



**City of Kansas City, Missouri
General Services Department
Yolanda McKinzy, Director**

☐ Executed Contract File
☐ Contractor
☐ Surety
☐ Project Manager

Project Manual

CONTRACT NO. EV3711-02

IDIQ TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND REPAIR

Project Manager: Uday Manepalli
Telephone: 816-513-4711
Email: uday.manepalli@kcmo.org

Contract Administrator: Quintin Leaders, Sr. Procurement Officer
General Services Department
1st Floor, City Hall, 414 East 12th Street
Kansas City, MO 64106
(816) 513-0837 Phone
E-mail: Quintin.leaders@kcmo.org



FACILITY REPAIR & MAINTENANCE INSTRUCTIONS TO BIDDERS

Project/Contract No. **EV3711-02**

Project Title **IDIQ TRAFFIC SIGNAL CONSTRUCTION,
MAINTENANCE AND REPAIR**

1. Sealed Bids ***EV3711 – IDIQ TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND REPAIR*** will be received by the General Services Department until **2:00 P.M., June 10, 2025**, at which time bidding will be closed.

- a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security, if required, shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
- b. All Bids shall be addressed to the Manager of Procurement Services, shall state on the outside of the sealed Bid envelope “Bid Enclosed”, title and Project /Contract number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of the City. The City intends to have multiple awards.

2. **Bid Package** The Bid Package (“Bidding Documents”) contains the following:

Facility Repair and Maintenance Contract Part I and II

Attachment A – Scope of Services

Attachment B – Facility Repair & Maintenance Bid Form/Contract

00410.01 Experience Reference Summary

00412 Unit Prices

Attachment C – 01290.01 Application for Payment

01290.02 Schedule of Values

Attachment D – CREO KC Forms & Instructions

00440 CREO KC 5: Construction Contract CREO KC Instructions

00450 CREO KC 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 CREO KC 10: Timetable for MBE/WBE Utilization

00470 CREO KC 11: Request for Modification or Substitution

00485 CREO KC Monthly Reporting Instructions

Attachment E - Bonds

00610 Performance and Maintenance Bond

00615 Payment Bond

Attachment F – 00830 Wage Rate Requirements

Annual Wage Order No. 32

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Building

Division of Labor Standards Rules & Regulations
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment G – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment H – 00620 Insurance Certificate

Attachment I – 00630 Revenue Clearance Release Authorization

Attachment J – 00515.01 Employee Eligibility Verification Affidavit

3. **Bid Submittal** The following items should be completed and returned to the City with your Bid:

- a. Bid Form/Unit Prices
- b. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)
 - (1). GC Project Manager
 - (2). On-Site Field Superintendent
 - (3). QC/QA Manager
 - (4). Safety Officer
- c. For each of the Key Personnel, provide the following background information.
 - (1). Years of employment with current employer.
 - (2). City of residence.
 - (3). Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project.
 - (4). Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- d. Discuss generally the tasks involved in the Project.
- e. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.
- f. Submit a bid schedule with anticipated milestones for the Project using Primavera Project Planner® or Primavera SureTrak® Project Manager Software.
- g. Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- h. Summary of the Project Safety Plan for the Project.
 - (1). Describe how Bidder proposes to address any unique safety issues for the Project
 - (2). Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects.

(3). Statement of Bidder's Experience Modification Ratio (EMR)

- i. Discuss Bidder's understanding of the traffic control required for the Project, if applicable, and how traffic control will impact the Project schedule. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.
- j. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- k. Outline key community relations issues and how they might be resolved.
- l. Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.
- m. Summary of Bidder's Quality Assurance/Quality Control Plan for this project
- n. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- o. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program requirements have been met.
- p. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
- q. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- r. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.
- s. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.
- t. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects
- u. Other

4. **Consideration of Bids** The City will determine the lowest, responsive and responsible Bid. Price will not be the only consideration in that selection process.

- a. Bid Alternates, if accepted, will be selected in any order or combination. The City reserves the right to include alternates in determining the lowest, responsive and responsible Bid.

- b. The City shall let the contract to the lowest responsive and responsible bidder; however, the City may reject any or all bids, including, without limitation, all nonconforming, non-responsive, unbalanced or conditional bids and may reject the Bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder.

- c. The City reserves the right to waive irregularities and/or formalities.

5. **Rejection of All Bids** If the City rejects all Bids, the City may re-solicit Bids only from those Bidders that submitted a Bid pursuant to the original Invitation for Bids and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines that the delay from the normal solicitation procedure would not be in the City's best interests.

6. **Bids that Exceed the City Department's Available Funds** A director may negotiate a revised Bid with the apparent lowest, responsive and responsible bidder, including changes in Bid requirements, price, scope or quantity if: (a) the Bid is more than the appropriation or relevant budget item for this project; and (b) it is not in the City's best interests to re-solicit Bids because of time or other circumstances.

7. **Late Bids and Modifications**

- a. Bids and modifications of received after bid opening will not be considered unless: (1) they are sent by a delivery method that guarantees the bid will be delivered prior to the time of bid opening; or (2) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt.
- b. If an emergency, weather or unanticipated event poses an interruption so that bids might not be received at the City office designated for receipt of bids by the exact time specified in the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the City declares normal government operations resume.
- c. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid.

8. **Waiver of Bid Requirements** The City Manager or his/her delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's code of ordinances when it finds failure to grant the waiver would be detrimental to preserving the public health, welfare, safety or essential operations of the City; or the waiver is necessary in order to participate in a purchasing pool or cooperative or a contract derived from a purchasing pool or cooperative; or the good, supply, material, equipment or service is from a sole source; or failure to grant the waiver would result in an increased cost to the City, the requirement is one that would be waived for any bidder or proposer responding to the solicitation, and it is in the best interest of the City to grant the waiver; or it is otherwise in the best interests of the city for any other reason as determined by the City Council.

9. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the Contracting Officer listed at the end of these Instructions to

Bidders. Interpretations or clarifications considered necessary by the Contracting Officer in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

10. **Affirmative Action** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00 and employs fifty (50) or more persons. If you have any questions regarding the City's Affirmative Action requirements, please contact CREO KC at (816) 513-1836 or visit the City's website at www.kcmo.gov.

11. **Buy American and Missouri Preference Policies** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

12. **Contract Bonding Requirements** The successful Bidder will be required to furnish a Payment Bond and a Performance Bond as security for the faithful performance of the Work and the payment of all bills and obligations arising from the performance of the Contract.

13. **Indemnification** This Contract contains a requirement that the Contractor shall indemnify, defend and hold harmless City and any of its agencies, officials, officers, or employees from and against all Claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of City, its agencies, officials, officers, or employees. This Contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Bidder has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

14. **Bid Security Requirements** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid, the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City.

15. **Forfeiture/Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. If a Bidder fails or refuses to correct such mistake or to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages and the Bidder shall also be subject to debarment and damages.

16. **MBE/WBE/DBE Program Requirements** The City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are fifteen percent (6%) MBE participation and fifteen percent (6%) WBE participation. The City's CREO KC Forms and Instructions are incorporated into this Instruction to Bidders and are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS. The MBE/WBE/DBE Directory is available on the City's website at www.kcmo.gov. Please call the Civil Rights and Equal Opportunity Department at (816) 513-1836 for assistance.

Successful Bidder shall be required to use City's Internet web-based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided MBE/WBE Program Reporting System for all applicable personnel and shall require subcontractors/subconsultants to submit same.

17. **Waiver of MBE/WBE/DBE Requirements** The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Bid document or the MBE/WBE/DBE Ordinance and award the Contract to the lowest, responsive and responsible Bidder if the City Council determines a waiver is in the best interests of the City.

18. **Contract Information Management System**. Successful Bidder shall be required to use City's Internet web-based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

19. **Prevailing Wage Requirements** The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Prevailing subcontractors to submit same.

20. **Workforce Program Requirements** City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women workforce. The City's CREO KC Forms and CREO KC Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

Successful Bidder shall be required to use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's

provided Workforce Program Reporting System for all applicable personnel and shall require subcontractors to submit the same.

21. Forward all questions in writing to the following Project Manager and/or Contract Administrator. Questions received less than five (5) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Quintin Leaders, Sr. Procurement Officer
General Services Department
1st Floor, City Hall, 414 East 12th Street
Kansas City, MO 64106
(816) 513-0837 Phone
E-mail: Quintin.leaders@kcmo.org



For persons with disabilities needing reasonable accommodations please contact Andrea Dorch at 816-513-1818 or Paul Pierce at 816-513-1824. If you need to use the Relay Missouri Center call 1-800-RELAY-MO (1-800-735-2966).

ATTACHMENT A
CONTRACT NO. EV3711 – IDIQ TRAFFIC SIGNAL CONSTRUCTION,
MAINTENANCE AND REPAIR

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. The work required consists of providing City-Wide Traffic Signal construction, maintenance and repair in Jackson, Clay, Platte and Cass Counties in accordance with the terms and specifications of this Contract.
2. This is an indefinite delivery indefinite quantity (IDIQ) contract and individual Work Orders will be issued with specified quantities for a particular location/project and schedule for completion.
3. This is a unit price Contract. The Contract contains measurement and payment sections in the technical specifications which describes each item of work and the ancillary items that are to be included in the work item. All work is to be included in these work items. No compensation for additional work will be made.
4. This contract is available to all City departments requiring the services provided under this contract.
5. The contract is for use on planned projects as well as when unforeseen situations arise which require expeditious service.
6. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
 - a. Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - b. Skilled tradesmen shall be provided to perform all work required under this Contract.
 - c. Contractor shall maintain direct communication capability with the City's Representative 24 hours a day, seven (7) days a week, during the Contract period.
 - d. Emergency Work - Respond to the service location with two (2) hours of receiving notification from the City Representative.
 - e. Non-Emergency - Schedule within three (3) working days of notification or as otherwise approved by the City's Representative.
 - f. Perform any and all work requested by City.
 - g. Conferences will be held at the request of City or Contractor.

B. SERVICES TO BE PERFORMED

1. The work required consists of the installation, repair and maintenance of traffic signal equipment, along with necessary ADA ramp modifications, at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include but not be limited to:
 - a. Installing new traffic signals as requested by the City.
 - b. Maintenance work orders to repair traffic signal equipment on an as-needed basis.
 - c. Emergency repairs of traffic signal equipment on short notice where life safety conditions are reported and must be quickly restored to a safe condition.
 - d. Provide all necessary excavation/trenching/ grading/forming equipment and supplies.

C. AUTHORIZATION TO WORK

1. When service is needed for an individual project, the City may notify Contractor(s) by phone, email or fax.
 - a. Contractor(s) shall submit, at no cost to the City, a binding project specification/cost proposal to the departmental City Representative within seven (7) days of notification; unless an alternate time is specified by the City Representative.
 - b. Contractor shall submit the proposal on the City's Cost Proposal form (**sample attached**), based upon **Attachment B Bid Form** and **Attachment B1 00412 Unit Prices**.
 - c. Particular unit prices may be negotiated for items not covered or different from the units bid.
 - d. Contractor shall not begin work until the City issues a Purchase Order to Contractor and the City has given Contractor a Work Authorization.
 - e. If after work begins, unforeseen issues arise, changes to the proposal will be documented and approved using City's 00945 Work Change Directive (**form attached**). Final costs of the additional work will be incorporated into the approved Purchase Order by means of a Change Order to the Purchase Order.
2. If emergency project should occur, City's Representative will coordinate with Contractor on scope and schedule.
3. Stop Work Orders
 - a. The City reserves the right to verbally order that all work cease on a project at any time.
 - b. The individuals authorized to issue verbal work stop orders are:
 - (1) City's representative
 - (2) City Risk Manager
 - c. The City will be obligated to pay for supplies used and service performed up to the

stop work order.

D. TECHNICAL SPECIFICATIONS – ATTACHMENT A1

1. KCMO TSS-500B – Traffic Signal Specification
2. KCMO Traffic Signal Standard Drawings
3. KCMO Technical Special Provisions, as included in this Contract.

E. “GREEN”, ECO-FRIENDLY, AND SUSTAINABLE PRODUCT

1. Contractor shall include in their project proposals any “green, eco-friendly or sustainable” products as requested by City.

F. CONTRACTOR RESPONSIBILITIES

1. Based on City supplied plans or markups, prepare binding cost estimate for each project requested by the City, at no cost to the City.
2. Supply all personnel, equipment, supplies, and services to complete the requested project.
3. Prior to ordering equipment, supply Shop Drawings to the City approval.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
 - a. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - b. Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
 - c. Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
 - d. At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
 - e. The superintendent will be Contractor’s representative at the Site and shall have authority to act on behalf of Contractor.
 - f. All communications given to or received from the superintendent shall be binding on Contractor.
 - g. If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

7. All materials shall be of good quality as provided in the Contract documents.

G. SITE INSPECTIONS

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.

H. JOB SITE ADMINISTRATION

1. General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.

I. USE OF SITE

1. Contractor shall minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during tree removal operations.
2. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
3. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
4. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
5. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
6. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
7. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
8. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
9. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

ATTACHMENT A1
TECHNICAL SPECIAL PROVISIONS
FOR
CITY OF KANSAS CITY, MISSOURI
IDIQ 3711 – TRAFFIC SIGNAL CONSTRUCTION,
MAINTENANCE AND REPAIR

**TECHNICAL SPECIAL PROVISIONS FOR
CITY OF KANSAS CITY, MISSOURI
IDIQ 3711 – TRAFFIC SIGNAL CONSTRUCTION,
MAINTENANCE AND REPAIR
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**TECHNICAL SPECIAL PROVISIONS FOR
CITY OF KANSAS CITY, MISSOURI
IDIQ 3711 – TRAFFIC SIGNAL CONSTRUCTION,
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**TECHNICAL SPECIAL PROVISIONS FOR
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The following requirements are intended to supplement the City of Kansas City, Missouri TSS-500B specifications except as noted below. Refer to the TSS-500B latest edition, for additional requirements. The TSS-500B and the Traffic Signal Standard Drawings are located here: <https://www.kcmo.gov/city-hall/departments/public-works/traffic-signal-specifications-and-drawings>

SECTION 1 - SCOPE OF PROJECT

The work under this EV3711 IDIQ Contract consists of furnishing and installing all equipment and materials necessary for the installation, maintenance and repair of traffic signals.

The communications subsystems to be furnished and installed by the Contractor shall include all field electronic elements; lightning and surge protection elements; and user-owned fiber optic cable as defined in the Plans; and all auxiliary cabinets, hardware and wiring incidental to the transmission of data between the traffic control computers and the field locations.

The Contractor shall assume full responsibility for ensuring the successful construction and proper operation of the system components. The Contractor shall be fully responsible for all hardware design, testing, training and documentation as detailed in this Technical Special Provision. Also, the contractor shall be fully responsible for maintaining all existing traffic signal equipment from the date of the construction until all the signal equipment is removed and delivered in good condition to 5310 Municipal Ave.

This Technical Special Provision provides detailed operational and technical requirements for specific elements of the signal system necessary to satisfy the objective of this project. Elements of the signal system include but, are not limited to the following:

- Communications Cable and Equipment
- Controller and Cabinet Assemblies
- Detection Equipment and
- other traffic signal infrastructure included in the project

All special features that are required by this Technical Special Provision and the City's additional requirements at the time of bid letting shall be complied with by the Contractor. Some intersections will be under construction or will have been widened and/or improved between the times the Plans were prepared and the Notice to Proceed was issued. If these changes result in a reduced workload for the Contractor, it shall not constitute additional compensation. The Contractor shall anticipate such improvements and at some intersections, quantities may be reduced, resulting in an "under-run".

1.1 Communications

The Contractor shall furnish and install a communications network to allow the central computer to exchange data with the intersection controllers. The Contractor shall furnish and install the cable network between some of the intersections. The cable network shall consist of fiber optic communications cable and equipment installed underground in conduit as shown on the Plans and as specified herein.

The Contractor shall furnish and install Ethernet Switches inside the controller cabinets shown in the Plans and as specified herein. The Ethernet Switches shall be connected to the cable network or wireless network, wired to the controller assembly, conflict monitors and made operational in accordance with this Technical Special Provision.

1.2 Traffic Controller Assemblies

The Contractor shall be responsible for furnishing and installing Model 2070LX Advanced Transportation Controller (ATC) intersection controller assemblies and 2070 1C modules at the locations shown on the Plans. The intersection controller assemblies shall include new controllers, load switches and transfer relays, flashers, time switches, IP based conflict monitors, cabinets and all harnesses and wiring as specified herein. They shall perform those functions necessary for controlling the operation of the traffic signals to safely assign the right-of-way to vehicular and pedestrian traffic under both coordinated and isolated operation. In addition to the intersection controller assemblies, new controller foundations, power service hardware, etc., shall be installed at those locations shown on the Plans.

The 2070LX controller hardware and 2070 1C modules furnished shall meet or exceed the requirements defined by the latest version of CALTRANS 2009 TEES Specifications. The 2070LX controller firmware furnished shall be ASC/3 firmware or approved equivalent that shall meet or exceed the requirements defined by the Operation Green Light (OGL) Controller Firmware Technical Special Provisions. The 2070 LX controller firmware furnished shall be tested and certified to work on all 2070LX controllers and 2070 1C modules meeting the requirements defined by the latest version of CALTRANS 2009 TEES Specifications. Controller assembly installation shall include any integration by the Contractor that is necessary for the proper operation of the controller assembly in the signal system. The contractor will be required to provide the Linux kernel version residing on the 2070 1C module. The Linux kernel configuration shall need to meet the latest approved ATC specification.

SECTION 2 - GENERAL

To assure full and complete utilization and compliance of all equipment furnished, the Contractor shall provide support services and materials at various points in the construction, including:

- Testing as specified in Section 5.1 of this Technical Special Provision

Acceptance of each intersection shall be made after completion of the required Burn-In Period, a field inspection and testing of that intersection. The Contractor shall be fully responsible for the maintenance and care of all equipment furnished at that intersection until the time of acceptance. Acceptance of the project communication infrastructure shall be made once the contractor has demonstrated each communication line can transmit data between individual devices and the Control Center.

The equipment and materials installation shall conform to the Plans and this Technical Special Provision; Traffic Signal Specification TSS-500B of the City of Kansas City, Missouri; the Missouri Standard Specifications for Highway Construction, latest edition; the National Electric Code; and the operational guidelines in the latest version of Manual on Uniform Traffic Control Devices (MUTCD), as amended. In case of a conflict, the documents shall govern in the order established in the Missouri Standard Specifications for Highway Construction, latest edition.

The intent of this Technical Special Provision is that the work to be done under this Contract shall be neat, finished, full and complete in every detail and ready for use and operation for the purpose for which it is intended. The Contractor shall furnish all labor, tools, materials, machinery, test equipment and equipment necessary to complete the installation and operational tests of the ATMS. The cost of all incidentals, minor and miscellaneous items, work and materials for which no payment is specifically provided, and any items, work and materials not specified or shown which are necessary to complete and maintain the work shall be included in the price bid for other items in the Contract, and no other compensation will be allowed. The Contractor shall pay all shipping costs for the equipment furnished and installed under this Contract.

2.1 Scheduling Of Work

In no case shall the Contractor install any traffic signal control equipment at a location until all material for that location is on-hand and ready for installation, unless the Engineer gives approval. Once installation of this equipment commences, the Contractor shall complete this work in a most expeditious manner. The following items shall be considered traffic signal equipment:

- Controller assemblies
- Any and all electrical connections, accessories, etc., required to ensure the operation of the above equipment.

SECTION 3 - MATERIALS

3.1 General Requirements

Throughout the entire project, all units of any one item shall be made by the same manufacturer unless otherwise approved by the City's Traffic Engineer, or his authorized representative (the Engineer).

The equipment, including all parts and accessories, shall be constructed in a thoroughly competent manner and in accordance with best commercial practices. Particular attention shall be given to neatness and thoroughness of soldering, wiring, welding and brazing, plating, riveting, finishes and machine operations. The equipment shall be free from burrs and sharp edges or any other defects that could make the equipment unsatisfactory for the operation intended.

Electrical materials shall conform to the applicable standards of the City of Kansas City, the Missouri Department of Transportation, the National Electrical Code (NEC), the International Municipal Signal Association (IMSA), the National Electrical Manufacturer's Association (NEMA), the National Safety Code (NSC), the Electronic Industries Alliance (EIA) and the American National Standards Institute (ANSI) in every case where a standard has been established for the particular article, material or equipment. Where specific standards and serial numbers are stipulated, the reference shall be construed to be the most recent standard specifications in force and in existence on the date of advertisement.

All Contractor submittals shall be directed to the Engineer. If necessary, the Engineer may direct the submittals to other parties for review. However, the Contractor must obtain written approval of the submittal from the Engineer prior to using the equipment being reviewed.

For all submittals, the Engineer's review of the material will be completed within 30 days from the date of receipt of the submission unless otherwise specified. The Engineer will advise the Contractor, in writing, as to the acceptability of the material submitted. The Engineer may determine that the item is approved, in which case no further action is required by the Contractor; or the item may be partially or totally rejected, in which case the Contractor shall be required to

modify the submittal as required by the Engineer and resubmit the item within 15 days. At this time, the review and approval cycle described above shall begin again.

The costs of Contractor submittals shall be included within the price paid for individual items and no additional compensation will be made.

3.2 Material and Equipment List

Prior to the approval of any components or material related to the project items listed in Table 2, and no more than 60 days after contract award, the Contractor shall submit to the Engineer three copies of a Material and Equipment List. The Material and Equipment List shall identify the quantity, manufacturer, description, catalog number or other identification, and options and special features for each item furnished. A unique identification number shall be indicated for each item on the Material and Equipment List.

TABLE 2: MATERIALS AND EQUIPMENT LIST	
STANDARD TRAFFIC CONTROL COMPONENTS	
Including, but not limited to:	
• controller assemblies • traffic signal cable • conduit • pull boxes • electrical service assemblies including electrical service wire	
SIGNAL SYSTEM – RELATED COMPONENTS	
Including, but not limited to:	
• fiber optic termination panels and cables • communications equipment and cable • lightning protection devices • underground splice enclosures	
MISCELLANEOUS	
• operating manuals • grounding material • construction material	

Copies of catalog cuts and manufacturers' descriptive literature shall be submitted with each copy of the Material and Equipment List for all manufactured items. Submittal data shall be adequate to determine if the equipment and material meet the requirements of the Plans and this Technical Special Provision. Catalog cuts shall have highlighted the submittal data to be reviewed. If the catalog cuts are not highlighted, the submittal will be automatically rejected. The Contractor shall clearly note any deviations, changes, additions or other modifications to the submittal data, which are appropriate to reflect the exact equipment, and/or material intended for use. Approval by the Engineer of the Materials and Equipment List and submittal data shall not relieve the Contractor of any of his responsibility under the Contract for the successful completion of the work in conformity with the requirements of the Plans and this Technical Special Provision.

3.3 Shop Drawings

No more than 60 days after the Contract award and prior to approval of any of the components listed herein and for any non-catalog item shown on the Material and Equipment List included as Table 2 of this Technical Special Provision, the Contractor shall submit with the Materials and Equipment List three copies of shop drawings to the Engineer for review and approval. Shop drawings shall meet the requirements of the Missouri Department of Transportation Standard Specifications and these Technical Special Provisions.

3.4 Design Approval

Design approval will be given by the City based on information submitted by the Contractor for all manufactured units of equipment utilized on the project. Design approval shall be obtained before any equipment is shipped to the project.

3.5 Documentation

The contractor shall provide documentation required as a part of the project at no additional cost.

3.5.1-Wiring Diagrams

The Contractor shall provide four sets of documentation for each device location. This documentation shall include:

- Wiring diagrams for each controller assembly, communication cable, Ethernet switch and interface panel connections.
- Wiring and equipment configuration of each collection cabinet and of each rack for device locations within facilities, including communications cable, Ethernet switch and interface panel connections.
- Inside the front door of the controller or collection cabinets and in each rack for device locations within facilities, a laminated and color-coded drawing that shows all data communications and fiber wiring diagrams for that cabinet or rack.

3.5.2-As-Builts

The contractor shall supply a complete set of As-Built drawings, in electronic (AutoCAD and Acrobat) and hard copy formats highlighting any and all deviations from the original plans. As a part of the As-Built drawings, the contractor shall provide X, Y, Z coordinates of the installed conduit at 30' intervals, except for curves and bends in conduit that will need shorter intervals, in electronic (.crd and .dwg) file format. Coordinates of the reference points such as fire hydrants, traffic signal cabinets, traffic signal pull boxes and curb inlets along the conduit route shall also be included. The coordinates provided shall be projected in "NAD_1983_StatePlane_Missouri_West_FIPS_2403_Feet" Coordinate System.

