (Microsoft Word and/or Excel Format only). Design Professional is to submit final Engineer's Estimate 24 hours prior to Bid Opening on Form 00410 Bid Form/Contract and Form 00412 Unit Price Form (if applicable) or other bidding form specified in the bidding manual for the project. Form 00412 Unit Price Form is to be submitted in electronic format.

The originals and accompanying electronic files shall become the property of the City of Kansas City, Missouri, with all rights of use, editing or reuse by the City of Kansas City, Missouri for purposes of operating, maintaining and governing the City -governed entities. All electronic files shall be given to the CIMO Department on CD. CIMO reserves the right to disapprove any originals or electronic files that do not meet the prescribed specifications standards.

4. SCHEDULES

- A. Project Schedules must include adequate time for review and approval by the Contract Administrator and Project Manager, arrangements for Pre-Bid Conference, and scheduling of advertising.
- B. Once the schedule has been established, the Project Manager will coordinate subsequent schedule changes with the Contract Administrator as they occur.

5. PREPARING AND ISSUING ADDENDA

- A. When Design Professional prepares addenda, preparation schedules must include adequate time for review and approval by the Contract Administrator and Project Manager. The Project Manager will coordinate all addenda with the Contract Administrator using the Addendum Preparation Checklist and the Contract Central Addendum Form No. 00910.

6. PRE-BID/PRE-CONSTRUCTION CONFERENCE

The Pre-Bid and Pre-Construction Conference Agenda and Checklist samples are included for reference. The Project Manager will coordinate preparation of the document with the Design Professional and the Contract Administrator. All questions asked and answered during the course of a Pre-Bid meeting will be issued by Addendum.

If you have any questions regarding these instructions, please contact the Contract Administrator.

ATTACHMENT E

Fee Estimate

KCMO Proj. #89003790 (T&B Proj. #19-1131)

02/08/2011

3 Pages

FEE ESTIMATE - Additional Surveying & Engineering Services for 55th & Bennington Ave San. Sewer Ext. /KCMO Proj. # 89003790 (T&B Proj.#19-1131)

TASK	Engr. VII	Engr. V	Site Rep.	Drafter IV	Admin. Asst.	Survey Crew	Principal	Total
TASK 1: Final Bid Documents								
a. Kick-off Meeting w/ City Staff		8					1	10
1. Modify Drawings & Specifications		10		12			2	26
2. Additional Survey		40				(See Below)	2	42
b. Revise Easement Documentation		8						8
c. Issue Utility Notice No. 3		8			4			12
d. Submit Review Plans & Specs. to City		8		8	1			17
e. Review Modifications w/ City Staff		8					2	10
f. Incorporate City Comments	2	24		48				74
g. Update Engineer's Opinion of Probable Construction Cost	1	4						5
h. Provide Documents on Disc and Mylars		8		16				24
Subtotal Hours (Task 1.a thru 1.h)	3	126	0	84	8	0	7	228
Hourly Rate	\$120.00	\$105.00	\$80.00	\$85.00	\$60.00	\$140.00	\$210.00	
Subtotal Cost (Task 1.a thru 1.h)	\$360	\$13,230	\$0	\$7,140	\$480	\$0	\$1,470	\$22,680
i. Additional Field Survey, Acquiring 2 O&E's and Preparing Easement Documents								\$8,204
SUBTOTAL COST (TASK 1)								\$30,884

FEE ESTIMATE - Additional Surveying & Engineering Services for 55th & Bennington Ave San. Sewer Ext. /KCMO Proj. # 89003790 (T&B Proj.#19-1131)