SECTION 4 - EQUIPMENT

4.1 Electrical Power Service Assembly

The Contractor shall install electrical power service equipment as shown in the Plans. Installation shall be in accordance with Section 902 of the Missouri Standard Specifications for Highway Construction. When replacing any electrical power service, all work shall be completed in one day and the signal shall be made fully operational by the end of the Contractor's workday.

The Contractor shall be responsible for obtaining all necessary electrical power service connections. The Contractor shall pay all related connection fees.

4.2 Conduit

4.2.1 General Requirements

The Contractor shall furnish and install underground conduit as specified in the Plans. Quantities shown in the Plans for conduit installation include all quantities of each installation type (Trenched/Bored), as determined by the contractor, necessary to install the conduit as shown in the Plans. All conduit used on this project shall be a minimum of Schedule 40.

The conduit shall be installed at a typical depth of 36 inches below finished grade. The Contractor may reroute proposed conduit and/or adjust proposed conduit depth to a minimum of 20 inches from grade when proposed conduit installation is near and/or in conflict with an existing underground utility line and as directed by the Engineer. The conduit depth shall be adjusted only in the area of the conflict.

All new conduit installed and all existing conduit used under this Contract shall be blown and/or rodded clean to the satisfaction of the Engineer prior to the installation of any cable or wire in that conduit.

All conduit installed without cable shall have a tracer wire and pull string installed. The tracer wire shall be a #10 AWG stranded USE or THHN copper locating cable. This cable will be used in all new conduit, as well as all existing conduit with new fiber being installed.

All underground conduit installed by open trenching methods shall be identified by conduit identification tape. Identification tape shall be minimum two inches wide and be of a plastic-based non-deteriorating non-color-fading material. The tape shall contain a means of being located by a metallic cable detector. Identification tape shall be colored in accordance with American Public Works Association orange for communications and shall be continuously emblazoned with black non-fading ink with the message "CAUTION TRAFFIC SIGNAL CABLE BURIED BELOW" in minimum one-inch high block letters. Identification tape shall be installed for the entire length of conduit(s) installed in trench. One length of identification tape shall be installed for all parallel conduits within one trench. The identification tape shall be continuous from conduit termination point to termination point and shall enter pull boxes with the conduit. The identification tape shall be at a depth of 12 inches above the installed conduit.

Sidewalk restoration shall be full width by section for all sidewalks five feet wide or narrower. For sidewalks seven feet or wider, the restoration may be in half-width sections or to the nearest existing seam or joint as approved by the Engineer. Sidewalks between five feet and seven feet wide may be replaced to the nearest seam or joint only if existing and approved by the Engineer.

Aesthetic sidewalk and/or pavement (brick, brick paver, paver block, colored concrete, granite, slate, etc.) shall be replaced entirely by the Contractor and shall match color and texture in accordance with the City's or owner's requirements.

Conduit entrances into base-mounted controller cabinets through the sides, back or top of the cabinet are not permitted.

Underground conduit shall generally be installed in non-pavement areas if possible. The Contractor shall install underground conduit in the grass utility strip if such a strip is available. Quantities shown for under-pavement conduit installation shall generally mean that non-pavement

installation is not possible, such as under roadways, driveways, sidewalks, etc. The open trench shall be in accordance with the Trenched Conduit Installation detail in the Plans.

The Contractor is responsible for sizing the conduit to be used on all installations in accordance with the minimum conduit size requirements in the Plans and this Technical Special Provision. The conduit shall be of sufficient size to allow the conductor to be installed without any damage. The conduit sizes and fill requirements shall conform to the requirements of the National Electric Code.

New conduit to contain electrical power service wire from the electrical service feed point to the service disconnect and from the service disconnect to the controller cabinet shall meet the minimum conduit requirement size. This conduit size must be coordinated with the power supplier. The minimum size of any new conduit installed under this Contract shall be two inches. The cost of providing as-builts shall be incidental to the installed conduit price.

4.2.2 Conduit Installation Into Existing Pull Boxes

All conduits shown in the Plans to be installed into existing pull boxes shall be installed in accordance with the requirements for conduit installation into new pull boxes. The Contractor shall maintain the existing pull box and shall restore the surrounding area to a condition equivalent to that prior to when work began. The Contractor shall immediately notify the Engineer if the Contractor determines that the existing pull box is unacceptable for reuse. If the existing pull box needs to be temporarily removed or otherwise disturbed for the new conduit installation, new gravel shall be installed in the base of the reinstalled existing pull box as required for new pull boxes.

The costs of all labor, materials and equipment necessary to complete the installation of new conduit into existing pull boxes as required in this Technical Special Provision shall be included in the quantities shown in the Plans for conduit.

The costs of all labor, materials and equipment necessary to complete the installation of new conduit into existing foundations as required in this Technical Special Provision shall be included in the quantities shown in the Plans for conduit installation.

The cost of pavement, base, sub-base, restoration of sidewalk, driveway and curb restoration shall be included in the under-pavement conduit.

4.3 Controllers

All controller assemblies furnished and installed shall meet Model 2070LX Advanced Transportation Controller (ATC) standards for controllers as defined by latest version of CALTRANS 2009 TEES Specifications. Controller assembly installation shall include any integration by the Contractor that is necessary for the proper operation of the controller assembly in the signal system. The contractor shall provide a 2 year (minimum) warranty for the 2070LX controllers and firmware from the date of completion of the project

4.3.1 Controller Access

Access to existing controllers shall be achieved via either existing or new conduit. If done through existing spare conduit, the Contractor shall locate the end of the existing stub-out and install a pull box in order that new conduit can be joined to the existing, unless the existing conduit runs to a pull box as shown in the Plans. Where shown in the Plans or where spare conduit stub-outs are not available for use, new conduit shall be installed into existing foundations. Conduit installation into existing foundations shall be by boring of the existing foundation with an air drill or other suitable tool. When additional conduits are required, the conduit shall be a minimum of three inches in diameter. The new conduits shall be core drilled in the existing area of the foundation. The Contractor is responsible for ensuring that the existing conduits, reinforcing rods, cables in the foundation, the foundation itself or its footing are not damaged by the excavation or boring. The controller cabinet shall be protected from damage during the boring and debris caused by core drilling. The Contractor shall bore the smallest hole necessary to permit the conduit installation. Only boring straight through the foundation perpendicular to the upper surface and requiring the least amount of boring and foundation material removal shall be permitted; boring at an angle or

in two different directions meeting at a common point is not permitted. The new conduits shall be located so as not to obstruct the maintenance of equipment in the cabinet or the anchoring of the cabinet flange to the concrete foundation.

4.3.2 Existing Controller Cabinet Foundations

The Contractor shall install new controller cabinets on existing controller cabinet foundations where shown in the Plans. Existing anchor bolts shall be used only if the existing bolts are in the proper position in the pad and the bolts are securely anchored to the foundation and show no evidence of corrosion or damage. The use of existing anchor bolts must be approved by the Engineer prior to new cabinet installation.

4.3.3 Existing Ground

The Contractor shall test the existing cabinet grounding electrode at all intersections where existing cabinet foundations are to be used. The existing grounding electrode shall be used if the maximum resistance to ground is less than 25 ohms. If the existing ground does not meet these requirements, new grounding electrode shall be installed until a maximum resistance to ground measurement of 25 ohms or less is obtained. This work shall be paid for as part of the controller assembly installation.

4.3.4 Cabinet Elevation

All new controller cabinet and foundation installations shall be installed with the elevation of the base of the cabinet equal to or greater than the elevation of the center of roadway.

4.4 Conflict Monitor

In addition to meeting all requirements for a conflict monitor in City Department of Transportation Traffic Signal Specification TSS-500 B, the new conflict monitor shall be capable of communicating over an Ethernet network using IP protocols. The signal conflict monitor shall have a front-panel Ethernet port that can be connected to the Ethernet switch in the signal cabinet and allows a remote user running the monitor's software to interface with any specific monitor. The conflict monitor shall be equipped with a reset switch to revert back to the manufacturer

default IP address. If reset switch is not available, the conflict monitor shall be equipped with a USB port for communication. The conflict monitor shall also be capable of supporting both the 16 Channel and 18 Channel Program Cards.

4.5 332L Cabinets

In addition to meeting all requirements for a 332L cabinet as required by latest version of CALTRANS 2009 TEES Specifications except as noted herein, the cabinets shall also meet any additional requirements in City's Traffic Signal Specification TSS-500B. The new 332L cabinets shall be dark bronze color and shall also be equipped with an auxiliary output file, LED lighting (swivel mount LED strips located at top front, top back, bottom left and bottom right), removable door mount tray, front and back door contact closure switches wired to function without a need for a 242 unit and an additional fan. The front and back door alarms switches shall be connected to logic ground and to C1 pin 54 and C1 pin 75 to generate controller alarms. The 206L power supply unit shall have an Ethernet port. The service panel/surge suppression unit shall be installed in the cabinet as per the instructions from the engineer. Also, the cables connected to the surge suppression unit shall have a minimum 1' slack for easy removal and maintenance of the unit.

4.6 Removal of Existing Traffic Signal Equipment

At the start of construction, the Engineer shall inform the Contractor what equipment is to be salvaged and what equipment is to be disposed of. At this time, the Engineer shall inform the Contractor of the location to which the Contractor shall deliver the salvaged equipment. All materials removed shall be properly disposed of at a location provided by the Contractor as directed by the Engineer, after any salvage is completed.

All existing intersection signal cable and existing interconnect cable shall be removed if new cable is shown in the Plans. The removal of existing intersection signal cable and existing interconnect cable and hardware shall include the removal and salvage of all cable, all cable attachment hardware (e.g., eyebolts, eyenuts, hooks, clamps, hangers, etc.), and cable splicing apparatus (e.g., aerial junction boxes, enclosures, sleeves, kits, terminal blocks, etc.).

The Contractor shall perform all cable and cable hardware removal in a manner that ensures that no damage is caused to any conduit, pole or other facility. In case of damage to cables, equipment or property, the Contractor shall immediately notify the Engineer. The Contractor shall repair all damage caused by him at his sole expense and to the satisfaction of the Engineer.

SECTION 5 – CONSTRUCTION REQUIREMENTS

5.1 Acceptance Procedures

5.1.1 Test Procedures and Documentation

The Contractor shall demonstrate in the presence of the Engineer, and/or the Engineer's representative if the Engineer so desires, that the equipment supplied and installed as part of this project functions in full compliance with this Technical Special Provision. For this purpose, a program of testing is defined. The tests can be separated into pre-installation tests, system component tests and a burn-in period followed by final inspection and acceptance. All test procedures and equipment shall be furnished and maintained by the Contractor. For these tests, the Contractor shall submit four copies of documentation containing proposed test procedures, test equipment, report forms and expected results to the Engineer for review and approval at least 45 days prior to performing any test. The test plan will be reviewed by the Engineer, who shall either approve or indicate changes that are required for approval within 30 days of receipt. The Contractor shall submit the revised test to the Engineer within 15 days following the receipt of the review of the initial test plan. This process shall be repeated until the Engineer approves the test plan. Tests shall not be conducted without prior approval. Tests shall be performed on approved equipment using approved test procedures. The Contractor shall notify the Engineer at least 15 days in advance of the times and places which the tests will take place to enable the Engineer to witness them. The Contractor shall perform the tests and document the test results. When the tests are completed, whether successful or not, four copies of the test results shall be furnished to the Engineer for evaluation. The documented test results shall be self-explanatory, clearly stating how the results were obtained along with an explanation where the test results deviated from the expected results. The Engineer will notify the Contractor whether the test was successfully completed within 24 hours of receipt of the test results.

5.1.2 Inspection

All equipment and material furnished and all work performed in connection with the project shall be subject to inspection by the Engineer. The Engineer, or his authorized representative, shall have free access during normal working hours to any local facility or area in which work associated with the project is occurring. The Contractor shall ensure that full and sufficient information

concerning the character of materials and workmanship is made available to the Engineer or his representatives.

Inspection by the Engineer or his representative shall not relieve the Contractor of his obligation to comply with the requirements of the Plans and this Technical Special Provision. Any equipment or labor, which is found by the Engineer to be defective, damaged or unsuitable prior to Final Acceptance, shall be replaced or corrected at the Contractor's expense.

5.1.3 Pre-Installation Testing

2070LX Controllers, 2070 1C Modules and 332L Cabinets are subject to pre-installation tests by the City of Kansas City, Missouri Staff at a location designated by the City.

The Engineer reserves the right to withhold any payment related to the provision or installation of any piece of equipment that fails to meet the requirements of this Technical Special Provision.

In the event a pre-installation test is failed, the Contractor shall schedule a retest no sooner than 15 days following the completion of the pre-installation test for that particular equipment item.

The equipment item shall not be installed without successful completion of pre-installation tests and written approval of the Engineer.

5.1.4 System Component Tests

System component tests shall be performed on the system hardware described below. These tests shall be successfully completed prior to the start of the control section tests.

Failure to successfully complete any system component test will require the Contractor to rerun the test, in part or in whole, at no expense to the City. The Contractor shall schedule a retest no sooner than three days following notification by the Engineer of a system component test failure.

5.1.4.1-Fiber Optic Communications Cable Tests

5.1.4.1.1-Pre-installation Test

The Contractor shall test all fiber optic cable prior to installation. Cable delivered to the job site shall be tested on the reels prior to installation. This test shall consist of a single direction sweep of each individual fiber with an Optical Time Domain Reflectometer (OTDR) that has been calibrated for the index of refraction of the fiber to be tested. Verification of the fiber length and attenuation shall be made. Attenuation shall not exceed 0.64 dB/mile at 1310nm, 0.48 dB/mile at 1550nm and 0.64 dB/mile at 1625 nm. If the cable fails to meet these requirements, the Contractor shall replace the entire reel at no additional cost. Printouts of the OTDR trace with the identification of the fiber and the attenuation and length noted on the printout shall be provided.

5.1.4.1.2-Post-installation Test

After all the splices and terminations have been completed, test each fiber, including spares, with a power meter and OTDR as follows:

- Power Meter Tests: Conduct bi-directional power meter tests at 1310 nm, 1550 nm and 1625 nm for each terminated fiber to demonstrate connectivity and attenuation from cabinet to cabinet, and from origin to destination by installing feed through LC connectors at all locations where an optical device is to be connected. Demonstrate that the attenuation for each fiber path including connectors, and splices as a whole, comply with the loss budgets required by these Specifications and the optical equipment being installed. Submit a test result summary sheet of each fiber to the Engineer for review and approval. Also, provide a spread sheet with summary comparison of the loss for each of fiber tested by a Power Meter and an OTDR.
- OTDR Tests: Conduct bi-directional tests using an OTDR for each terminated fiber. Demonstrate that the attenuation for each fiber and splice, individually and as a whole comply with the loss budgets required by these Specifications. Test fibers at 1310 nm, 1550 nm and 1625 nm, using a launch cable no less than three times the pulse width used to shoot the cable. Submit OTDR traces to the Engineer for review and approval. Clearly

annotate each splice and identify the measured loss. Also, calculate and document fiber length and cable length from cabinet to cabinet, and also from origin to destination.

Those fibers that are not terminated at the time shall be uni-directional tested using a bare fiber adapter or a pigtail using a mechanical splice. The Contractor shall investigate any discontinuities and repair them or replace the cable section at no additional cost to the City. Failed splices may be remade and re-tested for compliance.

Following completion of all testing, and approval by the Engineer, the Contractor shall compile and submit organized electronic trace files on a flash memory device. Direct electronic printouts, in acrobat format or approved equivalent format, of the power meter and OTDR tests shall also be supplied. The contractor shall also provide a test summary that includes the OTDR traces of each fiber strand, and the power meter test results of each fiber strand. All traces must be organized and arranged in logical directories with a printed list of directories and filenames referenced to the fiber location provided. The contractor shall provide a sample cable verification summary worksheet for review and approval by the Engineer. The cost of the fiber testing and documentation associated with installation of a splice shall need to be included in the cost of installing the splice and the cost of the fiber testing and documentation associated with spare fibers shall need to be included in the cost of the fiber installation.

5.1.4.2-Grounding System Protection Test

The Contractor shall test the grounding of each communications termination panel. Written test results shall be provided to the Engineer prior to acceptance of the controller assembly installation. The test shall be performed from the communications termination panel surface to the cabinet grounding electrode/wire in the cabinet. Maximum allowable resistance to cabinet grounding electrode/wire shall be 2 ohms.

The Contractor shall make necessary corrections, revisions, and/or component replacements to the system control equipment assembly and any accompanying system documentation. Once the Contractor has completed all necessary corrections and revisions, the Contractor shall request in writing a retesting of the system control equipment assembly a minimum of seven days in advance

of the desired start of the retest period. The Contractor's request for a retest shall include a complete written summary of all corrections and revisions performed and, if applicable, revised system documentation. No retesting period shall commence without the Engineer's prior approval.

All retests shall be conducted in accordance with all the requirements of this section of this Technical Special Provision. The working and diagnostic demonstration of the re-test shall include the Contractor's presentation of the corrections and revisions made to the system control equipment.

If the microcomputer assembly is deemed not acceptable after completion of the first demonstration-retesting period, the Contractor shall be notified of the specific reasons for non-acceptance. All subsequent retesting shall be in accordance with all requirements for retesting.

5.1.5 Burn-in Period

A minimum 30-day burn-in period will be required for all work and equipment included in the Contract. The burn-in period shall only begin after all the communication equipment within the scope of the project has been installed and is verified to be fully functional as per the design. The burn-in period shall consist of the field operation of the Fiber Optic Communication System in a manner, which is in full accord with the traffic signal control system requirements of the Plans, this Technical Special Provision, and all other Contract Documents.

The burn-in period shall commence upon written authorization by the Engineer and will terminate after 30 consecutive days thereafter for each intersection, unless an equipment malfunction occurs. The burn-in period will be stopped for the length of time the equipment is defective. When the equipment is repaired and functions properly, the burn-in period will begin again.

Successful completion and acceptance of the burn-in period will be granted on the 30th day unless any equipment has malfunctioned, in which event final acceptance will be withheld until all the equipment is functioning properly for 30 days after repair.

When a specific piece of equipment has malfunctioned more than twice during the 30-day burn-in period, the Contractor shall replace that equipment with a new unit at his cost. The Engineer will maintain records of equipment malfunctions.

5.1.6 Final Inspection

Upon completion of the burn-in period, the Engineer will make a final inspection. If all construction and all other aspects of the Plans and this Technical Special Provision are found complete, the Engineer may declare this project complete and inform the Contractor in writing of the final acceptance as of the date of final inspection.

If during the final inspection the Engineer deems any work unsatisfactory or not conforming with the Plans and this Technical Special Provision, the Engineer shall notify the Contractor in writing of any deficiencies. The Contractor shall correct these conditions within five working days, unless the Engineer grants additional time in writing. Upon completion of the Contractor's corrections, the Engineer shall conduct another final inspection. When the Engineer approves the final inspection, the Engineer shall send written notice to the Contractor of the final acceptance of the project

SECTION 6 - FIBER OPTIC CABLE – UPDATE SPEC

All fiber optic cable furnished and installed shall conform to these special provisions. Fiber Optic cable shall be Corning ALTOS Gel-Free Double-Jacket, Dielectric Cables, Single Mode, 96 Fibers, or approved equal.

The fiber optic cables shall provide connectivity between field networks. The Single Mode Fiber Optic (SMFO) fibers shall contain single mode (SM) window (at 1310 nm, 1550 nm and 1625 nm) fibers. Fiber optic cable shall be all dielectric cable, gel filled, duct type, with loose buffer tubes, double jacketed, single mode supplied by the same manufacturer. All fiber optic cable shall be OFNR rated indoor/outdoor loose tube cable. No splices shall be permitted within the fiber jacket. Fiber optic cable shall be imprinted with “City of KCMO, Emergency Operations, 816-301-6260” and shall be labeled with permanent, non fading tags affixed to the cable in the traffic signal cabinet and the pull boxes.

The optical fibers shall be contained within loose buffer tubes. The loose buffer tubes shall be stranded around an all dielectric central member. Aramid yarn and/or fiberglass shall be used as a primary strength member, and a polyethylene outside jacket(s) shall provide for overall protection.

All fiber optic cable on this project shall be from the same manufacturer, who is regularly engaged in the production of this material. The fiber optic cable shall be qualified as compliant with Chapter XVII, Title 7, Part 1755.900 of the Code of Federal Regulations, "REA specification for filled fiber optic cables".

6.1 Material

Each optical fiber shall be made of glass that is manufactured by Corning or licensed by Corning and consist of a doped silica core surrounded by concentric silica cladding. All fibers in the buffer tube shall be usable fibers, and shall be sufficiently free of surface imperfections and inclusions to meet the optical, mechanical, and environmental requirements of these specifications.

The individual fiber coating shall be a dual layered, UV cured acrylate. The coating shall be mechanically or chemically strippable without damaging the fiber.

The cable shall comply with the optical and mechanical requirements over an operating temperature range of -40° F. to +158° F. The cable shall be tested in accordance with EIA-455-3A (FOTP-3), "Procedure to Measure Temperature Cycling Effects on Optical Fiber, Optical Cable, and Other Passive Fiber Optic Components." The attenuation shall be measured at 1310 nm, 1550 nm and 1625 nm. Fibers within the finished cable shall meet the requirements in the following table:

Fiber Characteristics Table

Parameters	Value
Mode	Single
Type	Step Index
Core diameter	8.3 μm (nominal)
Cladding diameter	125 $\mu\text{m} \pm 1.0 \mu\text{m}$
Core to Cladding Offset	$\leq 0.6 \mu\text{m}$
Coating Diameter	245 $\mu\text{m} \pm 10 \mu\text{m}$
Cladding Non-circularity defined as: [1-(min. cladding dia. / max. cladding dia.))*100	$\leq 1.0 \%$
Proof/Tensile Test	100 kpsi, min.
Attenuation @ 1,310 nm	$\leq .40 \text{ dB/km}$ (.64 dB/mi)
Attenuation @ 1,550 nm	$\leq .30 \text{ dB/km}$ (.48 dB/mi)
Attenuation @ 1,625 nm	$\leq .40 \text{ dB/km}$ (.64 dB/mi)
Attenuation at the Water Peak	$\leq 2.1 \text{ dB/km}$ @ 1383 $\pm 3 \text{ nm}$ ($\leq 3.38 \text{ dB/mi}$ @ 1383 $\pm 3 \text{ nm}$)
Chromatic Dispersion:	
Zero Dispersion Wavelength	1301.5 to 1321.5 nm
Zero Dispersion Slope at zero dispersion wavelength	$\leq 0.092 \text{ ps}/(\text{nm}^2 \cdot \text{km})$
Maximum Dispersion:	3.3 ps/(nm*km) for 1285 - 1330 nm $< 18 \text{ ps}/(\text{nm} \cdot \text{km})$ for 1550 nm
Cut-off Wavelength	$< 1260 \text{ nm}$
Mode Field Diameter (Petermann II)	9.3 $\pm 0.5 \mu\text{m}$ at 1310 nm 10.5 $\pm 1.0 \mu\text{m}$ at 1550 nm

6.1.1 Color Coding

Optical fibers shall be distinguishable from others in the same buffer tube by means of color coding. The colors shall be targeted in accordance with the Munsell color shades and shall meet EIA/TIA-598A "Color Coding of Fiber Optic Cables." The color formulation shall be compatible with the fiber coating and the buffer tube filling compound, and be heat stable. It

shall not fade or smear or be susceptible to migration and it shall not affect the transmission characteristics of the optical fibers and shall not cause fibers to stick together.

6.1.2 Cable Construction

The fiber optic cable shall consist of 96 fibers as shown in the Plans, arranged in 8 color-coded buffer tubes. The fiber optic cable shall consist of, but not be limited to, the following components:

- A. Buffer tubes
- B. Central member
- C. Filler rods if needed
- D. Stranding
- E. Core and cable flooding
- F. Tensile strength member
- G. Ripcord
- H. Outer jackets
- I. Glass fibers as described above

6.1.2.1 Buffer Tubes: Loose buffer tubes shall provide clearance between the fibers and the inside of the tube to allow for expansion without constraining the fiber. The fibers shall be loose or suspended within the tubes and shall not adhere to the inside of the tube.