TASK	Engr. VII	Engr. V	Site Rep.	Drafter IV	Admin. Asst.	Survey Crew	Principal	Total
TASK 2: Bid Phase Services								
a. Advise City on Substitute Materials		4						4
b. Issue Utility Notice No. 4		8			4			12
c. Prepare Addenda		8		4				12
d. Attend Pre-bid Meeting		4						4
e. Review Bid Tabulation and Make Contractor Recommendation	2	8						10
SUBTOTAL HOURS	2	32	0	4	4	0	0	42
HOURLY RATE	\$120.00	\$105.00	\$80.00	\$85.00	\$60.00	\$140.00	\$210.00	
SUBTOTAL COST (TASK 2)	\$240	\$3,360	\$0	\$340	\$240	\$0	\$0	\$4,180
TASK 3: Construction Phase Services								
a. Attend Pre-construction Conference and Review & Approve Project Schedule		4						4
b. Attend Job Site Meetings "Including preparation, driving & etc."		28						28
c. Review & Approve Substitutions, Materials Certification, and Shop Drawings		16						16
d. Review & Approve Work Change Directives		8						8
e. Review & Approve Change Orders		16						16
f. Review & Respond to RFI		16						16

FEE ESTIMATE - Additional Surveying & Engineering Services for 55th & Bennington Ave San. Sewer Ext. /KCMO Proj. # 89003790 (T&B Proj.#19-1131)

TASK	Engr. VII	Engr. V	Site Rep.	Drafter IV	Admin. Asst.	Survey Crew	Principal	Total
g. Determine Unit Prices		4						4
h. Review and Approve Contractor's Pay Application, Schedule of Values, and Verify Quantities		24						24
i. Review & Recommend on Defective Work		8						8
j. Recommend Substantial Completion, Attend Project Walkthroughs, Develop Punch Lists, and Approve Final Payment	4	12			1		1	18
k. Review & Recommend on Claims & Disputes	2	4						6
l. Prepare Record Drawings for Significant Changes during Construction		8		40				48
SUBTOTAL HOURS	6	148	0	40	1	0	1	196
HOURLY RATE	\$120.00	\$105.00	\$80.00	\$85.00	\$60.00	\$140.00	\$210.00	
SUBTOTAL COST (TASK 3)	\$720	\$15,540	\$0	\$3,400	\$60	\$0	\$210	\$19,930
TOTAL PROJECT COST (Tasks 1, 2 & 3)								\$54,994



NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number _____
Project Title _____

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

Final Payment

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
Maximum Obligation (1+2)	[3]	\$0.00
Total Work Completed to Date	[4]	\$0.00
Total Previous Payments	[5]	\$0.00
PAYMENT DUE CONTRACTOR (4-5)		[6] \$0.00

Instructions to Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses 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.
2. If this is the First application for payment and if Contract amount exceeds \$120,000.01, 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;** and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit Application to: Capital Improvements Management Office
 _____, Project Manager
 414 East 12th Street - City Hall, 18th Floor
 Kansas City, MO 64106

Contractor:

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

Kansas City:

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

ATTACHMENT G

CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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 H
PROJECT SCHEDULE

Project No. 89003790 – 55th & Bennington, Phase II Sanitary Sewer

Whenever any of the tasks below fall behind schedule by more than 30 days, Design Professional shall prepare and submit a revised schedule and recovery plan to the City for review and approval.

<u>Project Schedule</u>	<u>Date Completed</u>
Revised Plans and ROW Documents	90 Days from NTP
Final Did Documents	30 Days from ROW acquisition
Bid Phase Services	Based on bidding schedule
Construction phase Services	Based on construction schedule

ATTACHMENT I

Non-Construction Subcontractors Listing

Project No. 89003370 - 39th and Blue Ridge Cut-off Sanitary Sewer

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: _____

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

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1050 PROJECT NO. 89003790
PROJECT TITLE – 55th & Bennington, Phase II Sanitary Sewer
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Tallaferro & Browne, Inc. (Design Professional). The parties amend the Agreement entered into on May 5, 2011, as follows:

WHEREAS, City has previously entered into a contract dated June 6, 2005 in the amount of \$93,790.00; and

WHEREAS, the City has previously entered into Amendment No. 1 dated June 14, 2007, in the amount of \$3,200.00; and

WHEREAS, the City has previously reactivated the project and entered into a new contract on May 5, 2011 in the amount of \$54,994.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$135,803.00, to amend the total contract amount to \$190,797.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 1, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A1 – Scope of Services for Final Design Phase.
- b. Under Attachment E – Engineering Fee Summary and Schedule of Position Classifications, add Attachment E1 – Engineering Fee and Summary for Final Design Phase.
- c. Add Sec. 9. 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.

B. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation, Subparagraph A and replace with the following Sec. 4. Compensation Subparagraph A:

The maximum amount that City shall pay Design Professional under this Agreement is \$190,797.00, as follows:

- i. \$190,797.00 for the services performed by Design Professional under this Agreement.
- ii. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position are included as a part of Attachment E.
- iii. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

**ATTACHMENT A1 – AMENDMENT NO. 1 SCOPE OF SERVICES FOR
FINAL DESIGN PHASE**

89003790
**55th & Bennington Ave. Phase 2 Sanitary Sewer
ATTACHMENT A
SCOPE OF SERVICES**

Introduction:

The City of Kansas, Missouri is in the process of eliminating areas where public sanitary sewers are not available to its residents. To aid in this process, the City has received funding from the Missouri Department of Natural Resources' State Revolving Fund. This fund, supported by the Environmental Protection Agency (EPA), will be used to finance about fifty percent of the sanitary sewer construction costs.

One of the areas requiring the City's immediate attention is the residential neighborhood in and around 55th Street and Bennington Avenue. Sampling in the area shows higher than acceptable of E. coli bacteria related to human waste. This is a potential health risk to the residents. While considered in the former Sewer District 719 and located just to the west Blue Parkway, the area survives primarily on septic tanks with no access to public sanitary sewer.

In response to the problem, the City has split Sewer District 719 into smaller districts. These are now Sewer Districts 11040, 11041, & 11042 along with a smaller Sewer District 719. Sewer District 11042, where the sampling has taken place, is the worst area of the neighborhood and will receive the most attention first. Connections to proposed sanitary sewer system for existing houses in this district will be available, while main extensions will be extended to the other three districts.

In 2007, Taliaferro & Browne, Inc., prepared sewer construction plans for Sewer District 11042. In 2013 the plans were updated with the addition of a 40' line across Cambridge Ave.

The current project calls for updating the Sewer Plans as prepared in 2013.

A. Construction Plan Updates:

Review and/or update: topography, utility information (re-issue Public Improvement Notice 1), re-establish survey controls, survey field check, update topography, review and update the plans, update title sheet, update Engineer Opinion of Probable Cost Estimate, Update Technical Specifications, Follow up with Utility Owners (Public Improvements 2 through 4), update easement and assessment plans, update the current plans, create/develop 95% documents for review, prepare 100% construction plans, specifications, and documents. Provide bidding assistance, construction phase services, and preparation of as-built mylar drawings for Infill sanitary sewer extension in the vicinity of 55th St. and Bennington Ave.

1. Final Bid Documents

- a. Schedule Kick-off Meeting to review scope, schedule of deliverables, and propose updates for the current plans and other documents with Water Service Department's Staff; issue meeting agenda and meeting minutes following each meeting.

- (1) Modify drawings and specifications to include any update to notes, update title sheet, signature page and other directly related revisions due to recent updates or changes in requirements or standards.
 - (2) Update plans and base map per updated field check, survey topography of any changes of existing features, utilities, and Ownerships.
 - (3) Update Survey Layout and re-establish Controls.
 - (4) Update Engineer's Opinion of Probable Cost Estimate.
- b. Review and update temporary easement drawings, documentations, and legal descriptions. WSD to provide information regarding all title work to be used to update legal descriptions and tract maps. (Title work shall not be over 180 days). This work will entail preparation of 30 tract maps and temporary easement descriptions.
 - c. Produce and deliver the 95% and final plans, technical specifications, Engineer Cost Estimates, and utility logs for utility notices to all utility owners.
 - d. Delivery of four (4) sets of review documents (24" x 36" drawings, technical specifications, and engineer's cost estimate)
 - e. Attend review meeting with the CITY and issue meeting minutes to all attendees.
 - f. Incorporate City's review comments into final bid documents. Prepare detailed comment listing with responses.
 - g. Update the Engineer's Opinion of probable construction cost to reflect changes.
 - h. Provide bidding drawings on disc (pdf format), WORD format for specifications, and Engineer's Estimate in MS EXCEL, on City bid form for Bid Opening, and one (1) set of 24-inch x 36-inch plans with all approvals and signatures.
- 2. Pre-Bid Phase Services**
- a. Coordinate with Water Services Department for any latest comments and incorporate with construction documents.
 - b. Provide the latest Utility-Log and Statuses of any required utility relocations.
 - c. Provide a set of revised/updated Hard Copy of the plans and Latest Electronic Files to WSD.
 - d. Consult with WSD and advice regarding Bidding Date and construction schedule or time period.
- 3. Bid Phase Services**
- a. Consult with and advise City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
 - b. Issue Utility Notice #4.
 - c. Assist in the preparation of written addenda to the bidding documents as required or requested.
 - d. Review bid tabulation and make award recommendation based on the bid tabs provided by the City.