The loose buffer tubes shall be extruded from a material having a coefficient of friction sufficiently low to allow free movement of the fibers. The material shall be tough and abrasion resistant to provide mechanical and environmental protection of the fibers, yet designed to permit safe intentional "scoring" and breakout, without damaging or degrading the internal fibers.

Buffer tube filling compound shall be a homogenous hydrocarbon-based gel with anti-oxidant additives. It shall prevent water intrusion and migration. The filling compound shall be non-toxic and dermatologically safe to exposed skin. It shall be chemically and mechanically compatible with all cable components, non-nutritive to fungus, non-hygroscopic and electrically non-

conductive. The filling compound shall be free from dirt and foreign matter and shall be readily removable with conventional nontoxic solvents.

Buffer tubes shall be stranded around a central member by a method, such as the reverse oscillation stranding process that will prevent stress on the fibers when the cable jacket is placed under strain.

Each buffer tube shall be distinguishable from other buffer tubes in the cable by using the same color coding as specified above for fibers.

6.1.2.2 Central Member: The central member, which functions as an anti-buckling element, shall be a glass reinforced plastic rod with similar expansion and contraction characteristics as the optical fibers and buffer tubes. To provide the proper spacing between buffer tubes during stranding, a symmetrical linear overcoat of polyethylene may be applied to the central member to achieve the optimum diameter.

6.1.2.3 Filler rods: Fillers may be included in the cable cross-section. Filler rods shall be solid medium or high-density polyethylene. The diameter of filler rods shall be the same as the outer diameter of the buffer tubes.

6.1.2.4 Stranding: Completed buffer tubes shall be stranded around the overcoated central member using stranding methods, lay lengths and positioning such that the cable shall meet mechanical, environmental and performance specifications. A polyester binding shall be applied over the stranded buffer tubes to hold them in place. Binders shall be applied with sufficient tension to secure the buffer tubes to the central member without crushing the buffer tubes. The binders shall be non-hydroscopic, non-wicking (or rendered so by the flooding compound), and dielectric with low shrinkage.

6.1.2.5 Core and Cable Flooding: The cable core interstices shall be filled with a polyolefin based compound to prevent water ingress and migration. The flooding compound shall be homogeneous, non-hydroscopic, electrically non-conductive, and non-nutritive to fungus. The

compound shall also be nontoxic, dermatologically safe and compatible with all other cable components.

6.1.2.6 Tensile Strength Member: Tensile strength shall be provided by high tensile strength aramid yarns and/or fiberglass which shall be helically stranded evenly around the cable core and shall not adhere to other cable components.

6.1.2.7 Ripcord: The cable shall contain at least one ripcord under the jacket for easy sheath removal.

6.1.2.8 Outer jackets: The 2 outer jackets shall be free of holes, splits, and blisters and shall be medium or high density polyethylene (PE), or medium density cross-linked polyethylene with minimum nominal jacket thickness of 37 mils. Jacketing material shall be applied directly over the tensile strength members and flooding compound and shall not adhere to the aramid yarn strength material. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus. The jacket or sheath shall be marked with the manufacturer's name, the words "Optical Cable" or "Fiber Optic Cable", the number of fibers, "SM" or "Single Mode", year of manufacture, and sequential measurement markings in feet, every 3 feet. The actual length of the cable shall be within 1 percent of the length marking. The marking shall be in a contrasting color to the cable jacket (Yellow or White are preferred). The height of the marking shall be approximately 2.5 mm (.098 inch).

6.2 General Cable Performance Specifications

The fiber optic cable shall withstand water penetration when tested with a one-meter static head or equivalent continuous pressure applied at one end of a one-meter length of filled cable for one hour. No water shall leak through the open cable end. Testing shall be done in accordance with EIA-455-82A (FOTP-82), "Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable."

A representative sample of cable shall be tested in accordance with EIA-455-81B (FOTP-81), "Compound Flow (Drip) Test for Filled Fiber Optic Cable". No preconditioning period shall be conducted. The cable shall exhibit no flow (drip or leak) at 176° F as defined in the test method. Crush resistance of the finished fiber optic cables shall be 220 N/cm applied uniformly over the length of the cable without showing evidence of cracking or splitting when tested in accordance with EIA-455-41A (FOTP-41), "Compressive Loading Resistance of Fiber Optic Cables". The average increase in attenuation for the fibers shall be ≤ 0.10 dB/km at 1550 nm for a cable subjected to this load. The cable shall not exhibit any measurable increase in attenuation after removal of load. Testing shall be in accordance with EIA-455-41A (FOTP-41), except that the load shall be applied at the rate of 3 mm to 20 mm per minute and maintained for 10 minutes.

The cable shall withstand 25 cycles of mechanical flexing at a rate of 30 ± 1 cycles/minute. The average increase in attenuation for the fibers shall be ≤ 0.20 dB/km at 1550 nm at the completion of the test. Outer cable jacket cracking or splitting observed under 10x magnification shall constitute failure. The test shall be conducted in accordance with EIA-455-104A (FOTP-104), "Fiber Optic Cable Cyclic Flexing Test," with the sheave diameter a maximum of 20 times the outside diameter of the cable. The cable shall be tested in accordance with Test Conditions I and II of (FOTP-104). Impact testing shall be conducted in accordance with EIA-455-25B (FOTP-25) "Impact Testing of Fiber Optic Cables and Cable Assemblies." The cable shall withstand 20 impact cycles. The average increase in attenuation for the fibers shall be ≤ 0.20 dB/km at 1550 nm. The cable jacket shall not exhibit evidence of cracking or splitting.

The finished cable shall withstand a tensile load of 2669 N (600 lbs.) without exhibiting an average increase in attenuation of greater than 0.20 dB. The test shall be conducted in accordance with EIA-455-33A (FOTP-33), "Fiber Optic Cable Tensile Loading and Bending Test." The load shall be applied for one-half hour in Test Condition II of the EIA-455-33A (FOTP-33) procedure.

6.3 Packaging and Shipping Requirements

Documentation of compliance to the required specifications shall be provided to the Engineer prior to ordering the material.

The completed cable shall be packaged for shipment on reels. The cable shall be wrapped in weather and temperature resistant covering. Both ends of the cable shall be sealed to prevent the ingress of moisture.

Each end of the cable shall be securely fastened to the reel to prevent the cable from coming loose during transit. Six feet of cable length on each end of the cable shall be accessible for testing. The complete outer jacket marking shall be visible on this six feet of cable length.

Each cable reel shall have a durable weatherproof label or tag showing the manufacturer's name, the cable type, the actual length of cable on the reel, the Contractor's name, the contract number, and the reel number. A shipping record shall also be included in a weatherproof envelope showing the above information and also include the date of manufacture, cable characteristics (size, attenuation, bandwidth, etc.), factory test results, cable identification number and any other pertinent information.

The minimum hub diameter of the reel shall be at least thirty times the diameter of the cable. The F/O cable shall be in one continuous length per reel with no factory splices in the fiber. Each reel shall be marked to indicate the direction the reel should be rolled to prevent loosening of the cable.

Installation procedures and technical support information shall be furnished at the time of delivery.

6.4 Single Mode Fiber Optic Jumper

The jumpers shall meet the requirements for pigtails, but shall have a connector on each end. The second connector shall also be an LC/UPC type except where a different connector is required for compatibility with the equipment to which the jumper connects. The jumpers shall have matching light colored ends on either side to be able to discern the difference in cables. These jumpers shall also be labeled at both ends so as to designate which device they connect to next. The jumper length shall be a minimum of 6 feet.

6.5 Fiber Optic Splice Materials

At each splice point, splice organizer trays shall be provided to contain and protect the bare fibers and splices. All splices shall be protected with a heat-shrink sleeve containing a stainless steel strength rod or with a plastic enclosure with integral adhesive. The splice trays shall have a means to affix the buffer tube rigidly in place, and space and guides to allow “race tracking” of the fiber and guides to locate the splice protectors. Completed splice protectors shall be held in place with RTV silicone or adhesive tape. No more than 12 splices shall be placed in one tray.

A clear plastic cover shall be put in place on the completed tray.

6.6 Fiber Optic Connectors

All fiber optic connectors shall be LC/UPC type and shall conform to the NTT-SC and Telcordia 326 specifications for LC/UPC connectors. Any marks on the fiber core or on the cladding within a core diameter from the core shall be cause for rejection and re-termination of the fiber. The fiber strength member shall be affixed to the connector by crimp ring or by epoxy. If a crimp ring is used, it shall be crimped with a ratcheting tool that ensures correct crimp pressure. The connector reflectance shall be less than -55 Db. The completed termination shall exhibit a loss of no more than 0.5 dB per mated pair when tested with an OTDR and a standard test cable.

6.7 Underground Splice Enclosures

Underground splice enclosures will be used for cable splicing. Splice enclosures shall be designed to be easily accessible for testing and maintenance with the necessary vehicles and equipment to perform the task. The fiber optic splice enclosures shall be capable of accommodating splice organizers to facilitate fiber management and accept fiber fusion splices.

The splice closure shall provide fiber optic cable penetration end caps on one end, to accommodate at least two 96 count fiber optic cables, two 24 count fiber optic cable and two 8 count fiber optic cable. Water blocking techniques shall be used to ensure that the closure and cable entry locations do not leak when immersed in 19 feet of water for 30 days. The closure end caps should be factory

drilled to the proper diameter to accept and seal the fiber optic cable entry(ies). Cable entry locations shall accommodate an assortment of fiber optic cable outer diameters ranging from 0.45 inches to 0.55 inches ($\pm$ 10 percent) without jeopardizing its waterproof characteristics. Tubular/cylindrical splice enclosures with non corrosive metallic materials shall be utilized. All fiber optic splice enclosures shall meet the requirements of Telcordia Technologies (formerly Bellcore) GR-771-CORE and shall comply with all applicable NEC requirements.

Splice enclosures may encounter high water table conditions. Splice enclosures shall be non filled (no encapsulate), airtight and prevent water intrusion, able to maintain a minimum pressurization of 3 psi and have the capability to be reentered without requiring specialized tools or equipment. Splice enclosures shall also be supplied with all hardware necessary to provide solid mounting to wall structures. All enclosures and associated facilities provided under this Contract shall include a quality assurance/quality control inspection for materials, workmanship and compliance of the product to meet these specifications. The Contractor shall provide to the Engineer an executed Certificate of Compliance from the manufacturer indicating that the splice enclosures meet the requirements included herein.

All splice enclosures must employ a complete fiber management system consisting of splice trays and a stress relief system. Fiber shall be secured in the splice enclosures using reusable velcro cable wraps. Each closure shall be designed to accommodate future expansion and contain modular splice organizers/trays capable of handling splices in a neat and distinguishable fashion.

Spare splicing trays shall be provided to allow for an additional 120 splices in the enclosure. At the end of the reel splice location additional splice capacity is not required. Trays shall be easily attachable and accessible. Tray raceways shall include a raceway for excess fiber storage that accommodates the minimum bend radius of single-mode fiber without causing excessive signal losses due to bending or fiber damage. Splice enclosures shall have provisions for storing fiber splices and non-spliced fiber/buffer tubes.

The contractor shall be responsible for providing date and time stamped pictures of the completed splice tray and inside of the splice enclosure installed at each of the intersections.

6.8 Underground Splice Enclosure Locations

It shall be the responsibility of the Contractor to determine where underground splice enclosures are required for the termination of underground cable at the end of a cable reel. Underground splice enclosures shall not be spaced less than two miles unless otherwise approved by the Engineer. The cost of the enclosure used for this purpose shall be considered incidental to the installation of the communications cable network. Underground splice enclosures shall meet the requirements of Section 6.7 of this Technical Special Provision.

6.9 Fiber Optic Interface Panel / ITS Drop Cable

A Fiber Optic Interface Panel (FIP) / ITS Drop Cable shall be used any time that a fiber optic cable termination is made in a cabinet. The FIP shall have a slim body design potted for additional ruggedness, and terminated/tested patch panel with a minimum 150' drop cable length (longer lengths will be specified on the plans). The FIP shall have a mounting plate for securing it inside the traffic signal cabinet and should preferably be epoxy filled with a minimum of 12 LC/UPC type fiber optic connectors. The FIP shall be available as a pigtail for splicing for with MTP connection for plug and play

The drop cable shall be manufactured to the same specifications as the 96 count fiber supplied, with an OFNR-rated, all-dielectric cable that is UV-resistant, double jacketed and fully water-blocked. The drop cable shall have a 3.0 mm buffer tube with eight color coded fibers. LC/UPC-LC/UPC or appropriate jumpers shall connect the interface panel to the Ethernet switch. The contractor shall mount the FIP in an organized manner to meet the requirements of KCMO. Any marks on the fiber connector core or on the cladding within a core diameter from the core shall be cause for rejection of the FIP/ITS Drop cable. Drop cable shall be secured in the cabinet using reusable velcro cable wraps.

The FIP / ITS Drop Cable shall meet the following specifications:

Fiber type:	Single mode (1550 nm)
Cable length:	> 150' (Installed minimum)

Cable rating:	Riser
Cable type:	Loose Tube
Cable bend radius:	2.8" (Installed minimum)
Insertion Loss:	0.2 dB, 0.15 dB (low loss) typical 0.4 dB, 0.3 dB (low loss) max
Durability:	500 matings, <0.2dB change
Tensile Strength:	50 lbs (220N), < 0.2db change
Reflectance:	< -55 dB
Operating temperature:	-40 °C to 70 °C
Connector type:	LC/UPC
Number of connectors:	12 (minimum)
Connector tensile strength:	50 Lbs

SECTION 7 - SYSTEM AUXILIARIES

7.1 MANAGED ETHERNET SWITCH

Furnish, install and test a Managed Ethernet POE++ switch, which will be used to provide network connection to the traffic signal equipment in the cabinet.

24 Port Switch shall be Lantronix SMTBT2DPB PoE++ switch with single power supply, or approved equal.

- Provide console cable, power cable, 19" rack & panel mounting kit, RJ45 dust covers (16 each), all required accessories for a complete switch installation.

10 Port Switch shall be Radwin IDU-SI, or approved equal.

- Furnish one (1) Meanwell 480-48V external power supply (or approved equal) and mounting plate.
- Provide console cable, power cable, Din Rail mounting kit, RJ45 dust covers (8 each), SFP slot dust covers (2 each), all required accessories for a complete switch installation.

Provide one (1) bi-directional SFPs with the following features:

- Single Mode, LC, Gigabit, 10km, -40°C to +85°C
- 1310nm TX/1490 nm RX

Provide one (1) bi-directional SFPs with the following features:

- Single Mode, LC, Gigabit, 10km, -40°C to +85°C
- 1490nm TX/1310 nm RX

Provide two (2) SFPs with the following features

- Single Mode, LC, Gigabit, 10km, -40°C to +85°C
- 1310 nm

7.1.1 Installation & Configuration

The contractor shall mount the Ethernet switch in an organized manner to meet the approval of the Engineer. The Ethernet switch shall have the latest firmware and shall be connected to a fiber distribution unit via a pair of fiber patch cables. The fiber patch cables shall be LC-LC duplex single mode cables. CAT6 twisted pair jumper cables shall be used to connect IP based traffic signal equipment in the cabinet. The contractor shall provide eight (8) CAT6 cables, and two (2) fiber patch cables (4' minimum length). The contractor shall supply the SFP modules, which shall be capable of working with existing CISCO 4507 node equipment. The contractor shall provide plastic dust covers for fiber and copper ports. All cables and equipment required for end terminations and operation of the switch are considered incidental to this item and shall be included in the price for the Ethernet switch. The contractor shall configure the Ethernet switch with multiple VLAN's and IGMP, suitable for the proposed communication network, as required by the Engineer. Also, the contractor shall label all the equipment and cables in an organized manner, and provide to the city staff an inventory containing model numbers and part numbers of equipment installed at each of the intersections.

7.2 PTZ Camera System

The contractor shall supply and install a P.T.Z and 360 camera dome system capable of working with the City's existing OmniCast camera control system from Genetec. The camera system shall provide an IP video feed and control and operate on an open source, Linux-based platform, and including a built-in web server.

The PTZ shall be AXIS Q6135 or approved equal. The 360 camera shall be AXIS Q6100, AXIS P3735 or approved equal.

7.2.1 Installation & Configuration

The color of the PTZ network camera and appropriate mounting hardware shall match the color of the traffic signal poles at the intersection. The contractor shall supply & install a regular license and a federated license for the OmniCast camera control system from Genetec, needed for each of the PTZ camera, for integration into the existing KCMO OmniCast camera control system. The bid item for a PTZ camera system shall also include supply and installation of the PTZ camera, 360 camera, 2-512 GB SD cards, 2 lightning protection units, up to 300' CAT6e outdoor shielded cable for connection from the cabinet to the PTZ camera, mounting hardware, 2 camera licenses

and cables needed for a fully functional PTZ camera system. Also, there shall be a slack of 15' of PTZ camera cable in each of the pull boxes and the traffic signal cabinet. These items are considered incidental to the PTZ camera system and shall be included in the price for the PTZ camera system. The Contractor shall coordinate with KCMO staff for configuration of existing network equipment for routing of video feeds. The Contractor shall mount the PTZ camera system equipment and label all the cables in an organized manner to meet the approval of the Engineer. The Contractor shall coordinate with KCMO signal staff for proper connection to the existing cabinet. Also, the Contractor shall ensure that the PTZ camera has the latest firmware and shall provide to the city staff an inventory containing model numbers and part numbers of the equipment installed at each of the intersections. The contractor shall provide a 5 year (minimum) warranty for the installed equipment from the date of completion of the project.

7.3 Thermal Video Detection System

The Contractor shall supply and install all equipment and connections necessary to provide a fully operational thermal video detection system with a TCP/IP interface. The thermal video detection system shall meet the following requirements:

- The thermal video detection system shall consist of a 320 x 240 (minimum) resolution thermal video camera, a Video Detection Processor (VDP) and Extension Modules(s) (EM) mounted on standard 170/2070 Input File(S); the VDP and EM shall be from the front of the modules and through connectors, e.g. RJ or D type; video signal from the camera(s) shall be input to the front of the VDP modules(s); and, the modules(s) shall be powered directly through the edge connector of the modules from cabinet's 24 volt power supply, and without any additional cabling/wiring. The VDP shall utilize the input file in the cabinet to provide detection inputs to the controller.
- The system shall include software that detects and counts vehicles in multiple lanes of each direction using only one video camera. Advanced Zones (AZ),

Count Zones (CZ) and Detection Zones (DZ) shall be defined using only a video menu and a pointing device, to define and place zones on a video image. Separate zones will need to be configured for bike lanes. Up to 24 AZ, CZ and DZ per camera will need to be programmed by the contractor.

- The actual number of AZ, CZ and DZ shall be determined in the field by the Engineer. AZ, CZ and DZ for each lane shall be on a separate channel in the video detection module.
- The thermal video detection system shall also include equipment and cables necessary to support remote access to video detection processors via a TCP/IP interface that supports a 10/100 Base-T standard. The equipment shall also be capable of providing remote configuration and diagnostics of the video detection processors and transmitting video in MPEG 4 format via a TCP/IP interface, which can be viewed at a remote computer.
- Thermal video detection system shall include an appropriate cable assembly, which shall provide Red/Green inputs to the video detection modules. Phase status shall be displayed when video detection modules are connected to an external video monitor.
- Thermal video detection system shall also include a TCP/IP communication interface to configure thermal video cameras using a laptop or a computer at the traffic signal cabinet.
- Field of View (FOV) of the detection camera shall provide for a clear unobstructed view of the approach and shall be selected to allow for AZ, CZ and DZ. FOV and focal length selected for each approach shall need to be reviewed and approved by the Engineer.
- Thermal video camera shall use sun-safe VOx uncooled thermal sensor. Thermal video camera and video detection processors installed shall need to work seamlessly to provide for a fully functional thermal video detection system.
- Thermal video cameras shall utilize an athermalized lens and lens heater to provide sharp high-quality infrared imagery in all temperature and weather conditions.

- The contractor shall provide a 3 year (minimum) warranty for the thermal video cameras from the date of completion of the project.
- Thermal video camera placement adjustment, setup and initial programming shall be at the direction of the manufacturer's representative and shall need to be reviewed and approved by the Engineer. Unit prices for the thermal video detection system shall include all accessories, cables (including but not limited to 175' each of coax, power and communication cable), mountings, surge suppression, power supplies, etc., approved by the manufacturer, necessary for a fully functional system.
- The contractor shall ensure that the equipment installed has the latest firmware and shall provide to the city staff an inventory containing model numbers and part numbers of the equipment installed. The installed detection system shall be configured to limit the detection error range during day and night time from 0 to +3% for normal conditions and from 0 to +5% during inclement weather conditions. Negative error or missed detections of bikes and vehicles will not be acceptable.

7.4 Thermal Video Camera

The contractor shall supply and install a thermal video camera that shall be integrated to work as a part of the existing video detection system. The thermal video camera shall be connected using cabling that is fully compatible with the existing non thermal video detection cameras and existing/proposed IP/serial video detection modules. The thermal video cameras shall meet the following requirements:

- The resolution of the thermal video camera shall be at least 320 x 240.
- The thermal video camera shall need to operate at an input voltage of 120 VAC or as approved by the Engineer.
- Thermal video cameras shall have the ability to display the temperature of the road surface within the Field of View.

- Field of View (FOV) of the thermal video camera shall provide for a clear unobstructed view of the approach and shall be selected to allow for AZ, CZ and DZ. FOV and focal length selected for each approach shall need to be reviewed and approved by the Engineer.
- Thermal video camera shall use sun-safe VOx uncooled thermal sensor. Thermal video camera shall need to work seamlessly with the existing/proposed equipment to provide for a fully functional thermal video detection system.
- Thermal video cameras shall utilize an athermalized lens and lens heater to provide sharp high-quality infrared imagery in all temperature and weather conditions.
- Thermal video cameras shall have a communication interface for configuration and firmware updates using a laptop or a computer at the traffic signal cabinet.
- The contractor shall provide a 3 year (minimum) warranty for the thermal video cameras from the date of completion of the project.
- Thermal video camera placement adjustment, setup and initial programming shall be at the direction of the manufacturer's representative and shall need to be reviewed and approved by the Engineer. Unit prices for the thermal video camera shall include all accessories, cables (including but not limited to 200' each of coax, power and communication cable to provide for a communication interface to the thermal video cameras at the traffic signal cabinet), surge suppression, power supplies mountings, etc., approved by the manufacturer, necessary for a fully functional system. The installed detection system shall be configured to limit the detection error range during day and night time from 0 to +3% for normal weather conditions. Negative error or missed detections of bikes and vehicles will not be acceptable.
- The contractor shall ensure that the equipment installed has the latest firmware and shall provide to the city staff an inventory containing model numbers and part numbers of the equipment installed.

7.5 Video Detection Processors

The contractor shall supply and install IP based video detection processors and cables necessary to support remote access via a TCP/IP interface that supports a 10/100 base-t standard. The equipment shall be capable of providing remote configuration and diagnostics of the video detection processors and transmitting video in MPEG 4 format via a TCP/IP interface, which can be viewed at a remote computer. The contractor shall supply SDLC cable assembly (or as approved), which shall provide Red/Green inputs to the video detection processors/modules. Phase status shall be displayed when video detection modules are connected to an external video monitor. The contractor shall setup Advanced Zones (AZ), Count Zones (CZ) and Detection Zones (DZ) using only a video menu and a pointing device to define and place zones on a video image. Separate zones will need to be configured for bike lanes. The actual number of AZ, CZ and DZ shall be determined in the field by the Engineer. AZ, CZ and DZ for each lane shall need to be on a separate channel in the video detection module. Detection zone placement adjustment, setup and initial programming shall be at the direction of the manufacturers' representative and approved by the engineer. The contractor shall ensure that the equipment installed has the latest firmware and shall provide to the city staff an inventory containing model numbers and part numbers of the equipment installed. The contractor shall provide a 3 year (minimum) warranty for the installed equipment from the date of completion of the project. Unit prices for the video detection processors shall include all accessories, cables, mountings, setup and configuration etc., necessary to provide for a fully functional detection system. The installed detection system shall be configured to limit the detection error range during day and night time from 0 to +3% for normal weather conditions. Negative error or missed detections of bikes and vehicles will not be acceptable.

7.6 Radar Presence Detection System

The Contractor shall supply and install all equipment and connections necessary to provide a fully operational side fire radar presence detection system with a TCP/IP interface, as per the Radar Presence Detector Detail shown in the plans.

The Radar Presence Detection System shall have the following specifications:

- Matrix design of 16 radars
- Maximum Number of Zone = 16
- Maximum Number of Channels = 16
- Supports Curved and Angled Lanes
- Delay and Extend functionality
- Detection Range: 6 ft to 140 ft
- Field of view 90 degrees
- Real time presence data for up to 10 lanes
- Power consumption = 9W
- Operating Temperature = -40C to 74C
- Operating Humidity = Up to 95% RH (non-condensing)

The radar cabinet interface shall have the following specifications:

- SDLC connection
- Ethernet port for network connectivity
- Provide up to 64 detector channels
- Four terminal clocks for power and RS-485 communication
- Four RJ-11 jacks for connecting to contact closure devices
- Ambient Operating Temperature = -34C to 74C
- Humidity = Up to 95% RH
- Supply Voltage = 90 – 260 VAC
- Max Power = 75W at 80C

The radar system providing stop bar detection shall include Digital Wave Radar II TM technology or approved equivalent to detect and report presence of vehicles. The system shall include flexible lane configuration supporting real-time presence data of vehicles in motion in 10 lanes with sensor outputs for 16 channels and 16 detection zones with 1 ft. zone resolution. The system shall provide logic filters for zone output and provide a standard detector-rack contact-closure interface or via a SDLC cable interface. The contractor shall setup Count Zones (CZ) and Detection Zones (DZ). Separate zones will need to be configured for bike lanes. The actual number of CZ and DZ shall

be determined in the field by the Engineer. CZ and DZ for each lane shall need to be on a separate channel in a standard detector-rack contact-closure interface or via a SDLC cable interface. Radar presence detection placement adjustment, setup and initial programming shall be at the direction of the manufacturers' representative and approved by the engineer. The system shall be DIN rail mounted and installed per manufacturer's specifications and shall have presence detection zones and count zones to detect and count vehicles. Detection zones and count zones for each lane shall be assigned to a separate channel on the rack card. Appropriate length of cable shall be installed to provide power and communications to the radar unit. The cable shall be securely and cleanly mounted in the signal cabinet as approved by the Engineer. Equipment provided shall accommodate power devices for the radar system, surge suppression, and other necessary equipment for the operations of the system. The power supply necessary for operation of the system, shall be supplied with the radar detection equipment. Radar detection system equipment located in the cabinet shall be mounted as approved by the Engineer. Unit prices for the radar detection system shall include all radar antennas, accessories, cables (including but not limited to SDLC cable, 200' each of power and other communication cables, drop cables), cabinet interfaces, mountings, setup and configuration etc., necessary for a fully functional system. Each of the intersections where radar units are proposed shall be provided with total of 2 equipment interface units with an SDLC port.

7.7 Advanced Radar Detection System

The Contractor shall supply and install all equipment and connections necessary to provide a fully operational advanced radar detection system with a TCP/IP interface, as per the Radar Detector Detail shown in the plans. The radar system providing advanced detection shall include Digital Wave Radar™ technology or approved equivalent to detect and track up to 10 vehicles by lane. The system shall include flexible lane configuration supporting real-time presence data of vehicles in motion in 6 lanes with sensor outputs for 12 channels and 12 detection zones with 5 ft. zone resolution. The system shall provide a detection range of 500 feet and report estimated time of arrival, speed and range of vehicles approaching the stop bar. The system shall provide logic filters for zone output by utilizing a standard detector-rack contact-closure interface or by utilizing a SDLC cable interface. Radar detection placement adjustment, setup and initial programming shall be at the direction of the manufacturers' representative and approved by the engineer. The system shall have capability to provide detection data in a standard detector-rack

contact-closure interface and also directly to a controller through SDLC port. The system shall be mounted and installed per manufacturer's specifications. Appropriate length of cable shall be installed to provide power and communications to the radar unit. The cable shall be securely and cleanly mounted in the signal cabinet as approved by the Engineer. Equipment provided shall accommodate power devices for the radar system, surge suppression, and other necessary equipment for the operations of the system. The power supply necessary for operation of the system, shall be supplied with the radar detection equipment. Radar detection system equipment located in the cabinet shall be mounted as approved by the Engineer. Unit prices for the radar detection system shall include all accessories, cables (including but not limited to SDLC cable, 200' each of power and other communication cables), mountings, setup and configuration etc., necessary for a fully functional system. The installed detection system shall be configured to limit the detection error range during day and night time from 0 to +3% for normal weather conditions. Negative error or missed detections of bikes and vehicles will not be acceptable.

7.8 Accessible Pedestrian Signals

Accessible Pedestrian Signals (APS) installations shall meet the most current requirements of the Americans with Disabilities Act (ADA), the Manual on Uniform Traffic Control Devices (MUTCD) and the Public Rights-of-Way Accessibility Guidelines (PROWAG). The contractor shall install the APS units as per the manufacturer guidelines and program the APS units as approved by the engineer. The installed APS units shall meet the following (minimum) requirements:

- APS equipment provided shall include the push button, control unit mountable in pedestrian signal head, signal cable, mounting hardware, connectors, one configurator/setup box and/or PC software needed to update firmware and to read/write/save configuration/audio files, and all other auxiliary equipment required to provide a complete and operational system. Contractor is responsible for completing all installation and configuration, as approved by the Engineer, to provide an operating accessible pedestrian signal system.
- Speech messages shall be patterned as per the latest version of the MUTCD, programmed and configured to be turned on/off by the user using a configurator/setup box and/or a PC.

Electronic copy of speech messages and PC software license(s) needed for configuration shall be provided to City staff. Configurator/setup box and/or PC software needed for firmware updates and to read/write/save configuration files/audio files shall be supplied with this project, and is considered subsidiary to the cost of the system.

- Where APS units are installed at least 10' apart at all corners of the intersection, the APS units shall be configured for the following:
 - Single Push (less than 1 Second)
 - “Wait” message
 - Vibrotactile and Percussive tone to indicate Walk Interval
 - Latching pilot light
 - Extended Push (1 sec or more)
 - All options similar to a single push button press and
 - Speech push button information message
- Where APS units are installed at less than 10' apart at any corner(s) of the intersection, the APS units shall be configured for the following:
 - Single Push (less than 1 Second)
 - “Wait” message
 - Vibrotactile and custom speech message to indicate Walk Interval
 - Latching pilot light
 - Extended Push (1 sec or more)
 - All options similar to a single push button press and
 - Speech push button information message
- Push button information message for crosswalk to median where a second button push is required should be patterned as follows:
 - “Wait to cross Briarcliff at Mulberry. Median with push button.” as per section 4E.13 of MUTCD which refers to ITE’s Electronic Toolbox for Making Intersections More Accessible for Pedestrians Who are Blind or Visually Impaired. Reference document “Determining Recommended Language for Speech Messages used by Accessible Pedestrian Signals”
www.ite.org/accessible/APS_Speech.pdf.
- Push button information message for midblock crossings should be patterned as follows:

- “Wait to cross Charlotte at 2300 Block.”
- APS units shall be programmed to set the locator tone and WALK indication to be heard within 6 – 12 feet, or to the building line whichever is less.
- KCMO pre-approved push button locator tone(s) and percussive tone(s) shall be used. Push button locator tone, audible tones, audible speech messages and speech push button information message shall be user configurable and no more than 2 - 5dBA above ambient sound.
- Automatic volume adjustment feature in response to ambient traffic sound level shall be provided up to a maximum volume of 100 Dba.
- APS units shall have a pilot light and vibrotactile WALK indications. Tactile arrows should have good visual contrast with their background.
- Speaker, microphone and vibrotactile indications should be located at the push button.
- Extended push button press shall be capable of activating additional features, including but not limited to push button information message and longer crossing time.
- A R10-3e sign (9” X 15”) with street name in Braille (Grade 2) located below the direction arrow on the sign.
- All volumes, optional features, and field selectable options are to be user settable using a central control unit located in the traffic signal cabinet and via a secure USB port at the push button. The central control unit shall be secured in the cabinet as approved by the Engineer. The total linear dimension (length + height + width) of the central control unit should not exceed 17”.
- When 2 APS units are installed on the same pole, proper vibratory insulation and a rubber gasket shall be used to isolate and prevent vibrations from being detected on the un-activated unit. If APS equipment is installed on a pedestrian pole/street light pole, back plate shall be installed to direct sound from the speakers towards the crosswalk and the sidewalks, if the speakers are not located on the front face of the APS units.
- Push button installations shall be based on final sidewalk grade and not based on pole grade for lowered or raised sidewalk sections.
- The control face of the push button should be installed, to face the intersection, closest to the crosswalk line farthest from the intersection, parallel to the direction of the crosswalk it serves, centered and adjacent to a level landing and, before the detectable warning. The

APS units shall be installed to comply with all the requirements in the latest version of Public Rights-Of-Way Accessibility Guidelines including, but not limited to, the unobstructed horizontal reach range of 10”.

- APS Extension Bracket to allow up to an extension length of 12” shall be provided for each of the APS units and are considered subsidiary to the cost of the APS units. Extension brackets will need to be installed, if needed based on field conditions, to meet the PROWAG reach range requirements.

7.9 Internally Illuminated Street Name Signs

Internally Illuminated Street Name Signs (IISNS) furnished and installed shall meet the most current requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and Standard Highway Signs 2004 Edition - 2012 Supplement except for the following specifications:

- Length of Sign: Up to 120” in 6” increments
- Height of Sign: 18” (excluding the sign housing)
- Font Type: Clearview Hwy 4-W; Font spacing can be changed to Clearview Hwy 4-WR, Clearview Hwy 3-W or Clearview Hwy 3-WR, if sign length will exceed 120” and is approved by the Engineer
- Font Size: 8”
- Font Color: White, shall meet MUTCD legend color requirements
- Background Color: Green (3M EC Green 1177 or approved equivalent), retro reflective, shall meet MUTCD background color requirements.
- Sign Sheeting: 3MTM ElectrocutTM film or approved equivalent
- Internal Illumination Source: LED or approved equivalent
- Installed Weight of Sign: Maximum of 10 pounds per linear foot, including mounting hardware.
- Pictograph/Logos: Required, Varies based on location (KCMO Parks or KCMO Fountain or CBD)
- Black End/Top/Bottom Panel Width: 2.0” (maximum)
- End/Top/Bottom/Back Panel Color: Exterior of sign housing to be powder coated black , interior of sign housing to be painted gloss white enamel finish.

- Photo Cell: Yes, to activate internal light source during dim ambient light
- Power Supply Location: Internal to the sign, shall be mounted to the side chassis of the sign and will need to be easily accessible.
- Power Supply Input Voltage: 120 VAC
- Power Supply Output Power: 100W
- Junction Box: Aluminum housing with neoprene rubber (or approved equivalent) gasket. Externally mounted to the side of the sign or built into the side of the sign housing. The mounting location shall need to provide for easy access after the installation.
- Contrast Ratio: Legend / Background contrast ratio 4:1 (minimum)
- IISNS Samples:



- Wind Load: 110 mph (minimum) with 1.14 gust factor and ice loading as per AASHTO LTS-4 2001 or later
- Electrical Certification: Listed to UL48
- Logos shall need to meet KCMO logo standards. Logo height and width shall not exceed the upper-case letter height of the principal legend of the sign. KCMO Parks logo uses PMS 376 and PMS 574 while the KCMO logo uses white color. Sun spot on the KCMO Parks logo may be omitted. **City staff will provide logo changes and/or details during the shop drawing review process.**

The Contractor shall furnish and install manufacturer recommended fasteners, safety cables and mounting brackets required to install the IISNS on curvilinear mast arms/straight mast arms/signal poles. The color of the appropriate mounting hardware shall match the color of the traffic signal poles at the intersection. The Contractor shall supply and install 10 AWG / 3C

IMSA 20-1 stranded cables for supplying power from the traffic signal cabinet to the IISNS as approved by the Engineer. The Contractor shall be responsible for completing all installation and configuration of the IISNS, as per the plans, manufacturer guidelines, and as approved by the Engineer, to provide a fully functional IISNS. Unit prices for the IISNS shall include all accessories, cables, power supplies, mountings, etc., approved by the manufacturer, necessary for a fully functional IISNS.

TYPICAL IISNS SIGN DETAIL:



7.10 Priority Control System

The contractor shall install Priority Control System at the intersection. The Priority control equipment shall be compatible with KCMO's GTT Central Management System. The Priority Control System installed shall provide for interoperability between infrared and GPS radio priority control technologies and at a minimum shall include the following:

- Single channel, dual detection detector mounted on the mast arm to achieve a minimum range of 1000', for each of the approaches.
- One multimode phase selector; four-channel, dual priority, multimode encoded signal device powered using 24VDC from the input file and containing built-in power supply to support the installed detectors.

- Auxiliary Interface Panel
- 800' of manufacturer recommended outdoor rated detector cable; three color-coded conductors, conductive shield and drain, and PVC jacket
- Software License
- Appropriate mounting hardware, accessories and cables, as approved by the Engineer

The color of the mounting hardware installed shall match the color of the traffic signal poles at the intersection. The Contractor shall supply and install manufacturer recommended outdoor rated detector cable from the traffic signal cabinet to each of the detectors, as approved by the Engineer. The Contractor shall be responsible for completing all installation and configuration of the Opticom Priority Control System, as per the manufacturer guidelines and as approved by the Engineer, to provide a fully functional Opticom Priority Control System. The contractor shall ensure that the equipment installed has the latest firmware and shall provide to the City staff an inventory containing model numbers and part numbers of the equipment installed. Unit price for the Opticom Priority Control System shall include equipment, accessories, cables, mountings, etc., setup and configuration necessary to provide for a fully functional Opticom Priority Control System at the intersection.

7.11 Pedestrian Presence Detection System

The contractor shall install Pedestrian Presence Detection System for each of the pedestrian crossing locations. The Pedestrian Presence Detection System shall be capable of intelligently detecting pedestrian presence within a 20' X 15' (minimum) area adjacent to the APS unit when mounted at 15' height. The Pedestrian Presence Detection System installed shall utilize network based system architecture and at a minimum shall include/provide for the following:

- 3D Stereovision Sensor capable of detecting normally during all weather conditions and changes in illumination, both slow changes and abrupt changes.
- IP-addressable and provides for remote configuration and monitoring via a native TCP/IP port
- 2 optically insulated dry contacts per sensor
- Sensor resolution of 640 X 480 (minimum)

- Wide field of view for providing a 20' X 15' (minimum) detectable area with a detection accuracy of 98% (minimum) at light levels down to 2 lux.
- 5 second startup time after power failure.
- Led at the sensor and the cabinet to indicate status of the system.
- Power supply and Ethernet interface board/unit.
- Capable of interfacing with Accessible Pedestrian Signals.
- 210' of outdoor rated shielded cable CAT 5E cable. A 10' of slack cable shall be available in each of the pull boxes and the signal cabinet.
- Appropriate mounting bracket so as to achieve a plan view of the detectable area

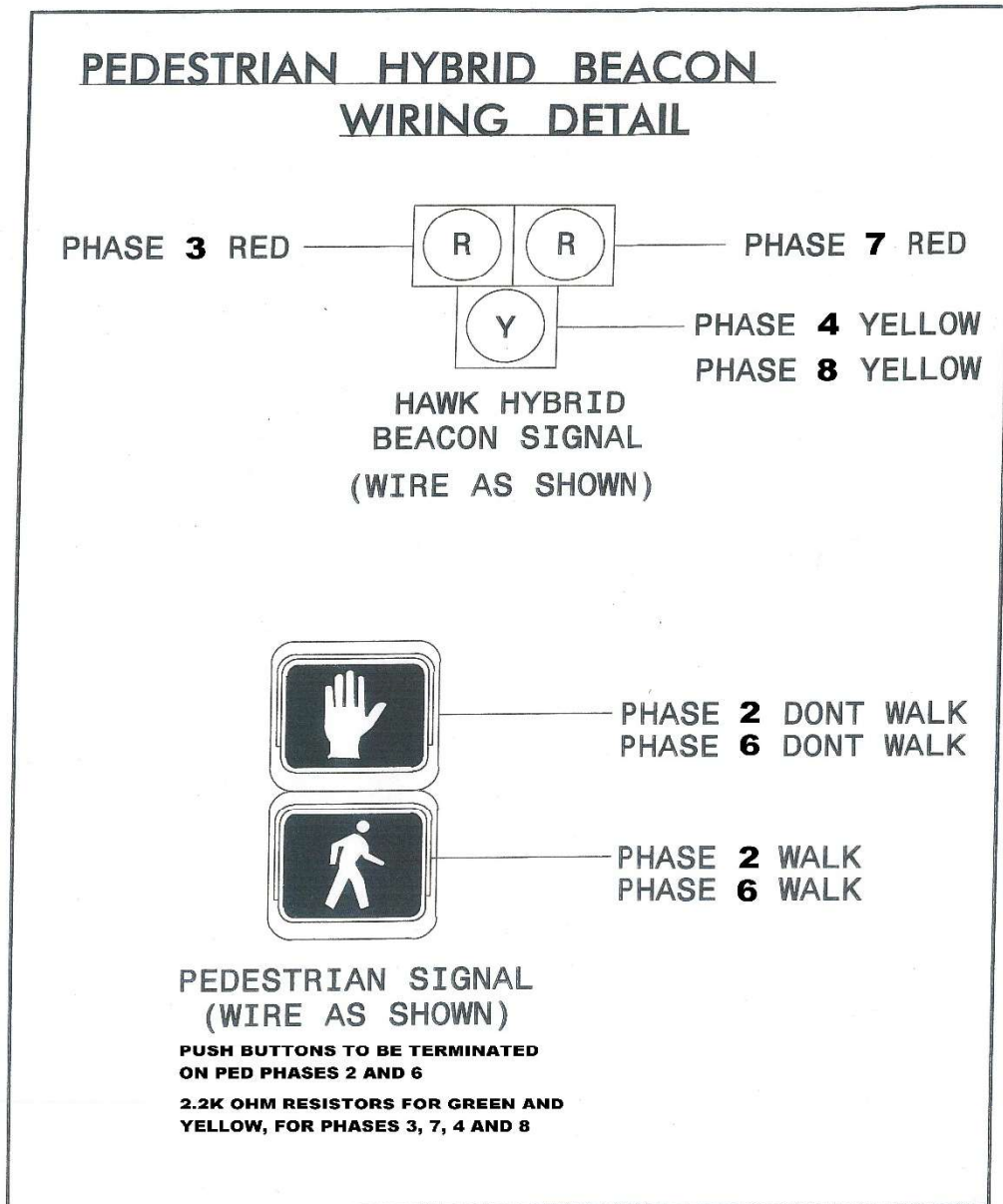
The Contractor shall supply and install manufacturer recommended outdoor rated Cat 5E cable from the traffic signal cabinet to each of the sensors, as approved by the Engineer. The Contractor shall be responsible for completing all installation and configuration of the Pedestrian Presence Detection System, as per the manufacturer guidelines and as approved by the Engineer, to provide a fully functional Pedestrian Presence Detection System. The contractor shall ensure that the equipment installed has the latest firmware and shall provide to the City staff an inventory containing model numbers and part numbers of the equipment installed. The Contractor shall mount the equipment and label all the cables in an organized manner to meet the approval of the Engineer. The contractor shall provide a 3 year (minimum) warranty for the installed equipment from the date of completion of the project. Unit price for the Pedestrian Presence Detection System shall include equipment, accessories, cables, mountings, etc., setup and configuration necessary to provide for a fully functional Pedestrian Presence Detection System for each of the pedestrian crossing locations. The installed detection system shall be configured to limit the detection error range during day and night time from 0 to +3% for normal weather conditions. Negative error or missed detection of pedestrians will not be acceptable.

7.12 Pedestrian Hybrid Beacon/Hawk Signal Wiring Templates

The resistors supplied and installed by the contractor for the phase outputs shall be secured in the cabinet so as to minimize the possibility of shorting and to minimize the impact of the heat

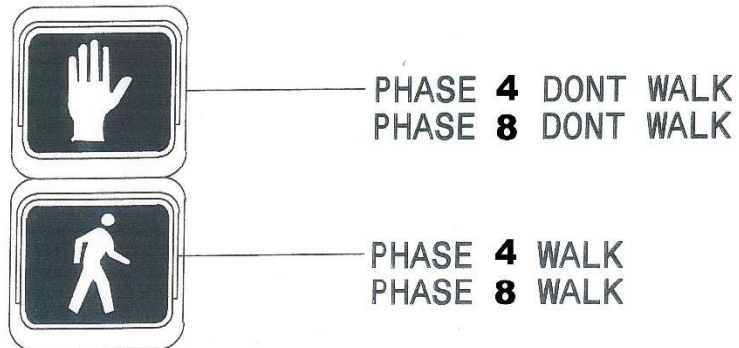
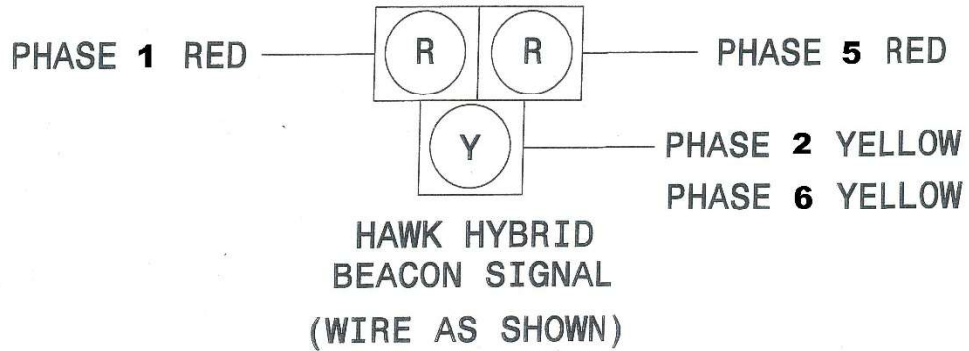
generated on wiring and equipment in the cabinet. Refer to the following schematics for wiring templates at Pedestrian Hybrid Beacon/Hawk signals:

North – South Template:



East – West Template:

PEDESTRIAN HYBRID BEACON WIRING DETAIL



PEDESTRIAN SIGNAL
(WIRE AS SHOWN)

**PUSH BUTTONS TO BE TERMINATED
ON PED PHASES 4 AND 8**

**2.2K OHM RESISTORS FOR GREEN AND
YELLOW, FOR PHASES 1, 5, 2 AND 6**

7.13 Remote Power Switch

The Contractor shall supply and install a 1U, 4 outlet (minimum) remote power switch as approved by the Engineer. The switch shall have surge protection and shall provide secured remote power source management operation and AC current monitoring via TCP/IP interface. The manufacturer provided warranty for the installed equipment shall start from the date of completion of the project. The installed switch shall provide for the following features:

- Standard 19" 1U chassis and 6" in depth.
- AC Current Draw Monitoring
- Source IP Address Access Filtering/Blocking
- Remote Access using HTTP, HTTPS, Telnet and SSH
- Administrative and View-Only User Access Levels
- Standalone Calendar/Clock Timer for Each Power Outlet's Control
- AutoPing, Reboot and Event timers for each power outlet
- RS232 Master Service port and 10/100 BaseT RJ-45 Ethernet port

7.14 Wireless Access Unit

A Wireless Access Unit shall be installed at any one of the following locations, as approved by the engineer:

- ❖ Gregory & Prospect
 - ❖ Gregory & Troost
 - ❖ Any other location with OGL infrastructure.
-
- A Wireless Access Unit at one of these intersections shall be configured to communicate wirelessly with a Wireless Subscriber Unit at Gregory Blvd & Paseo Blvd or other location provided by the Engineer. Wireless equipment manufactured by Radwin (5000 Series), compatible with the OGL communications network and approved by the Engineer shall be installed, to enable remote communication with the traffic signal

equipment at Gregory Blvd & Paseo Blvd or other location provided by the Engineer.

Traffic signal communications from the installed location shall than be transmitted wirelessly to the OGL communications network and shall support a minimum bandwidth of 54 mbps.