**ATTACHMENT E1 – AMENDMENT NO. 1 ENGINEERING FEE
SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS FOR
FINAL DESIGN PHASE**

Updating Phase 2 Plans - 55th St and Bennington Sanitary Sewer

TASK	Engineer VII	Engineer V	Drafter III	Admin. Asst.	Struct. III	Principal	Total
TASK 1 PROJECT MANAGEMENT & ADMINISTRATION							
1.1 Project Set Up and Work Plan Development	8						
1.2 General Project Management and Supervision	12					2	10
1.3 Quality Control, Quality Assurance, and Project Reviews	10	6				2	18
TASK 2 - PROJECT MEETINGS & FIELD CHECK							
2.1 Field Check (Visually check Topo Features and Utilities:) 6 Plan & Profile Sheets	8	8					
2.2 Misc. Online Meetings with the Client	8						16
2.3 Gathering Utility Records (Repeat Public Improvements Notice 1) and follow-ups	8						16
2.4 Follow up with Utility Owners with conflicts (Public Improvement Notice 2 through 3)	8	16					24
2.5 Direct Contact, Coordinate, & Field Meeting w/ Utility Owners for any Relocation Features	6	6					12
2.6 Team Plans Review (Discussing and going over WSD review comments)	8	8					16
2.7 Public Meeting, Coordination, and Attendance	8	8					16
TASK 3 - 95% PLANS & Documents SUBMITTAL							
3.1 Updating Base Drawings for Plans (with GIS, Google Earth, Field Observation data, City Parcel Maps, Utility Records, and Survey Field Work Data)	8	24	64			4	100
3.2 Update and modify Title Sheet to match WSD new standards			8				8
3.3 Update General Layout Plan	1		8				9
3.4 Update survey layout and controls plan	2	4	16				22
3.5 Update Plan & Profile Sheets	2	8	24				34
3.6 Update Erosion & Sediment Control Plan	2	2	8				12
3.7 Update Traffic Control Plan	2	4	4				10
3.8 Review and Update Easement Summary Table and Drawings	8	8	12				30
3.9 Review and Update Assessment Table	4	4	12			2	22
3.10 Technical Specifications	8	12				2	22
3.11 Engineer Opinion of Probable Cost Estimate	4	8				2	14

Updating Phase 2 Plans - 55th St and Bennington Sanitary Sewer

TASK	Engineer VII	Engineer V	Drafter III	Admin. Asst.	Struct. III	Principal	Total
TASK 4 - Construction Plans & Documents							
4.1 Incorporate WSD 95% Review Comments with Plans	4	8	32				44
4.2 Prepare 100% Construction Plans	8	8	32				48
4.3 Update Technical Specifications	4						4
4.4 Update Engineer Opinion of Probable Cost Estimate	2					2	4
TASK 5 - Pre-Bid Phase Services							
5.1 Consult with and WSD and update construction documents	4		4			1	9
5.2 Provide latest utility-log	8		8			1	17
5.3 Prepare hard copy and electronic copy of plans.	4		4			1	9
5.4 Consult with WSD regarding bid date and other issues.	2		4			1	7
TASK 6 - Bid Phase Services							
5.1 Consult with and advise City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.	4					1	5
5.2 Issue Utility Notice #4.	8						8
5.3 Assist in the preparation of written addenda to the bidding documents as required or reqd.	8					1	9
5.4 Review bid tabulation and make award recommendation based on the bid tabs provided	8					1	9
TOTAL HOURS	189	170	240	0	0	27	626