- The bid item for a Wireless Access Unit shall include supply and installation of wireless radio (Access unit), lightning protection units, 200' of CAT6e outdoor rated shielded cable for connection from the cabinet to the antenna, Astro bracket assemblies for mounting of the antennas, mounting plates, auxiliary communication equipment, and configuration of the communication equipment on the OGL network by a contractor certified to configure OGL wireless equipment. All mounting equipment/accessories shall match the color of the poles at the location where the unit is installed.
- Wireless radio antennas shall be mounted at a minimum of 25 feet so as to provide clear line of sight. The actual mounting location of the antenna at the location approved by the Engineer will be decided by the contractor, certified to configure OGL wireless equipment, in the field based on the best line of sight to the subscriber unit at Gregory Blvd & Paseo Blvd. The contractor shall coordinate the installation of the equipment with OGL staff and City of Kansas City, MO staff.
- Contractor shall test all installed communication equipment and verify available bandwidth and connectivity to the OGL communications network. A document containing the test results with the SNR value will be provided to the city staff for review. Also, an inventory containing model numbers and part numbers of equipment installed at shall be provided to the city staff. A licensed copy of the software used to configure the radios shall also be provided to and City of Kansas City, MO staff.
- The contractor shall be responsible for providing all equipment needed for a fully functional interconnect system.

7.15 Wireless Subscriber Unit

A Wireless Subscriber Unit shall be installed at Gregory Blvd & Paseo Blvd or any other location, as approved by the engineer.

- A Wireless Subscriber Unit at the intersection shall be configured to communicate wirelessly with a Wireless Access Unit. Wireless equipment manufactured by Radwin (5000 Series), compatible with the OGL communications network and approved by the Engineer shall be installed, to enable remote communication with the traffic signal equipment at the installed location. Traffic signal communications from the location shall then be transmitted wirelessly to a wireless Access Unit and to OGL communications network and shall support a minimum bandwidth of 54 mbps.
- The bid item for a Wireless Subscriber Unit shall include supply and installation of wireless radio (Subscriber unit), lightning protection units, 200' CAT6e outdoor rated shielded cable for connection from the cabinet to the antenna, Astro bracket assemblies for mounting of the antennas, mounting plates, auxiliary communication equipment, and configuration of the communication equipment on the OGL network by a contractor certified to configure OGL wireless equipment. All mounting equipment/accessories shall match the color of the poles at the location where the unit is installed.
- Wireless radio antennas shall be mounted at a minimum of 25 feet so as to provide clear line of sight. The actual mounting location of the antenna at the location approved by the Engineer will be decided by the contractor, certified to configure OGL wireless equipment, in the field based on the best line of sight to the Access unit. The contractor shall coordinate the installation of the equipment with OGL staff and City of Kansas City, MO staff.
- Contractor shall test all installed communication equipment and verify available bandwidth and connectivity to the OGL communications network. A document containing the test results with the SNR value will be provided to the city staff for review. Also, an inventory containing model numbers and part numbers of equipment installed at shall be provided to the city staff. A licensed copy of the software used to configure the radios shall also be provided to and City of Kansas City, MO staff.
- The contractor shall be responsible for providing all equipment needed for a fully functional interconnect system.

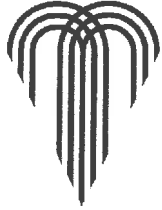
ATTACHMENT B

BID FORMS

1. Facility Repair & Maintenance Bid Form/Contract
2. 00410.01 Experience Reference Form
3. 00412 Unit Prices
4. 00490 Pre-Contract Bidder's Certification

Bidder: Custom Lighting Services LLC dba Dave & McDermott

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

**FACILITY REPAIR & MAINTENANCE
BID FORM/CONTRACT**

Project/Contract No. EV3711-02

**Title IDIQ TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE
AND REPAIR**

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, this Bid Form/Contract will become the Contract between Bidder and City for Bidder to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.

2. Bidder agrees the Contract will comprise the entire agreement between City and Bidder. The Contract documents are identified in the Part I Special Terms and Conditions and Part II Standard Terms and Conditions and are incorporated into and made a part of this Bid Form/Contract by reference.

3. Bidder agrees that if this Bid Form/Contract is executed by City, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the City to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.

4. The Bid Price(s) shall be shown in figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES \$

1,077,711.⁰⁰

5. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by City is acceptable to Bidder.

6. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

Bidder: Custom Lighting Service LLC dba Buck & McDonald

8. 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form(s) must be completed and returned with this Bid.

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

Addendum Number	Dated	Addendum Number	Dated
(<u>1</u>)	(<u>05/22/25</u>)	()	()
(<u>2</u>)	(<u>06/11/25</u>)	()	()
(<u>3</u>)	(<u>06/12/25</u>)	()	()
()	()	()	()
()	()	()	()
()	()	()	()
()	()	()	()

10. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City's Workforce Ordinance. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents.

11. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Part II Standard Terms and Conditions as incorporated by reference into this Bid Form/Contract.

12. The following Sections constitute the Affidavit of Intended Utilization, required to be submitted by Bidders. The City's HRD Forms and Instructions are incorporated hereto and made part of this Bid Form.

13. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

Bidder: Cusum Lighting Services LLC dba Black & McDaniel

14. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 HRD 08 Contractor Utilization Plan/Request for Waiver**.

PROJECT GOALS: 6% MBE 6% WBE

BIDDER PARTICIPATION: 6 % MBE 6 % WBE

15. To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: **(All firms must currently be certified by Kansas City, Missouri Human Relations Department)**

- a. Name of M/WBE Firm GSC Lighting & Supply
Address 16506 Cornerstone Drive Belton, MO 64012
Telephone No. 816-322-6999
I.R.S. No. _____
Area/Scope of work MATERIAL SUPPLY
Subcontract amount TBD
- b. Name of M/WBE Firm Gunten Construction Company
Address 520 Division Street KEKS 66103
Telephone No. 913-362-7844
I.R.S. No. _____
Area/Scope of work SIWENALK, ADA RAMPS
Subcontract amount TBD
- c. Name of M/WBE Firm ELECTRONIC TECHNOLOGY, INC.
Address 11505 WEST 79TH LENEXA, KS 66214
Telephone No. 913-962-8083
I.R.S. No. _____
Area/Scope of work MATERIAL SUPPLY - INSULATION
Subcontract amount TBD

16. Bidder agrees that failure to meet or exceed the M/WBE Goals for the Bid will require the Director of Human Relations to recommend disapproval of the Bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions and the City's MBE/WBE Ordinance.

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

(If required, submit Bid security with Bid.)

Business Entity Type:

☐ Missouri Corporation

Legal name and address of Bidder:

Cusum Lighting Services LLC dba Black & McDaniel

- ☐ Foreign Corporation
☐ Fictitious Name Registration
☐ Sole Proprietor
☒ Limited Liability Company
☐ Partnership
☐ Joint Venture
☐ Other: _____

(Specify)

Bidder:

Crown Light Source LLC dba Crowl McDonald
6900 EXECUTIVE DRIVE
KANSAS CITY, MO 64120

Telephone No.

816-483-0257

Facsimile No:

NO FAX

E-Mail Address:

jprochko@blelandmcdonald.com

Federal Identification Number

43-177995L

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

By:

[Signature]
(Signature)

Jerry Prochko

(Print Name)

Title:

Defendant Manager

Date:

06/24/2025

(Attach corporate seal if applicable)

NO SEAL

Bidder: Custom Lighting Services LLC dba Buxa & McDaniels
ACCEPTANCE OF BID

City, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract documents shall constitute the Contract between the Parties.

City shall pay Contractor for completion of the Work in accordance with the Contract documents a maximum amount of three million Dollars, (\$ 3,000,000). The Contract Price includes:

00412 Unit Prices, included in the Bid, a copy of which is attached

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

Assistant City Attorney



EXPERIENCE AND REFERENCE SUMMARY

Project/Contract No.: EV3711-02

Project Title: IDIQ TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND REPAIR

Firm's Legal Name	Custom Lighting Services LLC dba Black & McDonald
Mailing Address	6900 Executive Drive Kansas City, MO 64120
Contact – Name & Email	Jerry Prochko - jprochko@blackandmcdonald.com
Contact – Phone & Fax	816-483-0257 - No Fax

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	KCMO Streetlighting Maintenance Kansas City, MO	KCMO - 5301 Municipal KCMO Mahmoud Hadjian 816-513-9800	2022 - 2032 On Going	\$ 20,000,000.00 +
2.	1-35/I-435/K10 Gateway Interchange Lenexa - Olathe, Kansas	KDOT - Olathe District Office Olathe, KS Kevin Kellerman 913-721-2754	2015 - 12/30/2017	\$ 11,000,000.00 +
3.	MoDOT - Buck O'Neil Bridge - Hwy169 Design Build - KCMO	MoDOT - 600 Colbern Road LSMO James Pflum 816-927-9212	Fall 2021 Completion 5/30/2025	\$ 3,600,000.00 +
4.	Metcalf Ave Improvements 91st to 99th Overland Park, KS	OPKS - 8500 Santa Fe Drive OPKS Shawn Gotfredson 913-895-8303	June 2023 Completion 11/30/2024	\$ 1,900,000.00 +
5.				
6.				
7.				
8.				
9.				



Black&McDonald

June 24, 2025

To: KCMO

Re: EV3711 – IDIQ Traffic Signal Construction, Maintenance, and Repair

Dear Madam / Sir:

The following are the key personnel and other projects details for the above-mentioned project.

GC Project Manager – Jerry Prochko
13 Years with Black & McDonald – Olathe, KS Resident – Committed to this project – 35 years of experience in the Traffic Signal & Lighting industry

On-Site Field Superintendent – Darryl Blevins
20+ Years with Black & McDonald – Kansas City, MO Resident – Committed to this project – Lineman General Foreman with 25+ years in the Electrical & Lighting industry

QC/QA Manager – Jerry Prochko
Same as above

Safety Officer – Andrew Frencken
5+ Years with Black & McDonald – Knob Noster, MO Resident – Committed to all Safety for our projects – Certified Safety Professional for over 10 Years

Success on this project is clear communications from both the City and our staff to insure all work required is completed. Each intersection will have different challenges due to the work at hand, underground utilities, and traffic management. We will successfully address each challenge to provide a fully operational traffic signal upgraded as needed.

No project schedule at this time.

The project will have its own unique Safety Plan as with all of our projects. Details on our operations will be included along with hazards that we see. Daily Safety reports will be completed by our crew and will be available to the City if needed. Our current EMR is .50

We have no written notices of violations of Federal or State prevailing wage statute and we have no violations of not meeting any federal, state, or local DBE/MBE/WBE programs with no liquidated damages tied to either one of these.

We have not been barred or rescinded from any bidding.

We are current on all Federal and State income tax withholding and unemployment insurance payments.

No litigation or arbitration over the past 5 years. No Bond failure to perform issues.

We have met past project MBE / WBE goals on our projects.

If you have any questions, please call at 816-269-5829.

Sincerely,

Jerry Prochko

Jerry Prochko
Black & McDonald



UNIT PRICES

Project Number : EV3711

Project Title: IDIQ Traffic Signal Construction and Repairs

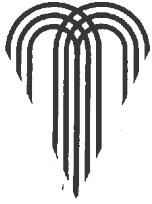
Bidder Name: Custom Lighting Services LLC dba Black & McDonald

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 2" conduit in trenches 0-75 feet	\$86.70	\$ 86.70
2	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 2" conduit in trenches 76-200 feet	\$86.10	\$ 86.10
3	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 2" conduit in trenches 201+ feet	\$63.90	\$ 63.90
4	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 3" conduit in trenches 0-75 feet	\$91.90	\$ 91.90
5	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 3" conduit in trenches 76-200 feet	\$90.80	\$ 90.80
6	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 3" conduit in trenches 201+ feet	\$69.30	\$ 69.30
7	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 4" conduit in trenches 0-75 feet	\$95.90	\$ 95.90
8	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 2" bored conduit 0-75 feet	\$47.00	\$ 47.00
9	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 2" bored conduit 76-200 feet	\$47.00	\$ 47.00
10	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 2" bored conduit 201+ feet	\$47.00	\$ 47.00
11	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 3" bored conduit 0-75 feet	\$53.50	\$ 53.50
12	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 3" bored conduits 76-200 feet	\$53.50	\$ 53.50
13	L.F.	1	Supply & install schedule 40 polyvinyl chloride (PVC) 3" bored conduit 201+ feet	\$53.50	\$ 53.50
14	L.F.	1	Additional Incurred Cost for installing conduit in rock	\$217.70	\$ 217.70
15	Ea.	3	Supply & install Pull Box Type I (Traffic Signal)	\$2,688.00	\$ 8,064.00
16	Ea.	1	Supply & install Pull Box Type II (Traffic Signal)	\$3,853.20	\$ 3,853.20
17	Ea.	1	Supply & install 12x18 Quazite/Armorcast Street Lighting Box	\$1,077.60	\$ 1,077.60
18	Ea.	1	Supply & install 36x24x30d Quazite/Armorcast Fiber Box	\$4,886.60	\$ 4,886.60
19	Ea.	1	Supply & install 48x30x30d Quazite/Armorcast Fiber Box Double Lid	\$6,008.00	\$ 6,008.00
20	Ea.	1	Supply & install concrete base, type B8	\$7,800.60	\$ 7,800.60
21	Ea.	1	Supply & install concrete base, type B10	\$8,784.20	\$ 8,784.20
22	Ea.	1	Supply & install concrete base, type B12	\$9,266.60	\$ 9,266.60
23	Ea.	4	Supply & install concrete base, type C	\$2,587.70	\$ 10,350.80
24	LF	1	Additional Incurred Cost for installing foundation in rock (LF is depth of rock)	\$548.30	\$ 548.30
25	Ls	1	Pickup mast arm poles from City (1-2 mast arm poles)	\$620.40	\$ 620.40
26	Ls	1	Pickup mast arm poles from the City (3-4 mast arm poles)	\$827.10	\$ 827.10
27	Ls	1	Pickup pedestal poles from City on same trip as mast arms (1-8 pedestal poles)	\$206.80	\$ 206.80
25	Ea.	1	Remove and dispose of up to 20 foot mast arm pole with luminaire arm and LED luminaire	\$4,497.60	\$ 4,497.60
26	Ea.	1	Remove and dispose of 21-32 foot mast arm pole with luminaire arm and LED luminaire	\$4,497.60	\$ 4,497.60
27	Ea.	2	Remove and dispose of 33-45 foot mast arm pole with luminaire arm and LED luminaire	\$4,962.80	\$ 9,925.60
28	Ea.	1	Install up to 20 foot mast arm pole with luminaire arm and LED luminaire	\$19,728.20	\$ 19,728.20
29	Ea.	1	Install 21-32 foot mast arm pole with luminaire arm and LED luminaire	\$20,457.90	\$ 20,457.90
30	Ea.	2	Install 33-45 foot mast arm pole with luminaire arm and LED luminaire	\$28,401.40	\$ 56,802.80
31	LS	1	Supply & install two wood poles for temporary signal, including down guys etc.	\$7,775.60	\$ 7,775.60
32	LS	1	Supply & install four wood poles for temporary signal, including down guys etc.	\$22,004.70	\$ 22,004.70
33	Ea.	4	Supply & install Type B Equivalent LED Luminaire	\$751.80	\$ 3,007.20
34	Ea.	4	Supply & install Type C Equivalent LED Luminaire	\$964.70	\$ 3,858.80
35	Ea.	4	Supply & install Type D Equivalent LED Luminaire	\$1,096.30	\$ 4,385.20
36	Ea.	1	Supply & install single circuit street lighting controller	\$3,972.30	\$ 3,972.30
37	Ea.	1	Remove existing street lighting controller	\$1,033.90	\$ 1,033.90
37	Ea.	2	Install 5ft pedestal pole	\$1,343.40	\$ 2,686.80
38	Ea.	2	Install 10ft pedestal pole	\$1,572.10	\$ 3,144.20
39	Ea.	2	Install 15ft pedestal pole	\$2,114.00	\$ 4,228.00
40	Ea.	8	Supply & install 6-digit pole ID tag on each pole and mast arm, per ID label listed on plans (min of 8 labels)	\$76.80	\$ 614.40
41	Ea.	2	Supply & install 20ft riser	\$4,244.20	\$ 8,488.40
42	L.F.	1	Supply & install wire stranded 7c#14 (min 250 ft)	\$3.40	\$ 3.40
43	L.F.	1	Supply & install wire stranded 5c#14 (min 250 ft)	\$3.10	\$ 3.10
44	L.F.	1	Supply & install wire stranded 2c#14 (min 250 ft)	\$2.50	\$ 2.50
45	L.F.	1	Supply & install Power Cable, 3c#8 (min 100 ft)	\$7.00	\$ 7.00
46	L.F.	210	Supply & install Power Cable, 3c#10 for luminaires (min 100 ft)	\$2.10	\$ 441.00
47	Ea.	12	Supply & install signal head, 3-section, 12", LED with bracket and 2" reflective perimeter boarder on backplate	\$1,497.30	\$ 17,967.60
48	Ea.	4	Supply & install signal head, 4-section, 12", LED with bracket and 2" reflective perimeter boarder on backplate	\$1,954.70	\$ 7,818.80
49	Ea.	1	Supply & install signal head, 5-section, 12", LED with bracket and 2" reflective perimeter boarder on backplate	\$2,433.90	\$ 2,433.90
50	Ea.	1	Remove signal head	\$155.10	\$ 155.10
51	Ea.	8	Supply & install pedestrian signal heads, 12", LED Walker and Hand, filled with countdown head, per ITE specs	\$1,159.00	\$ 9,272.00
52	Ea.	1	Remove existing pedestrian signal head	\$103.40	\$ 103.40

53	Ea.	8	Supply & install Polara accessible pedestrian pushbutton, 2 - wire system	\$1,968.60	\$ 15,748.80
54	Ea.	1	Remove pushbuttons on existing pole	\$72.40	\$ 72.40
55	Ea.	1	Supply 2 Wavetronix radar detection units, including cables, all complete	\$22,550.40	\$ 22,550.40
56	Ea.	1	Supply & install 2 Wavetronix radar detection units, including cables, all complete	\$27,112.20	\$ 27,112.20
57	Ea.	1	Supply 4 Wavetronix radar detection units, including cables, all complete	\$37,584.00	\$ 37,584.00
58	Ea.	1	Supply & install 4 Wavetronix radar detection units, including cables, all complete	\$44,226.20	\$ 44,226.20
59	Ea.	1	Supply 6 Wavetronix radar detection units (4 stop bar + 2 advanced), including cables, all complete	\$52,930.80	\$ 52,930.80
60	Ea.	1	Supply & install 6 Wavetronix radar detection units (4 stop bar + 2 advanced), including cables, all complete	\$63,928.00	\$ 63,928.00
61	Ea.	1	Supply 1-XP-21 Wavetronix detection unit, including cables, all complete	\$20,358.00	\$ 20,358.00
62	Ea.	1	Supply & install 1-XP-21 Wavetronix detection unit, including cables, all complete	\$23,983.00	\$ 23,983.00
63	Ea.	1	Supply 1-IP based Wavetronix cabinet interface unit	\$8,644.30	\$ 8,644.30
64	Ea.	1	Supply & install 1-IP based Wavetronix cabinet interface unit	\$9,471.50	\$ 9,471.50
65	Ea.	1	Supply 2-Autoscope Video detection camera, including cables, all complete	\$16,286.40	\$ 16,286.40
66	Ea.	1	Supply & install 2-Autoscope Video detection camera, including cables, all complete	\$20,848.20	\$ 20,848.20
	Ea.	1	Supply 4-Autoscope Video detection camera, including cables, all complete	\$25,682.40	\$ 25,682.40
	Ea.	1	Supply & install 4-Autoscope Video detection camera, including cables, all complete	\$33,255.10	\$ 33,255.10
67	Ea.	1	Supply 1-Autoscope Video detection camera cabinet card	\$3,319.90	\$ 3,319.90
68	Ea.	1	Supply & install 1-Autoscope Video detection camera cabinet card	\$3,733.50	\$ 3,733.50
69	Ea.	1	Supply 2-Lidar vehicle detection unit, including cables, all complete	\$17,288.60	\$ 17,288.60
70	Ea.	1	Supply & install 2-Lidar vehicle detection unit, including cables, all complete	\$25,797.50	\$ 25,797.50
71	Ea.	1	Supply Falcon 1-Lidar vehicle detection cabinet interface	\$30,067.20	\$ 30,067.20
72	Ea.	1	Supply & install 1-Falcon Lidar vehicle detection cabinet interface	\$31,307.90	\$ 31,307.90
73	Ea.	10	Supply & Install 6x30 loop, including all but lead in cables	\$4,041.90	\$ 40,419.00
74	LF	1	Loop Lead In Cables (min 25 feet)	\$2.80	\$ 2.80
75	Ea.	1	Supply GTT Opticom System; including 4 detectors, cable, and 764 cabinet card, etc.	\$9,556.40	\$ 9,556.40
76	Ea.	1	Supply & install GTT Opticom System; including 4 detectors, cable, and 764 cabinet card, etc.	\$13,692.00	\$ 13,692.00
77	Ea.	1	Supply AXIS PTZ camera, including mounting, genetec license, lightning protection, cables etc.	\$4,510.10	\$ 4,510.10
78	Ea.	1	Supply & install AXIS PTZ camera, including mounting, lightning protection, cables, all complete	\$7,933.60	\$ 7,933.60
79	Ea.	1	Supply AXIS 360 camera, including 2-genetec licenses, lightning protection, cables etc.	\$3,883.70	\$ 3,883.70
80	Ea.	1	Supply & install AXIS 360 camera, including mounting, 2-genetec licenses, lightning protection, cables, all complete	\$7,927.50	\$ 7,927.50
81	Ea.	1	Supply & install 332L cabinet all complete with landed cables, load switches etc	\$22,144.00	\$ 22,144.00
82	Ea.	1	Supply & install 303 pole mounted cabinet with landed cables, load switches etc	\$23,186.80	\$ 23,186.80
83	Ea.	1	Remove existing Signal cabinet foundation; cabinet to be returned or disposed of based on City direction	\$3,640.60	\$ 3,640.60
84	Ea.	1	Supply & install 2070 controller with 1C Module	\$6,427.00	\$ 6,427.00
85	Ea.	4	Supply & install regulatory sign for mast arm (3' x 3' signs or smaller)	\$883.40	\$ 3,533.60
86	Ea.	1	Supply & install Cabinet Auxiliary Output File	\$4,040.60	\$ 4,040.60
87	Ea.	4	Install Internally Illuminated LED street name signs, including cables etc. (min 3 signs)	\$7,304.30	\$ 29,217.20
88	Ea.	1	Supply 24-port Lantronix 24TBT managed ethernet switch (PoE++) with single power supply	\$5,011.20	\$ 5,011.20
89	Ea.	1	Supply & install 24-port Lantronix 24TBT managed ethernet switch (PoE++) with single power supply	\$5,756.80	\$ 5,756.80
90	Ea.	1	Supply 10-port Radwin IDU-SI managed ethernet switch (PoE++) with 480W power supply	\$3,810.10	\$ 3,810.10
91	Ea.	1	Supply & install 10-port Radwin IDU-SI managed ethernet switch (PoE++) with 480W power supply	\$4,403.80	\$ 4,403.80
92	Ea.	1	Supply Radwin Radio Base Station, including riser, lightning protection, bracket, cables all complete	\$7,967.90	\$ 7,967.90
93	Ea.	1	Supply & install Radwin Radio Base Station, including riser, lightning protection bracket, cables all complete	\$10,449.30	\$ 10,449.30
94	Ea.	1	Supply Radwin Radio Subscriber Unit, including riser, lightning protection, bracket, cables all complete	\$2,518.20	\$ 2,518.20
95	Ea.	1	Supply & install Radwin Radio Subscriber Unit, including riser, lightning protection, bracket, cables all complete	\$4,771.20	\$ 4,771.20
96	Ea.	1	Supply 300' 12-ct ITS Cable/Gator Patch	\$2,682.60	\$ 2,682.60
97	Ea.	1	Install 300' 12-ct ITS Cable/Gator Patch	\$2,170.30	\$ 2,170.30
98	Ea.	1	Supply Corning Fiber Splice Enclosure (144 fiber splice capacity)	\$1,016.40	\$ 1,016.40
99	Ea.	1	Install Corning Fiber Splice Enclosure (144 fiber splice capacity)	\$413.60	\$ 413.60
100	Ea.	1	Perform 6 Fiber Splices	\$2,313.50	\$ 2,313.50
101	Ea.	1	Perform 12 Fiber Splices	\$3,458.30	\$ 3,458.30
102	Ea.	1000	Supply & Install 96-ct Fiber Optic Cable with pull string and tracer wire	\$6.50	\$ 6,500.00
103	Ea.	1	Remove existing sidewalk and install new 4" sidewalk per City specifications per 25 sq ft	\$5,500.00	\$ 5,500.00
104	Ea.	1	Remove existing ADA ramps and install new ADA ramps per City specifications per 25 sq ft	\$9,625.00	\$ 9,625.00
105	Ea.	1	Arrow display panel type A, per day per location	\$914.70	\$ 914.70
106	Ea.	25	Barrels for use in traffic control, per day per location	\$56.10	\$ 1,402.50
Total Unit Prices: Item 1 through 108					\$ 1,077,711.60

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



ADDENDUM NUMBER 1

Project Number EV 3711

Project Title IDIQ Traffic Signals Construction Repairs

ISSUE DATE: 05/22/2025

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on June 10th, 2025, are amended as follows:

The Bid date for this Project stated in Document 00130 - Invitation to Bid shall be changed to: 2:00 PM, on June 17th, 2025.

Information to Bidders The following is provided to Bidders for information only:

A non-mandatory pre bid conference that's scheduled for Wednesday, June 4th at 10am cst at the following address and TEAMS link below.

Traffic Ops Center
5310 Municipal Ave,
Kansas City, MO, 64120

TEAMS Link:

Microsoft Teams [Need help?](#)

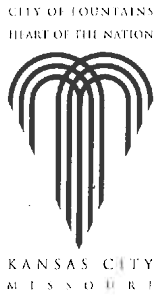
[Join the meeting now](#)

Meeting ID: 256 891 601 961 1

Passcode: NZ9u5tb9

For organizers: [Meeting options](#)

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.



ADDENDUM NUMBER 2

Contract: EV 3711

Title: IDIQ Traffic Signal Construction and Repairs

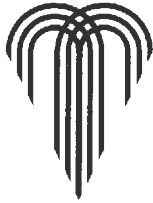
ISSUE DATE: June 11th, 2025

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on June 17th, 2025, are amended as follows:

- 1. Supplier questions with City provided answers.**
- 2. Pre-meeting attendance list.**

Questions and Answers

1. Could you explain more about goals for 6%MBE and 6%WBE?
Answer: The contractor must achieve the MBE and WBE goals for the year and not per purchase order (PO). The goals shall be evaluated before renewal of the contract each year. Example: Contractor 'A' has two POs with amounts \$500,000 and \$300,000. The contractor has to reach the \$48,000 for MBE and \$48,000 for WBE as a whole and not for each PO.
2. Could you explain the contract term?
Answer: The contract is an initial 1-yr with five 1-yr renewals. This is approved by the City Council via Ordinance.
3. How are material escalations handled in future years?
Answer: Contractors can submit documentation when material prices changes, and they shall be adjusted.
4. Performance & Payment Bonds. To be based off per year? What is the yearly budget to determine the amount of the P&P Bonds?
Answer: The yearly budget will be 3,000,000.00. Performance and maintenance bonds will be for \$3.0M
5. Bid Item 11 / 12. 24" x 18" Pull Box. Suggest either 12" x 18" or 17" x 30". These two size suggestions are more common and stocked size. Change to ?
Answer: Line item modified.
6. Wage Order Work Type. Project Manual has State Building. Believe this should be Heavy Construction as on the other projects.
Answer: This should be Heavy Construction.



ADDENDUM NUMBER 3

Project Number EV 3711

Project Title IDIQ Traffic Signals Construction Repairs

ISSUE DATE: 6/12/2025

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on June 17th, 2025, are amended as follows:

The Bid date for this Project stated in Document 00210-INSTRUCTIONS TO BIDDERS shall be changed to: 2:00 PM, on June 24th, 2025.

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

7. Questions cut-off date is June 10th. Bid Opening date is June 17, 2025. Bids turned into City Hall drop box – Attn: General Services Department Contract# EV3711? Did see the details where the bids are to dropped off at.

Answer: 1st Floor, General Services Department until 2:00pm on Tuesday June 17th, 2025 at City Hall 414 E 12th St, Kansas City, MO

8. Bid Items need to be “Furnish and Install”, not separate Line Items for “Supply” and “Install”. They need to be combined into one (1) unit. Otherwise, in the example of “Supply”, we will have to assume that we will be required to purchase the item and deliver it to KCMO, not purchase the material and then go install it.

Answer: Line items have been adjusted.

9. Line Items that are “Install” only would require us to increase our costs to include driving over to KCMO signal shop and pick up products for installation, before we could go the job site for the installation. My suggestion would be to make all of these items “Furnish and Install”. That will make it less expensive for KCMO to have us perform this work.

Answer: Line items have been modified.

10. None of the bid items are for “replace”, which would then require the contractor to price the removal of the existing item before replacing it. The bid form needs to address how the Contractor will be compensated when we are asked to replace a defective or damaged item, since this will be used for maintenance.

Answer: Line items added for ‘Remove’. If items are removed that are not specifically listed as a line item, the City will negotiate the cost with the contractor and pay the agreed upon price as part of a PO for the project.

11. Line Items #1-#6:

- a. How do we price up installing a minimal quantity of conduit (example. 10’)? The price would have to be crazy expensive to cover our costs.

Answer: Quantities updated to include a range of installation lengths. Bid based on those ranges. Items will be paid out per LF/Ea based on the Unit Cost of the line item that the work falls within.

- b. Can you make a minimum quantity per call-out / request to reduce the line item cost (example. 50’ minimum)?

Answer: Several ranges have been added.

- c. How do we cover sidewalk removal and reinstallation if sidewalk has to be removed for the installation of the conduit (example. Main Street, Broadway, etc)?

Answer: If sidewalk is removed it will be covered by the sidewalk line item.

- d. How do we cover rock excavation if the trench is in solid rock?

Answer: Line item added for added cost associated with rock installation.

- e. No bid item for “bored” conduit?

Answer: Line items updated for bored vs trench conduit

- f. How do we cover ourselves if we have to bore under streetcar trolley tracks?

Answer: This contract will not be used for any work on streetcar intersections.

- g. How do we cover ourselves for utility locating? Congested utility areas vs. areas where not many utilities are in the area.

Answer: Utility locating needs to be factored into your line item bids as necessary.

12. Line Items #17 - #20 and #23 - #25:

- a. Who will be furnishing the anchor bolts for the signal poles?

Answer: City will furnish anchor bolts. If the City wants the contractor to do so, a price will be negotiated between the contractor and City and paid by a PO.

- b. It appears that the City will be trying to install used signal poles, so those would require new anchor bolts from the signal pole manufacturer.

Answer: City will provide anchor bolts as needed.

13. Line Item #17 - #20:

Answer: Additional line items have been added to cover removal cost of existing poles. The removal cost should also include removal of base/making good the surface as typically done on signal modification projects.

- a. How do we cover the costs for rock excavation if the foundation requires a Pressure Drill to auger solid rock for the Signal Pole Foundation?

Answer: Line item has been added to cover this case.

- b. How do we cover the costs for sidewalk removal and reinstallation if the signal pole foundation location is proposed in the middle of sidewalk (example. Midtown areas like Broadway and Main Street)?

Answer: Any sidewalk removal and installation will be covered by the sidewalk line item.

14. Line Items #21 and #22:

- a. The Line Items are “Lump Sum” and the line item descriptions are plural (poles), so this would have to be bid to pick up any and all signal poles for the life of the contract, which is unknown.

Answer: Line items added to provide more clarity.

- b. This needs to be bid as “Pickup Mast Arm Signal Pole from the City (per pole)”. It is more expensive to pick up 4 or 8 poles than it is to pick up 1 pole.

Answer: Bid based on updated line items.

15. Line Items #23 - #25:

- a. Do we need to include the cost for a new LED luminaire in this unit, or will we be paid for the luminaire through Line Items #28 - #30?

Answer: Line items updated to be supply and install.

16. Line Item #30:

- a. I believe this unit is supposed to read “Install Type C or Type D Equivalent LED Luminaire”, not “B” luminaire, because Line Item #28 and #29 are “C” and “D” luminaires.

Answer: Line items updated; separate line item for Type B, C and D.

17. Line Item #32:

- a. Will this line item be used for replacing an “existing” Streetlight Controller or installing a “new” streetlight controller?

Answer: Bid line items a supply and install a new controller. If there is an exiting controller the newly added line item for “Remove existing street lighting controller” will cover removal.

- b. If this Line Item will be used for replacing an “existing” streetlight controller, how will we be compensated for coordination with Evergy to de-energize the old electrical service then re-energize the electrical service to the “new” streetlight controller?

Answer: Contractor should include this cost in the newly added “Remove existing street lighting controller” line item.

- c. If this is for a new “new” streetlight controller, how will we be compensated for the new electrical service (conduit, cable, connection to transformer on pole or pad mount transformer, etc)?

Answer: Those items will be billed based on line items in the contract or negotiated with the City and paid by PO.

- d. If this is for “new” streetlight controller, who will make application for electrical service with Evergy?

Answer: The City will do this as is done on signal projects.

18. Line Item #39:

- a. Can there be a minimum quantity? It will cost a lot more to get one (1) of these made, picked up from the supplier and then installed on a pole. Price would be \$400.00 each...

Answer: Minimum quantity of 8 added. Unit cost in the bid should be per label at the minimum order of 8. If it will cost \$40 for 8 labels, Unit Price should be $40/8 = \$5$

19. Line Items #41 - #45:

- a. Can you make a minimum quantity per call-out / request to reduce the line item cost (example. 500’ minimum)?

Answer: Minimum quantity has been added.

20. Line Item #45:

- a. I believe this item is supposed to be for “3c#10 Pole & Bracket Cable” (inside the pole for the luminaire)?

Answer: Correct

21. Line Item #46 - #47:

- a. All of these bid items have a unit of measure of “each”, but the Line Item description is for “heads”, as in plural. These need to be changed to “head”, not plural, otherwise we

don't know how many heads are expected to be furnished and installed under each quantity.

Answer: Items changed to head.

22. Line Item #46, #48 and #50:

- a. All of the Line Item descriptions cite "reflective" backplates. I believe these can only be used on roads with speeds greater than 45 mph. You might want to verify.

Answer: FHWA recommends them as a proven countermeasure. There is no limitation on their use in the FHWA recommendation or in the MUTCD.

23. Line Item #54 and #55:

- a. Is this bid unit for an entire intersection or just one (1) push pushbutton?

Answer: Bid as per button

- b. Are you wanting the complete push button assembly and housing that is all one (1) piece with the push button and sign all together (see picture)?



Answer: Yes

- c. Does the bid item need to include a push button sign?

Answer: Yes

24. Line Item #56 and #57:

- a. Is this bid unit for an entire intersection or just one (1) Wavetronix Radar Detection Unit? The reason that I ask is that the Line Item description states "units", as in plural and states "all complete".

Answer: Additional line items added for installation of 2, 4 and 6 units

- b. If this is supposed to be bid per intersection, "all complete", how many detectors are we to include in each unit? Some KCMO intersections have 6 and 8 detectors, like on parkways.

Answer: Additional line items added for installation of 2, 4 and 6 units

- c. Look at Line Item #69 and #70 for a good example on the Opticom System. This is clarified with the number of detectors required, per unit.

25. Line Item #60 and #61:

- a. Is this bid unit for an entire intersection or just one (1) Autoscope Detection Camera? The reason that I ask is that the Line Item description states "all complete".

Answer: Additional line items added for installation of 2, and 4 units

- b. If this is supposed to be bid per intersection, "all complete", how many detection cameras are we to include in each unit? Some KCMO intersections have 6 and 8 cameras, like on parkways.

- c. Look at Line Item #69 and #70 for a good example on the Opticom System. This is clarified with the number of detectors required, per unit.

26. Line Item #64 and #65:

- a. Is this bid unit for an entire intersection or just one (1) Lidar Vehicle Detection Unit? The reason that I ask is that the Line Item description states “all complete”.
Answer: Line item has been updated to show 2 units
- b. If this is supposed to be bid per intersection, “all complete”, how many detection cameras are we to include in each unit? Some KCMO intersections might require 4-6 detection units, like on parkways.
- c. Look at Line Item #69 and #70 for a good example on the Opticom System. This is clarified with the number of detectors required, per unit.

27. Line Item #68:

- a. This unit should NOT include the Loop Lead-In Cables. The reason that I say this is because most times the loop lead-in cable is fine and does not require replacement, and the other reason is because we don't know how much to include per unit. It could be 25' or it could be 250'...
Answer: Added line item for Loop Lead In Cable. Bid per LF with the minimum install being 25'.
- b. I would suggest adding a Line Item for Loop Lead-In Cable per lineal foot, just like the other signal cables (see Line Items #41-#45).
Answer: Item has been added.

28. Line Item #75 and #77:

- a. This unit is “Supply” only, but the line item description states “complete with cables”. What cables are you requiring?
Answer: Line item have been deleted

29. Line Item #76 and #78:

- a. Does this item need to include terminating all signal cables in the signal cabinet?
Answer: Yes. This line item should assume that the cabinet will be fully functional after the project work is complete; capable of operating the signals and other devices wired into the cabinet.

30. Line Item #81 and #82:

- a. Do these line items need to include the costs and labor for Astro-Brac's with Sign Tubes, or just the signs, only?
Answer: Cost should include any mounting costs to install static metal regulatory signs (such as one-way signs and no left-turn signs). This line item does not include mounting illuminated regulatory signs.

31. Line Item #83:

- a. This Line Item description is too broad. This could be a simple modification or a very involved modification. Not knowing what is going to be required, it would have to be

priced at \$25,000.00 / each, or more, because we don't know what the scope of work will be for the unit.

Answer: Line item deleted.

32. Line Item #86 and #87:

- a. Is this bid unit for an entire intersection or just one Internally Illuminated Street Name Sign? The reason that I ask is that the Line Item description states "signs", as in plural and states "all complete".

Answer: Plural. We added a 3 sign minimum.

- b. If this is supposed to be bid per intersection, "all complete", how many Street name signs are we to include in each unit? Some KCMO intersections might require 4-6 street name signs, like on parkways.

Answer: Bid the unit cost based on the installation of the minimum of 3 signs. If we install more than 3, the cost will be based on the unit cost of 3 signs.

- c. Look at Line Item #69 and #70 for a good example on the Opticom System. This is clarified with the number of detectors required, per unit.

33. Line Item #96:

- a. Does this Line Item need to include any fiber splicing, or will that be paid under Line Item #99? If it is to include fiber splicing, are we to assume all 12 fibers will be spliced?

Answer: Splicing paid out under the splicing line items.

34. Line Item #98:

- a. Does this Line Item need to include any fiber splicing, or will that be paid under Line Item #99? If it is to include fiber splicing, how many fibers are we to assume will be spliced?

Answer: Splicing paid out under the splicing line items.

35. Line Item #99:

- a. Is this item to be paid per fiber splice, or per location of fiber splices? The reason that I ask is because the Line Item description states "splices" as in plural.

Answer: Bid the 2 line items. One for 6 splices the other for 12. If 4 splices are performed, the City will use the line item for 6 splices.

- b. If we are to perform splicing under this item, how many fiber splices are we to assume will be required, per location?

Answer: City will provide splice details per project and use either the 6 or 12 splice line item to pay out the splices performed.

36. Line Item #100:

- a. This item needs to have a minimum order quantity, because we won't be able to order small quantities of fiber, especially with the KCMO required identification on the jacket of the fiber cable.

Answer: Item has been deleted.

- b. This item needs to provide a minimum quantity, equal to, or greater than the minimum order quantity.

Answer: Item has been deleted.

37. Line Item #101:

- a. This item needs to have a minimum quantity. If not the Contractor will have to assume worst case scenario and price this line item very high.

Answer: Item has been deleted.

- b. Does this Line Item need to include any fiber splicing, or will that be paid through Line Item #99? If it does need to include fiber splicing, we will need to know how many fiber splices are assumed at every location, per unit.

38. Line Item #102:

- a. This Line Item needs to be broken out into two (2) Line Items. One for “sidewalk” removal and replacement and one for “ADA ramp” removal and replacement. These two (2) items are drastically different prices, per square foot.

Answer: Line items separated.

- b. This Line Item needs to include a minimum quantity per call-out / request to reduce the line item cost (example. 50 Square Foot minimum). Otherwise, the Contractor will have to assume pricing would be to replace one 4’ x 4’ section of sidewalk, which would be very expensive.

Answer: The Line Items are now for a quantity of 1-25 square foot area. If the City wants 100 sq ft removed and replaced the unit cost will be multiplied for 4.

39. Line Item #103:

- a. Will this Line Item be paid every time we have to take an arrow board out to the job site for traffic control or is this intended to be the cost for the life of the Contract? If it is for the life of the Contract, it will be very expensive.

Answer: It is per project

- b. Line Item description needs to state “per day, per location”.

Answer: Added

40. Line Item #105:

Answer: Line item deleted.

- a. This Line Item description is too broad. In addition, the Line Item description states “signs”, which is plural. Then we would need to know how many signs and what types of signs need to be included in the unit.
- b. Is the bid item quantity of “121” for 121 signs?
- c. How will the Contractor be paid for this Line Item? Will we be paid this item for every sign that we take to the work site for traffic control, per each sign, each day?

- 41. The contract requires the Contractor is liable for maintenance on the signal until accepted by KCMO, following a 30-day “burn-in” period, following completion of our work. This seems very unfair to the Contractor that might be performing signal maintenance for KCMO in the first place... Extreme example: We are requested to replace a 3-section side of pole signal head that

has been hit by a truck and trailer turning a corner. Before we can make the repairs, another driver hits the signal cabinet. Now the Contractor is responsible to replace the old signal cabinet with a new one at the Contractor's cost. This would be \$25,0000.00 risk for replacing one (1) signal head. It can't be justified.

Answer: Burn in period" will only be required for complete traffic signal re-build/new traffic signal installs. New poles, conduit, cabinet, detection, etc, typically with 400K+ project budget.

42. All new conduit installed is required to be surveyed with X,Y,Z coordinates and submitted as an "As-Built. This would require us to determine a baseline survey hub/station/benchmark (survey corner), nearest the work (not sure who at KCMO knows where they are) and then hire a certified land surveyor to survey the conduit, with the Contractor present to indicate the path of the underground conduit and the depth of the conduit using a locator. Then the contractor would have to create an as-built using one of two (2) specific software programs. This would be outrageously expensive.

Answer: Contractor can just submit a red line markup by hand for conduit locations that had to deviate per plan. We do not need the coordinates.

43. Contractor is responsible for "Evergy connection fees". How do we determine what Evergy would charge to provide electrical service to an unknown area at present? Is the Contractor responsible for Evergy build out required to get electrical service to a desired location (wood poles, transformers, underground Evergy conduits to transformer or secondary pedestals, etc.)?

Answer: This power connection/infrastructure can be handled by extra work order and additional PO on a case by case basis. We can pay the Contractor for conduit, cable and service pedestals for the service drops per the pay items. If additional infrastructure such as wood poles and transformers are required, we can handle with extra work order and PO.

44. This Contract has the potential to be a 5-year contract, but there is no contractual language or a bid item for price escalations in years 2-5. We cannot hold pricing for 5 years without adding a lot of money to our bid prices.

Answer: Contractors can submit documentation when material prices changes, and they shall be adjusted.

Division 2 - Sitework

1. Delete and replace the following document(s):
 - a. Delete Document EV3711-Unit Prices and replace with Document EV3711-Unit Prices_Addendum_1.

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

KCMO Traffic Signal IDIQ EV 3711 - Pre-Bid Meeting - June 4th, 2025 - 10:00AM

#	Name	Organization	Phone #	E-mail
1	JERRY PROCHKO	BPM	816-410-8700	jprochko@datacentermedia.com
2	Sol Moineuddin	KCMO	816-513-9863	sol.moineuddin@kcmo.org
3	UDAY MANEPALLI	KCMO	816-914-8725	uday.manepalli@kcmo.org
4	JERRY BACKER	GUNTER-ONLINE		JERRY.B@GUNTERICC.COM
5	CORY BURRESS	KCMO-ONLINE		
6	SAHIL ARORA	KCMO-ONLINE		
7	Charles Thomas	KCMO		
8	QUINTIN LEPPERS	KCMO-ONLINE		
9				
10				
11				
12				
13				
14				
15				



INSTRUCTIONS TO BIDDERS

EV 3711

Title: IDIQ TRAFFIC SIGNAL CONSTRUCTION REPAIRS

1. Sealed Bids for **IDIQ Large Capital Improvements, EV 3711** will be received by the General Services Department until 2:00 P.M., **Tuesday, June 24th, 2025** at which time bidding will be closed.

- a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
- b. All Bids shall be addressed to the Director of Public Works, shall state on the outside of the sealed Bid envelope "Bid Enclosed", title and Project number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of Kansas City; Missouri (CITY).

2. Consideration of Bids

- a. The City will determine the lowest and best Bid. The City may reject any or all bids. If the City rejects all Bids, the City may: (1) resolicit Bids following the City's normal solicitation procedure; or (2) solicit Bids only from those Bidders that submitted a Bid pursuant to the original solicitation; or (3) use an expedited Bid submission schedule with or without readvertising or issuing any other public notice when the City determines that the delay from the normal City solicitation procedure would not be in the City's best interests.
- b. Alternates. If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest and best Bid. In determining lowest and best Bid, the City may include the Alternates in any combination and in any order or priority or choose none of the Alternates. The City may make this determination at any time after Bid Closing and prior to Contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, City may add any or all of the Alternates to the Contract by change order.

3. Evidence of Competency to Perform. Each bidder shall furnish with the bid satisfactory evidence of Bidder's competency to perform the proposed work. Such evidence of competency shall consist of the following:

- a. Completed Form **00410.01 Experience Reference Summary for three projects of similar scope performed within the past 5 years including the name**, address and telephone number of the contact person having knowledge of the project and the dollar value of the project.
- b. Statement that, during the three (3) years immediately preceding the date of the Bid, Bidder has received no written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or Bidder has been found in such but has made restitution to affected workmen and complied with any statutory penalty; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments

- c. Statement that Bidder participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program. By submitting its Bid, Bidder is agreeing to timely submit during the 48 hours after Bid opening an affidavit of describing such program and Bidder's participation.
- d. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration and may not be removed or substituted without the City's prior written consent.)
 - (1) GC Project Manager
 - (2) On-Site Field Superintendent
 - (3) QC/QA Manager
 - (4) Safety Officer
- e. For each of the Key Personnel, provide the following background information.
 - (1) Years of employment with current employer
 - (2) City of residence
 - (3) Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project
 - (4) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project
- f. Discuss generally the tasks involved in the Project.
- g. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.
- h. Submit a bid schedule with anticipated milestones for the Project using Microsoft Project 2007 or later format.
- i. Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- j. Summary of the Project Safety Plan for the Project.
 - (1) Describe how Bidder proposes to address any unique safety issues for the Project
 - (2) Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects
 - (3) Statement of Bidder's Experience Modification Ratio (EMR)
- k. Discuss Bidder's understanding of the traffic control required for the Project, if applicable, and how traffic control will impact the Project schedule. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.
- l. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- m. Outline key community relations issues and how they might be resolved.
- n. Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.
- o. Summary of Bidder's Quality Assurance/Quality Control Plan for this project.
- p. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program requirements have been met.

- q. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
 - r. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
 - s. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.
 - t. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.
 - u. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects
 - v. Other.
4. Waiver of Bid Requirements. The City Manager or his delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's Code of Ordinances when it finds failure to grant the waiver will result in an increased cost to the City and the waived requirement would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.
5. Late Bids. Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.
6. Interpretations and Addenda. All questions about the meaning or intent of the Bidding Documents may be directed to the Project Manager listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.
7. Bid Security Requirements. All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer.
8. Forfeiture of Security. If a Bidder fails or refuses to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages.
9. Mistake in Bid Security. By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or refuses to correct the mistake or execute the Contract when requested by the City, any Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

10. Bids that Exceed the Engineer's Estimate. The City may offer the apparent lowest and best Bidders the option of performing the Work for the Engineer's estimate for the Project with no changes to the Bid requirements or scope of the Project if the Bid is not more than five percent higher than the Engineer's estimate.