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

**CONTRACT NO. 1050 PROJECT NO. 890003790
55th & BENNINGTON, PHASE II SANITARY SEWER
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Taliaferro & Browne, Inc. (Design Professional). The parties amend the Agreement entered into on May 5, 2011, as follows:

WHEREAS, City has previously entered into a contract dated May 5, 2011 in the amount of \$54,994.00; and

WHEREAS, City has previously entered into an Amendment No. 1 dated April 4, 2022 in the amount of \$135,803.00 to amend the total contract amount to \$190,797.00; and

WHEREAS, the City desires to execute a No Cost Amendment No 2; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following attachment:

- a. Under Attachment E, Engineering Fee Summary and Schedule of Position Classifications, add Attachment E-2, Engineering Fee and Summary for Final Design Phase for Amendment No. 2.

B. Delete and replace the following section(s):

- a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$190,797.00, as follows:
 1. \$190,797.00 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 I**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments E, E-1, and E-2**. A schedule

of expenses and position classifications with the billing rate for each position is included as a part of **Attachments E, E-1, and E-2**. 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 amendment execution date.

- 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 \$0.00. The following are the reimbursable expenses that City has approved: not applicable.
 - b. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. Method of Payment.
- a. 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.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: Nov. 9, 2022

Michael Nosseir, P.E.

Title:

Senior Project Manager

KANSAS CITY, MISSOURI

By:

Date: 12/8/2022

DocuSigned by:

Brian Hess

Title:

smart Sewer Officer

DocuSigned by:

Wes Minder

50CCF2C28AE1472...

Approved as to form:

DocuSigned by:

Mark Jones

Assistant City Attorney

PROJECT NO. 89003790 CONTRACT NO. 1050
55TH AND BENNINGTON, PHASE II SANITARY SEWER

Staff Classification	Minimum Regular Hourly Pay Rate (Revised)	Maximum Regular Hourly Pay Rate (Revised)	Regular Time Multiplier	Minimum Regular Hourly Charge out Rate	Maximum Regular Hourly Charge out Rate	Minimum Overtime Pay Rate	Maximum Overtime Pay Rate	Minimum Overtime Charge out Rate	Maximum Overtime Charge out Rate
Engineering Intern	\$13.00	\$17.60	3.04	\$39.52	\$53.50	\$13.00	\$17.60	\$39.52	\$53.50
Engineering Technician I	\$16.00	\$19.79	3.04	\$48.64	\$60.16	\$16.00	\$19.79	\$48.64	\$60.16
Engineering Technician II	\$18.00	\$23.09	3.04	\$54.72	\$70.19	\$18.00	\$23.09	\$54.72	\$70.19
Engineering Technician III	\$21.00	\$25.29	3.04	\$63.84	\$76.69	\$21.00	\$25.29	\$63.84	\$76.69
Engineering Technician IV	\$23.00	\$27.49	3.04	\$69.92	\$83.57	\$23.00	\$27.49	\$69.92	\$83.57
Engineering Technician V	\$25.00	\$29.69	3.04	\$76.00	\$90.26	\$25.00	\$29.69	\$76.00	\$90.26
Engineering Technician VI	\$27.00	\$34.65	3.04	\$82.08	\$105.34	\$27.00	\$34.65	\$82.08	\$105.34
Engineering Technician VII	\$29.00	\$44.10	3.04	\$88.16	\$134.06	\$29.00	\$44.10	\$88.16	\$134.06
Engineering Technician VIII	\$34.00	\$40.69	3.04	\$103.36	\$123.70	\$34.00	\$40.69	\$103.36	\$123.70
Engineering Technician IX	\$37.00	\$48.51	3.04	\$112.48	\$147.47	\$37.00	\$48.51	\$112.48	\$147.47
Engineering Technician X	\$44.10	\$53.36	3.04	\$134.06	\$162.21	\$44.10	\$53.36	\$134.06	\$162.21
Engineer/Architect I	\$23.80	\$29.71	3.04	\$72.35	\$90.32	\$23.80	\$29.71	\$72.35	\$90.32
Engineer/Architect II	\$25.51	\$34.66	3.04	\$77.55	\$105.37	\$25.51	\$34.66	\$77.55	\$105.37
Engineer/Architect III	\$31.52	\$40.84	3.04	\$95.82	\$124.15	\$31.52	\$40.84	\$95.82	\$124.15
Engineer/Architect IV	\$37.14	\$42.09	3.04	\$112.91	\$127.95	\$37.14	\$42.09	\$112.91	\$127.95
Engineer/Architect V	\$38.27	\$47.04	3.04	\$116.34	\$143.00	\$38.27	\$47.04	\$116.34	\$143.00
Engineer/Architect VI	\$42.77	\$51.32	3.04	\$130.02	\$156.01	\$42.77	\$51.32	\$130.02	\$156.01
Engineer/Architect VII	\$46.66	\$54.45	3.04	\$141.85	\$165.53	\$46.66	\$54.45	\$141.85	\$165.53
Engineer/Architect VIII	\$49.51	\$60.65	3.04	\$150.51	\$184.38	\$49.51	\$60.65	\$150.51	\$184.38
Engineer/Architect IX	\$55.15	\$63.66	3.04	\$167.66	\$193.53	\$55.15	\$63.66	\$167.66	\$193.53
Engineer/Architect X	\$57.88	\$66.85	3.04	\$175.96	\$203.22	\$57.88	\$66.85	\$175.96	\$203.22
Professional Land Surveyor I	\$22.51	\$31.23	3.04	\$68.43	\$94.94	\$22.51	\$31.23	\$68.43	\$94.94
Professional Land Surveyor II	\$28.40	\$35.35	3.04	\$86.34	\$107.46	\$28.40	\$35.35	\$86.34	\$107.46
Professional Land Surveyor III	\$32.15	\$40.07	3.04	\$97.74	\$121.81	\$32.15	\$40.07	\$97.74	\$121.81
Professional Land Surveyor IV	\$36.44	\$48.51	3.04	\$110.78	\$147.47	\$36.44	\$48.51	\$110.78	\$147.47
Administrative Assistant I	\$11.25	\$17.33	3.04	\$34.20	\$52.68	\$11.25	\$17.33	\$34.20	\$52.68
Administrative Assistant II	\$16.03	\$27.24	3.04	\$48.73	\$82.81	\$16.03	\$27.24	\$48.73	\$82.81
Administrative Assistant III	\$24.77	\$28.29	3.04	\$75.30	\$86.00	\$24.77	\$28.29	\$75.30	\$86.00
Principal	\$75.02	\$92.54	3.04	\$228.06	\$281.32	\$75.02	\$92.54	\$228.06	\$281.32

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 1050 PROJECT NO. 890003790
55TH AND BENNINGTON, PHASE II SANITARY SEWER
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Taliaferro & Browne, Inc. (Design Professional). The parties amend the Agreement entered into on May 5, 2011, as follows:

WHEREAS, City has previously entered into a contract dated May 5, 2011 in the amount of \$54,994.00: and

WHEREAS, City has previously entered in an Amendment No. 1 dated April 4, 2022 in the amount of \$135,803.00 to amend the total contract amount to \$190,797.00; and

WHEREAS, City has previously entered in a no-cost Amendment No. 2 dated December 8, 2022; and

WHEREAS, the City desires to execute an Amendment No. 3, in the amount of \$89,364.00, to amend the total contract amount to \$280,161.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 3, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Attachment E-3, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 3
 - b. Attachment L, CREO Contract Assurances Addendum
- B. Delete and replace the following attachment/section:
 - a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services Part II, Standard Terms and Conditions
 - b. Delete Sec. 4, Compensation and Reimbursable, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount the City shall pay Design Professional under this Agreement is **\$280,161.00**.

- 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 I**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments E through E-3**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments E through E-3**. 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 amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional and reproduction of deliverables.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachments E through E-3**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional’s Basic Services defined in **Attachments A and A1** by written authorization to the Design Professional to

reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.

7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachments E through E-3** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A and A1** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachments A and A1**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, including a breakdown of previous invoiced amounts, total contract amounts, and total of approved optional service amounts, monthly status report, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

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)