11. Post Bid Required Submissions. The successful Bidder will be required to submit the following documents with the signed copies of the Bid Form/Contract or within the timeframes specified in the Notice of Intent to Contract letter. Copies of the City's forms that the successful Bidder will be required to sign are bound into this Project Manual for information:

- a. Properly signed, dated, and sealed Performance and Maintenance Bond and Payment Bond;
- b. Properly completed certificates of insurance;
- c. Copies of licenses required by the City to do the Work;
- d. A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof; and

12. Indemnification – City of Kansas City. The contract documents contains a requirement that Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

13. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

14. Affirmative Action. It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00. If you have any questions regarding the City's Affirmative Action requirements, please contact CREO at (816) 513-1836 or visit the City's website at www.kcmo.gov.

15. Tax Clearance. Bidder will be required to furnish to CITY sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to CITY making its first payment under any CONTRACT over \$160,000.00. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

16. Substitutions or "Or-Equal" Items. The procedure for submission of substitutions or "or-equal" items is set forth in the General Conditions and Supplementary Conditions.

17. Prevailing Wage Requirements. The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination set forth in the Project Manual. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When

requested by the City, Bidder shall submit user applications to City's provided Prevailing Wage Reporting System for all applicable personnel and shall require subcontractors to submit same.

18. Contract Information Management System. Successful Bidder shall be required to use City's Internet web-based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

19. MBE/WBE Program Requirements. City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (11%) MBE participation and (11%) WBE participation. The City's CREO Forms and CREO Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.gov. Please call the Human Relations Department at (816) 513-1836 for assistance.

Successful Bidder shall be required to use City's Internet web-based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided MBE/WBE Program Reporting System for all applicable personnel and shall require subcontractors/subconsultants to submit same.

20. Waiver of MBE/WBE Requirements. The City Council may waive any and all MBE/WBE requirements imposed by any Bidding Document or the MBE/WBE Ordinance and Contract with the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.

21. Forfeiture of Bid Bond for Failure to Make MBE/WBE Submissions. By submitting its Bid, Bidder is agreeing to the following: (1) Bidder has made by Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; or Bidder will continue to make during the 48 hours after Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; and (2) Bidder will timely submit its 00450 CREO Construction Contractor Utilization Plan/Request for Waiver (CREO Form 8) and 00450.01 Letter of Intent to Subcontract for each MBE/WBE listed on the 00450 CREO Construction Contractor Utilization Plan/Request for Waiver; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder being debarred and forfeiting its Bid Bond.

22. Workforce Program Requirements. City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women workforce. The City's CREO Forms and CREO Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

Successful Bidder shall be required to use City's Internet web-based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Workforce Program Reporting System for all applicable personnel and shall require subcontractors to submit same.

23. Subcontractors, Suppliers and Others

a. If the Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to City, the apparent lowest and best Bidder, and any other Bidder so requested, shall submit to City a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier or organization if requested by City. If City has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, City may request the apparent lowest and best Bidder to submit an acceptable substitute without an increase in Bid price.

b. By submitting its Bid, Bidder agrees that it has read and understands all the provisions of General Condition No. 6.07, Concerning Subcontractors, Suppliers and Others, and that it will comply with all those provisions including but not limited to mandatory mediation of disputes and the prohibition against paid-if-paid and paid-when-paid contract clauses. It is the City's expectation that all Subcontractors and Suppliers will be treated fairly and in good faith by the successful Bidders and that the successful Bidder will make all reasonable efforts to resolve contract disputes with a Subcontractor or Supplier in a prompt and fair manner. If the City is notified by a Subcontractor or Supplier of a contract claim with the successful Bidder, City will notify the successful Bidder and will request prompt resolution of the claim. City will provide any such Subcontractor or Supplier information regarding mandatory mediation as well as a copy of the Payment Bond. City may notify the Surety that City has taken cognizance of such claim.

c. In accordance with the Missouri Prompt Payment Act, City reserves the right to withhold payment(s) in good faith from the successful Bidder due to: i.) the successful Bidder's failure to comply with any material provision of the contract; ii.) third party claims filed or reasonable evidence that a claim will be filed; iii.) the successful Bidder's failure to make timely payments for labor, equipment or materials; or iv.) for damage to a Subcontractor or Supplier.

d. By submitting its Bid, Bidder agrees it will not deny any Subcontractor subcontracting opportunities solely because the Subcontractor is not a signatory to collective bargaining agreements with organized labor.

e. The provisions of GC 6.07 are a material term of the Contract with the City and failure by the successful Bidder to comply with the provisions of this section will be taken into consideration by City in making the determination of lowest and best bidder in any subsequent City contracts.

24. On-Site Inspection. The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety.

25. Signatures. Each copy of the Bid Form/Contract must be signed and properly dated by the following, as applicable:

Limited Liability Company:

- ☐ a member of the limited liability Company authorized to sign on behalf of the company.

Partnership:

- ☐ a partner authorized to sign on behalf of the partnership.

Sole Proprietor:

- ☐ the proprietor.

Joint Venture:

- ☐ the parties to the Joint Venture authorized to sign on behalf of each party to the Joint Venture, or a person authorized by each party to the Joint Venture to sign on behalf of all parties to the Joint Venture.

Corporation:

- ☐ a corporate officer authorized to sign on behalf of the corporation. Corporation's seal must be attached to the signature.

26. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than (14) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Uday Manepalli, Project Manager
Public Works
4721 Coal Mine Rd
Kansas City, MO 64130
(816) 513-4711
E-mail: uday.manepalli@kcmo.org

Quintin Leaders, Contract Administration
City of Kansas City / General Services Department
City Hall 1st Floor
414 E. 12th Street
Kansas City, MO 64106
(816)-513-0837
E-mail: quintin.leaders@kcmo.org



For persons with disabilities needing reasonable accommodations please contact Jean Lawson at 816-513-6566. If you need to use the Relay Service, please dial 711.

ATTACHMENT C
PAYMENT FORMS

1. 01290.01 Application for Payment
2. 01290.02 Schedule of Values



APPLICATION FOR PAYMENT

Project Number

Project Title

Final Payment⁵ ☐

CONTRACTOR

Address

Application Number²:

Date:

Ordinance/Resolution Number:

Effective:

PO Number

Vendor Number

Application for Work Accomplished from

to

Original Contract Price	[1]	\$	-
Net by Change Orders through	[2]	\$	-
Current Contract Price (1+2)	[3]	\$	-
Completed Work	[4]	\$	-
Disputed Amounts ³	[-] [4a]	\$	-
Stored Material ⁴	[5]	\$	-
Disputed Amounts ³	[-] [5a]	\$	-
Total Completed and Stored to Date (4+5)	[6]	\$	-
Previous Payments	[7]	\$	-
Previous Retainage	[8]	\$	-
Total Previous Applications (7+8)	[9]	\$	-
Amount This Application (6-9)	[10]	\$	-
Less Retainage This Application (5%)	[-] [11]	\$	-
Release of Retainage	[12]	\$	-
Total Due This Application (10-11+12)	[13]	\$	-
Liquidated Damages			
Completion of Work	[14]	\$	-
Prevailing Wage ⁷	[15]	\$	-
MBE/WBE Program ⁷	[16]	\$	-
Workforce Program ⁷	[17]	\$	-
Total Amount Due Contractor (13 - 14 through 17)	[18]	\$	-

Accompanying Documentation: ^{1, 2, 3, 4, 5, & 6} and any other information as necessary.

NOTE: Initial all figures on this Application and on the Schedule of Values that are changed to correct errors or conform to the amount recommended. Attach explanation of changes that have been made.

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (a) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (b) at time of payment, title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (c) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (d) all manufactured goods or commodities used or supplied for this Project are in compliance with Kansas City's Buy America ordinance.

By _____
Contractor Authorized Representative (Print) Signature

Date _____

State of)
County of)SS

Subscribed and Sworn to before me this _____ day of _____.

My commission expires:

Notary Public:

DESIGN PROFESSIONAL's Recommendation of Payment:

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the DESIGN PROFESSIONAL recommends to the OWNER that to the best of the DESIGN PROFESSIONAL's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Name of firm (Print) DESIGN PROFESSIONAL (Print) (Signature)

Date: _____

Construction/Program Manager's Recommendation of Payment: (if applicable)

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the Construction/Program Manager recommends to the OWNER that to the best of the Construction/Program Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Construction/Program Manager firm (Print) Authorized Representative (Print) (Signature)

Date: _____

City's Representative's Agreement with Recommendation of Payment

City's Representative(print) (Signature) (Date)

City's Approval

The amount previously recommended is approved for payment.

Director or Designee (Print) (Signature) (Date)

¹See General Conditions Article 14.02 A and B

²Proof of tax compliance if 1st payment and if Contract amount exceeds \$150,000.00

³Schedule of Values—Denote any amounts currently disputed in this application. Attach additional dispute documentation if required.

⁴If requesting payment for stored materials, see General Conditions Article 14.02 A.1

⁵If final payment, current proof of tax compliance if Contract is longer than 1 year and amount exceeds \$150,000.00.

⁶ Per General Conditions Sec. 14.02 attach a copy of the most recent 00485.01 M/WBE Monthly Utilization Report, 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report CONTRACTOR has submitted to the City's Human Relations Department

⁷Applicable only if final payment

REMINDER: CONTRACTOR is responsible for meeting or exceeding the the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendements modifying the amount CONTRACTOR is to be compensated will have correspondingly impacted the amount of compensation due D/M/WBEs for purposes of meeting or exceeding the Bidder/Proposer participation. CONTRACTOR is again reminded to consider the effect of any Change Order or amendment, and to submit a Request for Modification/Substitution if appropriate.

Distribution: Owner Project Manager
 Contractor Design Professional
 Construction Manager _____



HRD APPROVED CUP		
MBE	WBE	DBE
\$0.00	\$0.00	\$0.00
%	%	%

ATTACHMENT D
CREO FORMS & INSTRUCTIONS

- 1 00440 Construction Contract CREO Instructions (CREO Form 5)
- 2 00450 Contractor Utilization Plan/Request for Waiver (CREO Form 8)
- 3 00450.01 Letter of Intent to Subcontract (Form 00450.01)
- 4 00460 Timetable for MBE/WBE Utilization (CREO Form 10)
- 5 00470 Request for Modification or Substitution (CREO Form 11)
- 6 00485 CREO Monthly Reporting Instructions 042914 (Form 00485)
- 7 CREO Employee Identification Report Form 102715

**CREO KC INSTRUCTIONS
FOR CONSTRUCTION CONTRACTS**

PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM

I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.

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

Warning: The City only gives MBE/WBE credit for a Bidder's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Civil Rights & Equal Opportunity Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Bidder submits a bid, Bidder

should contact CREO KC and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions Following Bid Opening.

A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:

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

III. Required Submission when Requested by City.

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

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

IV. Required Monthly Submissions during term of Contract.

A. Bidder must submit the following report on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report.** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications. The method of submission of this report is through the B2GNow Diversity Management System (B2GNow).

V. Required Submittals for Final Contract Payment.

A. Contractor must submit the following documents with its request for final payment under

the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**
2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**
3. **Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.**

VI. Additional Submittals.

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

VII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
 1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
 1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.



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

- A. A bidder is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening. However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of CREO KC will consider whether the Bidder has performed the following, along with any other relevant factors:
 - 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) month.
 - 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.
 - 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 - 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBE/WBEs appearing on the CREO KC directory.
 - 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 - 6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs

and WBEs to submit a proposal.

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

Any other information deemed relevant by the bidder, proposer, contractor or developer, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, contractor or developer of such additional information at the time the goals are recommended by the director. 8. Within five (5) working days after drawing the bid specifications, sent certified letters, verifiable e-mails or proof of facsimiles to certified MBEs and WBEs listed in the M/W/DBE Kansas City Mo. Online Directory.

- C. A Bidder may be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (CREO KC Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
 - 1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
 - 2. The Bidder or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
 - 3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been made, a Construction Contractor Employee Identification Report (CREO KC Form 0485.04) for the newly approved subcontractor must be submitted at least ten (10) days prior to the approved subcontractor commencing work on a City contract.

X. Appeals.

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

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

XI. Access to Documents and Records.

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

XII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- E. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (CREO KC Form 00450.01).

XIII. Liquidated Damages – Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as

liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

IMPORTANT: This Part B is applicable to City construction contracts estimated by the City prior to solicitation as: (1) requiring more than 800 construction labor hours and (2) valued in excess of \$300,000.00. This program is distinguished from the M/WBE Program in that it is based on workforce hours of the Bidder and *all* its participating subcontractors rather than the actual contract value of work. The instructions herein detail the specifics related to this program. This program is in *addition* to the M/WBE program.

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Workforce Program" or "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry.
- B. The minimum workforce goals are currently set by ordinance at 10% for minorities and 2% for women. These goals are separate from M/WBE goals. Public recognition may be provided if the bidder achieves at least twice the minimum participation.
- C. Construction contracts subject to the Workforce Program and the company-wide and project-specific workforce goals ("workforce goals") are those contracts to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation to: (1) require more than 800 construction labor hours, (2) has estimated costs that exceed \$300,000.00, and (3) involve the expenditure of public funds.
- D. The successful bidder may meet company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area. In addition, the successful Bidder is responsible to ensure that it and its subcontractors cumulatively make good faith efforts to meet project-specific goals for utilization of minorities and women.
- E. These Civil Rights & Equal Opportunity Department ("CREO KC") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Bidder not doing so is required to

objectively demonstrate to CREO KC that good faith efforts have been made.

F. The following reports are to be used for Construction Employment Program submittals:

1. Project Workforce Monthly Report
2. Company-Wide Workforce Monthly Report

II. Required Submissions.

A. Within forty-eight (48) hours after bid opening, the construction contractor shall submit the **Construction Employee Identification Report** (CREO KC Form 00485.04) and shall include: the name, home address, job title, sex and race/ethnicity of each person working for the Prime. The individuals to be listed on the form are those which the construction contractor *anticipates* will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

The following circumstances also require the submission of a Construction Employee Identification Report:

- a. Prior to contract execution for those City construction contracts awarded pursuant to a request for proposals (RFP), the construction contractor shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04).
 - b. At least ten (10) days prior to the date upon which any subcontractor is to commence work under a City construction contract, the Prime shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04) for the subcontractor.
- B. The CREO KC Director has established the B2GNow Diversity Management System (“B2GNOW”) (an online reporting tool) as the preferred method for fulfilling reporting requirements of the Workforce Program. The CREO KC Director will allow paper submission in lieu of on-line submission if the on-line submission process presents a hardship to the contractor.
- C. Bidder must submit the following documents through B2GNow on a monthly basis if awarded the contract:
1. **Project Workforce Monthly Report.** This report is contract specific. This report must be submitted to the Director by the 15th of each month for the Contractor and each subcontractor. It will be utilized to report the Contractor’s own workforce compliance data with regard to the City’s construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
 2. **Company-Wide Workforce Monthly Report.** This report is not contract specific; it is used to report on the utilization of women and minorities, by trade, company-wide. This report must be submitted to the Director by the 15th of each month. It will be utilized to report the Contractor’s own workforce compliance data with regard to

every contract (both privately and publicly funded) that the Contractor has in progress throughout the Kansas City Metropolitan Statistical Area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III.Submittal Required for Final Contract Payment.

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

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

- A. A bidder is required to make good faith efforts to achieve the construction employment goals and ensure its subcontractors are making good faith efforts to achieve the construction employment goals. If a Bidder or its subcontractors will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a bidder must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of CREO KC. The Director will request evidence of the Bidder’s and its’ subcontractors’ good faith efforts to meet the goals. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts for itself and its subcontractors. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Bidder has made good faith efforts to secure minority and female participation.

IMPORTANT: The Bidder’s subcontractors on a city construction contract must meet the workforce goals collectively. The bidder is responsible to ensure the subcontractors make good faith efforts to meet the workforce goals. Bidders are required to include language in its subcontracts that ensure the subcontractors make good faith efforts to meet or exceed the workforce goals.

- B. In evaluating good faith efforts, the Director will consider whether the Bidder and its subcontractors have performed the following:
 - 1. For those bidders that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director’s recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
 - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and

- d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those bidders that are signatories to collective bargaining agreements with organized labor:
- a. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - c. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - d. To the extent the good-faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing, in order to accomplish the purpose and intent of this section.

C. In the event workforce goals are not met or there is anticipation that goals will not be

met, a Bidder will be required to give the City documentation to prove that it and/or its subcontractors made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

V. Access to Documents and Records.

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each bidder further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Bidders agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

VI. Appeals.

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

VII. Miscellaneous.

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

VIII. Failure to Meet Workforce Goals

- A. If Contractor or its subcontractors fail to achieve the construction employment goals or make good faith efforts to achieve those goals without having previously obtained a

waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, if the directory finds that the contractor or subcontractor have not met, or made good faith efforts to meet, the construction employment goals for any quarter, the director may:

1. Assess liquidated damages against the construction contractor, as specified in the city construction contract;
2. Require the contractor to attend mandatory training, as specified in the construction contract;
3. Declare the contractor ineligible to receive any city construction contract or participate as a subcontractor under any city construction contract for a period of time up to six months, as specified in the construction contract.

IX. First Source Program

- A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While the contractor awarded a City construction contract is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the “First Source Program”) must be utilized by the contractor subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**.
- B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The contractor shall contact the Full Employment Council within 48 hours of contract award, regardless of whether the contractor has any hiring needs at that time, and within 48 hours following any job vacancy which the contractor reasonably anticipates filling during the term of the City construction contract. The contractor shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of CREO KC for good cause shown. To ensure compliance with the First Source Program, the contractor shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program. The contractor shall not hire any individual to provide construction services on a City construction contract unless the contractor has met the requirements of the First Source Program.
- C. The contractor shall require that its subcontractors utilize the First Source Program to the same extent that the contractor is required to do so, and shall incorporate the requirements of this Section IX into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably anticipates filling during the term of their subcontract on a City construction project.

Date: 10/13/25

Contractor Utilization Plan Approval Form**e-Builder users: Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.**

Contract/Project Number: EV3711-02	Project Name: IDIQ Traffic Signal Construction, Maintenance and Repair
Developer/Prime: Custom lighting dba Black and McDonald	Contact Name: Kim Pemberton, kpemberton@advantage-pe.com
Address: 6900 Executive Drive, Kansas city, MO 64120	Email: jprochko@blackandmcdonald.com

Full Contract Value: \$ 1,077,711.60

Funding: ☒ City ☐ State ☒ Federal ☐ CO-OP ☐ Grant: ☐ Other:

Project Requirements: ☒ M/WBE ☐ DBE ☐ Section 3 ☐ N/A

Tax Incentive: ☐ LCRA ☐ TIF ☐ PIEA ☐ N/A ☐ Other:

Prevailing Wage: ☒ Yes ☒ No

Davis-Bacon: ☐ Yes ☒ No

Construction Employment Program: ☒ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.
☐ No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>6</u> %	MBE: <u>6</u> %
WBE: <u>6</u> %	WBE: <u>6</u> %
Non-certified firms: ____%	Non-certified firms: ____%

Contract Type (select one): ☒ Construction ☐ Design-Build ☐ Design Professional ☐ Professional Services
☐ General Services ☐ Facilities Maintenance/Repair/Renovation ☐ Concessions ☐ Co-operative
☐ Revenue Sharing ☐ Non-Municipal Agency ☐ Other Goods & Services ☐ Other _____

Project Manager: Uday Manepalli

Email: uday.manepalli@kcmo.org

Additional Information:

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Contractor Utilization Plan is:

☒ Approved ☐ Disapproved

6 % MBE 6 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

☐ Approved ☐ Disapproved ☒ Not Applicable

Appeal Sent to FICB or Incentive Agency? ☐ Yes _____ FICB _____ Incentive Agency ☐ No

CREO Signature: [Signature] Date: 1/5/2026

Comments:

CREO KC EEI approves this CUP at 6% MBE and 6% WBE. TJJ





KANSAS CITY
MISSOURI

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number EV 3711

Project Title IDIQ Traffic Signal Construction, Maintenance and Repair

General Services
(Department Project)

General Services
Department

Custom Lighting Services LLC dba Black & McDonald
(Bidder/Proposer)

STATE OF Missouri)
COUNTY OF Jackson) ss

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

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 6 % MBE and 6 % WBE.

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

1. **BIDDER/PROPOSER PARTICIPATION:** 6 % MBE 6 % WBE

1. **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ 1,077,711.60

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

Name of M/WBE Firm GSC Lighting & Supply

Address 16506 Cornerstone Drive - Belton, MO 64012

Telephone No. 816-322-6998

I.R.S. No. _____



Name of M/WBE Firm Gunter Construction Company

Address 520 Division Street - Kansas City, KS 66103

Telephone No. 913-362-7844

I.R.S. No. _____

Name of M/WBE Firm S&S Electronics

Address 14012 West 107th Street - Lenexa, KS 66215

Telephone No. 913-270-1765

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
GSC Lighting & Supply	Supplier	\$ 107,800.00	\$ 64,680.00	6.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %:	\$ 64,680.00	6.00 %
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WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
S&S Electronics	Contractor	\$ 32,340.00	\$ 32,340.00	3.00
Gunter Construction	Contractor	\$ 32,340.00	\$ 32,340.00	3.00
TOTAL WBE \$ / TOTAL WBE %:		\$ 64,680.00		6.00 %

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

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

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



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

Bidder/Proposer primary contact: Custom Lighting Services LLC dba Black & McDonald

Address: 6900 Executive Drive
Kansas City, MO 64120

Phone Number: 816-493-0257

Facsimile number: _____

E-mail Address: jproshko@blackandmcdonalds.com

By: 
Title: Department Manager
Date: 12/18/2025
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 18th day of December, 2025

My Commission Expires: 01-23-28



PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Custom Lighting Services LLC dba Black & McDonald

Signature: Prime Contractor

Department Manager

Title

Jerry Prochko

Print Name _____

10/01/2025

Date: _____

State of Missouri

County of Jackson

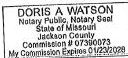
I, Heidi M. Mason, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this
day of Oct, 2025

My Commission Expires: _____

Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME:

Signature: Subcontractor

Title

Gunter Construction Company
Christina Gunter

Print Name _____

10/2/2025

Date _____

State of Kansas

County of Wyandotte

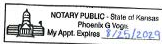
I, Phoenix Vogts, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 2nd day of Oct., 20 25

My Commission Expires: 8/25/2029

Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☒

Updated LOI: ☐

Project Name/Title EV3711

Project Location/Number IDIQ Traffic Signal Construction, Maintenance and Repair

PART 1: Prime Contractor Custom Lighting Services LLC dba Black & McDonald agrees to enter into a contractual agreement with M/W/DBE Subcontractor GSC Lighting & Supply who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

423610 - Electrical Apparatus and Equipment Supplier - Mast Arms, Light Poles, Light Fixtures, Lighting Accessories, Traffic Signal Equipment - SUPPLIER

444180 - Other Building Material Dealers - Building Lighting Supplies and Electrical Support Material - SUPPLIER

for an estimated amount of \$ 107,800.00 x .6 = \$ 64,680.00 (or 6 % of the total estimated contract value.)

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

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

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

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

(1) Company name: Gil's Sales Co DBA: GSC Lighting + Supply
Full address: 16506 Cornerstone Dr. Belton MO 64012
Street number and name City, State and Zip Code
Primary contact: Anna Peña-Roberts 816-322-8312
Name Phone

a) This subcontractor is (select one): ☒ MBE ☒ WBE ☒ DBE ☐ N/A

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

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

b) Scope of work to be performed: Supplier

c) The dollar value of this agreement is: 107,800 x .6 = \$64,680.00

PART 3:

NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).

PRIME CONTRACTOR BUSINESS NAME: Custom Lighting Services LLC dba Black & McDonald

Jerry Prochko
 Signature: Prime Contractor
 Print Name
Department Manager
 Title
10/20/2025
 Date

State of Missouri)

County of Jackson)

I, Doris A. Watson, state that the above and foregoing is based on my best knowledge and belief.

DORIS A. WATSON
 Notary Public, Notary Seal
 State of Missouri
 Jackson County
 Commission # 07390073
 My Commission Expires: 01-23-28

and sworn to before me, a notary public, on this 21

Oct, 20 25

Doris A. Watson
 Notary Public

STAMP:

MWBE SUBCONTRACTOR BUSINESS NAME: Gile Sales Co

Anna Peña-Roberts
 Signature: Subcontractor
 Print Name
President
 Title
10/21/25
 Date

State of Missouri)

County of Cass)

I, Steve Farni, state that the above and foregoing is based on my best knowledge and belief.

STEPHEN PATRICK FARNI
 Notary Public, Notary Seal
 STATE OF MISSOURI
 CASS COUNTY
 Commission # 24860799
 MY COMMISSION EXPIRES: 08/23/2028

and sworn to before me, a notary public, on this

20 25

Expires: 8-25-28

Steve Farni
 Notary Public

STAMP:



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☒

Updated LOI: ☐

Project Name/Title EV3711

Project Location/Number IDIQ Traffic Signal Construction, Maintenance and Repair

PART 1: Prime Contractor Custom Lighting Services LLC dba Black & McDonald agrees to enter into a contractual agreement with M/W/DBE Subcontractor Gunter Construction who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

237310 - Highway Street and Bridge Construction - Sidewalk, Curb & Gutter Operations - SUBCONTRACTOR

237990 - Other Heavy and Civil Engineering Construction - Grading, Grubbing, etc. - SUBCONTRACTOR

for an estimated amount of \$ 32,340.00 (or 3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Custom Lighting Services LLC dba Black & McDonald

Jerry Prochko
Signature: Prime Contractor
Department Manager
Title

Jerry Prochko
Print Name
10/20/2025
Date

State of Missouri)

County of Jackson)

I, *Doris Watson*, state that the above and foregoing is based on my best knowledge and belief.



and sworn to before me, a notary public, on this 21st

My Commission Expires: 01-23-28

Doris Watson
Notary Public

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: Gunter Construction Company

Christina Gunter
Signature: Subcontractor
President
Title

Christina Gunter
Print Name
10/21/2025
Date

State of Kansas)

County of Wyandotte)

I, *Phoenix Vogts*, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 21st
day of Oct., 2025

My Commission Expires: Aug. 25th 2029

Phoenix Vogts
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI: ☒

Updated LOI: ☐

Project Name/Title EV3711

Project Location/Number IDIQ Traffic Signal Construction, Maintenance and Repair

PART 1: Prime Contractor Custom Lighting Services LLC dba Black & McDonald agrees to enter into a contractual agreement with M/W/DBE Subcontractor S&S Electronics who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

238210, 233930 - CCTV Cameras, Fiber Optic Components - SUPPLIER / SUBCONTRACTOR

541512 - Fiber Optic Communication Devices - SUPPLIER / SUBCONTRACTOR

for an estimated amount of \$ 53,900.00 x .6 = \$32,340.00 (or 3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: S&S Electronics LLC

Full address: 14012 W 107th Street Lenexa, KS 66215
Street number and name City, State and Zip Code

Primary contact: Sarah Rohrer 913-270-1765
Name Phone

a) This subcontractor is (select one): ☐ MBE ☒ WBE ☒ DBE ☐ N/A

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

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

b) Scope of work to be performed: installation and supply of cameras and fiber optics

c) The dollar value of this agreement is: \$32,340.00

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Custom Lighting Services LLC dba Black & McDonald

Jerry Prochko
Signature: Prime Contractor

Jerry Prochko

Print Name

Department Manager

10/20/2025

Title

Date

State of Missouri)

County of Jackson)

I, Doris A. Watson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 21
day of Oct, 2025

DORIS A. WATSON
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 07390073
My Commission Expires 01/23/2028

01-23-28

Doris A. Watson
Notary Public

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: S&S Electronics LLC

Sarah Rohrer
Signature: Subcontractor

Sarah Rohrer

Print Name

Owner

10/21/2025

Title

Date

State of Kansas)

County of Johnson)

I, _____, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 21
day of Oct, 2025

My Commission Expires: 6/1/28

[Signature]
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Jerry Prochko, acting in my capacity as Department Manager
(Name) (Position with Firm)
of Custom Lighting Services LLC dba Bicket Machine, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>1 year</u> (Specify)				

Throughout 100% Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 33.3 % Middle 1/3 33.3 % Final 1/3 33.3 %

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

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


(Signature)
Department Manager
(Position with Firm)
06/25/25
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



HRD MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web based MBE/WBE Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

Prevailing Wage Certified Payroll Report Instructions

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web based application database is provided by City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - b. Web Browser: Google Chrome
 - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web based Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.

**City of Kansas City, Missouri
Human Relations Department
Construction Contractor Employee Identification Report**

Company Name: Custom Lighting Services, LLC dba Black & McDonald
Company Address: 6900 Executive Drive
Company City, State, Zip: Kansas City, MO 64120

Prime's Name: Custom Lighting Services, LLC dba Black & McDonald
KCMO Project Name: IDIQ Traffic Signal Construction, Maint, & Repair
KCMO Project Number: EV3711

Name of Person Completing Report: Elyssa Padelli
Phone Number: 816-410-8642
Email: epadelli@blackandmcdonald.com

Today's Date: 06/26/2025
City Department: General Services

Instructions:

- 1) Each applicable Prime Contractors **must complete this form for its company within 48 hours of bid opening**
- 2) The Human Relations Department strongly recommends usage of the electronic version of this form. This form may be obtained by visiting www.kcmo.gov website. The website is enabled with a "search" function on the Home page in the center titled "What are you looking for?". Type in the "What are you looking for?" field Contract Central. Click on the link to Standard City Contract Forms. Scroll down to Construction Contractor Employee Identification Report and click the link to open this document. Complete the fields in the Employee section; the Official Use Only section will automatically populate. NOTE: This form can be printed and attached to other required Bid documents.
- 3) All subcontractors shall be required to complete this form and submit to the Prime Contractor. For each subcontractor, the Prime must submit this form to City at least at least (10) days prior to the date the subcontractor shall commence work under a city construction contract.
- 4) Complete this form if you are the Prime contractor on a City construction project estimated over **\$300,000 & over 800 man hours**.
- 5) Complete this form with data from your **current construction workforce** (no office personnel).
- 6) Prime contractor is responsible to ensure subcontractor completes this form as required in #3 above.

Official Use Only

KCMO Resident		KCMO Resident		Journeyman		Apprentice		Journeyman		Apprentice	
Females		Males									
African American	1	African American	#####	Foreman/Supervisor	61	—	Operating Engineer	20	0		
Asian/Pacific Islander American	0	Asian/Pacific Islander American	#####	Asbestos Worker	0	0	Painter	0	0		
Caucasian American	3	Caucasian American	271	Boilermaker	0	0	Pipe Fitter/Plumber	0	0		
Hispanic/Latino American	0	Hispanic/Latino American	#####	Bricklayer	0	0	Plasterer	0	0		
Native American	0	Native American	#####	Carpenter	0	0	Roofer	0	0		
Other	0	Other	#####	Cement Mason	0	0	Sheet Metal	0	0		
	4		285	Electrician	102	35	Sprinkler Fitter	0	0		
			13	Elevator Constructor	0	0	Truck Driver	0	0		
				Glazier	0	0	Welder	0	0		
				Iron Worker	0	0	Other	3	—		
				Laborer	67	0		23	0		
					230	35					

Number of KCMO Residents 14
Number of Journeyman 253
Number of Apprentice 35

Company Name: Custom Lighting Services, LLC dba Black & McDonald KCMO Project Name: IDIQ Traffic Signal Construction KCMO Project Number: EV3711

	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
1	ADKINS	MICHAEL	Foreman/Supervisor	111 N WATER ST, PO BOX 81	DOVER	MO	64022	No	Male	Caucasian_American
2	ARNE	MATHEW	Foreman/Supervisor	1095 SW O HWY	CHILHOWEE	MO	64733	No	Male	Caucasian_American
3	ATHERTON	BRENTON	Electrician (Journeyman)	2403 VALLEY VIEW W	PLEASANT HILL	MO	64080	No	Male	Caucasian_American
4	BACHMAN	JEREMY	Foreman/Supervisor	212 NE 103 TER	KANSAS CITY	MO	64155	Yes	Male	Caucasian_American
5	ADAMS	DAYLYN	Laborer (Journeyman)	1021 N SYCAMORE ST	OTTAWA	KS	66067	No	Male	Caucasian_American
6	BAKER	BRANDON	Operating_Engineer (Journeyman)	1011 TARSNEY LN	BUCKNER	MO	64016	No	Male	Caucasian_American
7	BARNES	JOSHUA	Laborer (Journeyman)	PO BOX 86	CAMERON	MO	64429	No	Male	Caucasian_American
8	BARNES	KENNETH	Operating_Engineer (Journeyman)	6372 SE ST ROUTE C	CAMERON	MO	64429	No	Male	Caucasian_American
9	ADAMS	JOSEPH	Operating_Engineer (Journeyman)	11687 K 16	VALLEY FALLS	KS	66088	No	Male	Caucasian_American
10	BENDT	JEREMY	Laborer (Journeyman)	2965 NE 351 PRIVATE RD	OSCEOLA	MO	64776	No	Male	African_American
11	BERNARD	STEVIE	Foreman/Supervisor	6302 ACUFF ST	SHAWNEE	KS	66216	No	Male	Caucasian_American
12	ANGUIANO	MICHAEL	Electrician (Journeyman)	419 NE 4 ST	ABILENE	KS	67410	No	Male	Hispanic/Latino_American
13	BLEVINS	DARRYL	Foreman/Supervisor	8410 PARIS CT	KANSAS CITY	MO	64153	Yes	Male	Caucasian_American
14	BRYANT	JACOB	Laborer (Journeyman)	356 SW 901 RD	CENTERVIEW	MO	64019	No	Male	Caucasian_American

	Name			Job Title <i>(use drop down menu)</i>	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First									
15	ANTLE	DRAYDEN		Electrician_ (Apprentice)	2302 VANDIVERT ST	BETHANY	MO	64424	No	Male	Caucasian_American
16	ADKISON	DAVID		Laborer_ (Journeyman)	302 WOODEN AVE PO BOX 114	BRAYMER	MO	64624	No	Male	Caucasian_American
17	ARANDA	MARCO		Foreman/Supervisor	1730 SUMMIT	KANSAS CITY	MO	64108	Yes	Male	Hispanic/Latino_American
18	BARBER	BLAKE		Foreman/Supervisor	33720 S STATE RT W	ARCHIE	MO	64725	No	Male	Caucasian_American
19	BARBER	BRETT		Electrician_ (Journeyman)	31221 S CLEMENT	HARRISONVILLE	MO	64701	No	Male	Caucasian_American
20	BARGER	JOSHUA		Electrician_ (Journeyman)	2108 NW CHERRY	GRAIN VALLEY	MO	64029	No	Male	Caucasian_American
21	CARLIN	TONY		Operating_Engineer_ (Journeyman)	3000 SW 5 ST	BLUE SPRINGS	MO	64014	No	Male	Caucasian_American
22	ASKEW	COLTON		Laborer_ (Journeyman)	4609 SEYMOUR RD	GRAIN VALLEY	MO	64029	No	Male	Caucasian_American
23	CARSON	JAMES		Laborer_ (Journeyman)	701 WARD RD	RAYMORE	MO	64083	No	Male	Caucasian_American
24	CASEY	RICHARD		Foreman/Supervisor	5416 NE SCENIC DR	LEES SUMMIT	MO	64064	No	Male	Caucasian_American
25	AVELINO	RONNIE		Laborer_ (Journeyman)	28416 S STATE RTE 7	GARDEN CITY	MO	64747	No	Male	Hispanic/Latino_American
26	BADLEY	JOE		Laborer_ (Journeyman)	1105 NW OAKRIDGE DR	BLUE SPRINGS	MO	64015	No	Male	Caucasian_American
27	BATHORY	STEVEN		Electrician_ (Journeyman)	1122 JACKSON RD	POMONA	KS	66076	No	Male	Caucasian_American
28	DAVIS	BRYAN		Foreman/Supervisor	6025 NW COUNTY RD 4002	BUTLER	MO	64730	No	Male	Caucasian_American
29	BAKER	RICHARD		Electrician_ (Journeyman)	941 NW 600 RD	CENTERVIEW	MO	64019	No	Male	Caucasian_American
30	EDMONDS	BRENNAN		Operating_Engineer_ (Journeyman)	13301 E HARVEST LN	PECULIAR	MO	64078	No	Male	Caucasian_American
31	FERGUSON	JASON		Foreman/Supervisor	INDEPENDENCE AVE	INDEPENDENCE	MO	64056	No	Male	Caucasian_American
32	FRANKE	JON		Foreman/Supervisor	815 E 14 ST	KEARNEY	MO	64060	No	Male	Caucasian_American
33	FRANKE	MICHAEL		Laborer_ (Journeyman)	19004 WINDWARD CT	SMITHVILLE	MO	64089	No	Male	Caucasian_American
34	BEASHORE	WILLIAM		Electrician_ (Journeyman)	240 E 3 ST	BONNER SPRINGS	KS	66012	No	Male	Caucasian_American
35	GINTHER	DONALD		Foreman/Supervisor	550 SE Y HWY	WARRENSBURG	MO	64093	No	Male	Caucasian_American
36	GORTON	GEORGE		Electrician_ (Apprentice)	434 S WILLOW ST	OTTAWA	KS	66067	No	Male	Caucasian_American
37	BENDER	MACE		Electrician_ (Journeyman)	12027 S REDBUD LN	OLATHE	KS	66061	No	Male	Caucasian_American
38	BLODGETT	JACOB		Foreman/Supervisor	7025 SW 69TH ST	AUBURN	KS	66402	No	Male	Caucasian_American
39	BESLER	ROSS		Laborer_ (Journeyman)	208 W 10 ST	OVERBROOK	KS	66524	No	Male	Caucasian_American
40	BLACKSTONE	JACOB		Laborer_ (Journeyman)	3445 HASKELL RD	PRINCETON	KS	66078	No	Male	Caucasian_American
41	HICKS	ERIC		Laborer_ (Journeyman)	113 SANTA FE	SIBLEY	MO	64088	No	Male	Caucasian_American
42	BLALOCK	BRAXTON		Electrician_ (Journeyman)	3623 KIRKLAND LN	LIBERTY	MS	39645	No	Male	Caucasian_American
43	BOTT	ROBERT		Laborer_ (Journeyman)	10524 HWY 185 N	SULLIVAN	MO	63080	No	Male	Caucasian_American
44	BOYD	TOM		Foreman/Supervisor	416 SE RIPPLE DR	LEE'S SUMMIT	MO	64063	No	Male	Caucasian_American
45	BOTTOM	CURTIS		Electrician_ (Journeyman)	19615 NE 172ND TR	HOLT	MO	64048	No	Male	Caucasian_American
46	JONES	PARRISH		Electrician_ (Apprentice)	1601 STACY RD	HARRISONVILLE	MO	64701	No	Male	Caucasian_American
47	KOEHN	ANDY		Electrician_ (Journeyman)	5734 N EUGENE FI	KANSAS CITY	MO	64119	Yes	Male	Caucasian_American

	Name				Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First										
48	BRAMMEL	MAX			Operating_Engineer (Journeyman)	10727 DRGON CRE	HARVEYVILLE	KS	66431	No	Male	Caucasian_American
49	LANGFORD	BILLIE			Foreman/Supervisor	16760 174 ST	BASEHOR	KS	66007	No	Male	Caucasian_American
50	BRENDE	RYAN			Electrician (Apprentice)	260 DYKES LN	HOLT	MO	64048	No	Male	Caucasian_American
51	MARTINE	JORDAN			Foreman/Supervisor	9914 N SMALLEY	KANSAS CITY	MO	64157	Yes	Male	Caucasian_American
52	MAULDIN	MARTY			Operating_Engineer (Journeyman)	3824 SE WINDSON	LEES SUMMIT	MO	64082	No	Male	Caucasian_American
53	BROCKELMAN	COLE			Electrician (Journeyman)	1861 E 205 ST	LYNDON	KS	66451	No	Male	Caucasian_American
54	BRONSON	KENNETH			Foreman/Supervisor	1634 ED M5	EMPORIA	KS	66801	No	Male	Caucasian_American
55	MILLER	JORDAN			Laborer (Journeyman)	708 S OAK ST	COLE CAMP	MO	65325	No	Male	Caucasian_American
56	MOSER	DANIEL			Electrician (Journeyman)	24170 W 343 ST	PAOLA	KS	66071	No	Male	Caucasian_American
57	NEASHAM	BRIAN			Foreman/Supervisor	391 W 224 HWY	NAPOLEAN	MO	64074	No	Male	Caucasian_American
58	OLANDER	DOUGLAS			Electrician (Journeyman)	1202 W 46 ST	KANSAS CITY	MO	64112	Yes	Male	Caucasian_American
59	PEPPERS	BRANDON			Laborer (Journeyman)	9133 SE 40 RD	ST. JOSEPH	MO	64507	No	Male	Caucasian_American
60	BROWN	CALAHAN			Electrician (Journeyman)	809 14TH ST	WAMEGO	KS	66547	No	Male	Caucasian_American
61	BROWN	DYLAN			Laborer (Journeyman)	611 GRISWOLD ST	ROSSVILLE	KS	66533	No	Male	Caucasian_American
62	POWERS	MARK			Foreman/Supervisor	205 ZED MARTIN	PLATTE CITY	MO	64079	No	Male	Caucasian_American
63	ROGERS	KALIJA			Laborer (Journeyman)	37605 W 72 ST	CAMDEN	MO	64017	No	Male	Caucasian_American
64	RUCKER	ANTHONY			Electrician (Journeyman)	14188 LIV 251	CHILICOTHE	MO	64601	No	Male	Caucasian_American
65	SANTOYO	KEVIN			Operating_Engineer (Journeyman)	4900 N COLLEGE	KANSAS CITY	MO	64119	Yes	Male	Caucasian_American
66	BROWNING	CARSON			Electrician (Journeyman)	1581 SW 1100 RD	APPLETON CITY	MO	64724	No	Male	Caucasian_American
67	SLOMINSKI	JOSHUA			Foreman/Supervisor	651 SHEPARD RD	LAWSON	MO	64062	No	Male	Caucasian_American
68	STEVENS	ERICK			Laborer (Journeyman)	1817 NW BROADW	GRAIN VALLEY	MO	64029	No	Male	Caucasian_American
69	STEVENSON	TANNER			Laborer (Journeyman)	215 MAIN ST	OSAWATOMIE	KS	66064	No	Male	Caucasian_American
70	STUMPH	TERRY			Operating_Engineer (Journeyman)	17844 WASHINGTON	CHILICOTHE	MO	64601	No	Male	Caucasian_American
71	BROWNING	JARED			Electrician (Journeyman)	1449 OUTER RD L	BATES CITY	MO	64011	No	Male	Caucasian_American
72	TENNISON	BRYAN			Operating_Engineer (Journeyman)	412 ALLEN	BUCKNER	MO	64016	No	Male	Caucasian_American
73	BULLOCK	DAKOTA			Electrician (Apprentice)	1708 CLEAR CREE	KEARNEY	MO	64060	No	Male	Caucasian_American
74	BRULE	QUINTON			Electrician (Journeyman)	116 GRANT 3525	SHERIDAN	AR	72150	No	Male	Caucasian_American
75	TWYMAN	ANDREW			Foreman/Supervisor	506 W 30 ST	HIGGINSVILLE	MO	64037	No	Male	Caucasian_American
76	BURTON	DANIEL			Electrician (Journeyman)	22210 FOUR MILE	FRANKFORT	KS	66427	No	Male	Caucasian_American
77	WAHN	BRIAN			Foreman/Supervisor	410 NE DUNCAN	BLUE SPRINGS	MO	64014	No	Male	Native_American
78	BURCHAM	AARON			Electrician (Apprentice)	2350 BROOKS CIR	PEA RIDGE	AR	72751	No	Male	Caucasian_American
79	WATERMAN	STEVEN			Operating_Engineer (Journeyman)	2023 W ETHAN LA	INDEPENDENCE	MO	64058	No	Male	Caucasian_American
80	WESTPHAL	ANDREW			Operating_Engineer (Journeyman)	779 NW 1501 RD	HOLDEN	MO	64040	No	Male	Caucasian_American
81	WHITT	LOREN			Laborer (Journeyman)	2321 HALLECK RD	FAUCETT	MO	64448	No	Male	Caucasian_American
82	WILEY	LAKESHIA			Operating_Engineer (Journeyman)	1408 SW 21 ST	BLUE SPRINGS	MO	64015	No	Female	African_American
83	WOOD	CARSON			Electrician (Journeyman)	478 NW 1601 RD	KINGSVILLE	MO	64061	No	Male	Caucasian_American
84	YINGLING	COREE			Laborer (Journeyman)	629 N 7 ST	LACYGNE	KS	66040	No	Male	Caucasian_American
85	BUTZ	RYAN			Laborer (Journeyman)	76 SW 1051ST RD	HOLDEN	MO	64040	No	Male	Caucasian_American
86	CANTRELL	CORY			Electrician (Apprentice)	155 E 425 RD	FAIR PLAY	MO	65649	No	Male	Caucasian_American
87	CARLSON	DYLAN			Laborer (Journeyman)	626 COLLEEN DR	GARDNER	KS	66030	No	Male	Caucasian_American
88	CARNEY	COLTON			Electrician (Apprentice)	217 E JEWELL AVE	SALINA	KS	67401	No	Male	Caucasian_American
89	CALLAHAN	JAMES			Electrician (Journeyman)	1481 NE MULEBARN	LATHROP	MO	64465	No	Male	Caucasian_American
90	CRANDALL	DANIEL			Laborer (Journeyman)	27425 S LEWIS RD	FREEMAN	MO	64746	No	Male	Caucasian_American
91	CREEK	STEVEN			Operating_Engineer (Journeyman)	34115 S DICKEY RD	ARCHIE	MO	64725	No	Male	Caucasian_American
92	CAMERON	JEREMY			Foreman/Supervisor	5110 COUNTY LANE	CARTHAGE	MO	64836	No	Male	Caucasian_American
93	CAMRON	CHAD			Laborer (Journeyman)	205 W NORTH ST	KONAWA	OK	74849	No	Male	Caucasian_American
94	DEVER	JOSHUA			Foreman/Supervisor	15723 CORDELL RD	KEARNEY	MO	64060	No	Male	Caucasian_American
95	CRESS	TYSON			Laborer (Journeyman)	301 JUNIPER	LAWSON	MO	64062	No	Male	Caucasian_American
96	CATHEY	CHRISTIAN			Electrician (Journeyman)	1256 N ARMSTRONG	DERBY	KS	67037	No	Male	Caucasian_American
97	CATRON	DALTON			Laborer (Journeyman)	422 DELIA AVE	DELIA	KS	66418	No	Male	Caucasian_American
98	CHAMBERS	MATTHEW			Electrician (Journeyman)	3515 OKLAHOMA AV	TRENTON	MO	64683	No	Male	Caucasian_American
99	CHAPUT	ZACHARY			Electrician (Journeyman)	309 S KAW DR	JUNCTION CITY	KS	66441	No	Male	Caucasian_American
##	DOWDEN	KYLE			Laborer (Journeyman)	1215 N 22ND ST	ST JOSEPH	MO	64506	No	Male	Caucasian_American
##	DOWDEY	SHOSDJUI			Operating_Engineer (Journeyman)	12936 S RAINTREE D	OLATHE	KS	66062	No	Male	Caucasian_American
##	DOWNARD	DERRECK			Foreman/Supervisor	12393 NE COLE CREE	CASSODAY	KS	66842	No	Male	Caucasian_American
##	DOZLER	CHASE			Electrician (Journeyman)	127 CHEROKEE RD	LONGFORD	KS	67458	No	Male	Caucasian_American
##	DROGE	JEROD			Foreman/Supervisor	6444 SE SHADDEN RD	BERRYTON	KS	66409	No	Male	Caucasian_American
##	COLEMAN	MATTHEW			Electrician (Journeyman)	10039 SE COUNTY RD	APPLETON CITY	MO	64724	No	Male	Caucasian_American
##	DUTTON	TYLER			Electrician (Journeyman)	21113 BISON RD	PAXICO	KS	66526	No	Male	Caucasian_American
##	EDWARDS	JOSHUA			Electrician (Journeyman)	325 N CEDAR	LEBO	KS	66856	No	Male	Caucasian_American
##	COLLINS	JONATHAN			Electrician (Apprentice)	17701 SE HWY M	DEARBORN	MO	64439	No	Male	Caucasian_American

	Name			Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First									
##	NAVARRO	RUBEN		Laborer (Journeyman)	6148 EVERETT AVE	KANSAS CITY	KS	66102	No	Male	Hispanic/Latino American
##	FARLEY	ROGER		Laborer (Journeyman)	1614 ANTHONY MIC	LAWRENCE	KS	66049	No	Male	Caucasian American
##	NIEPMAN	JOSHUA		Electrician (Apprentice)	546 E 5TH ST	ADRIAN	MO	64720	No	Male	Caucasian American
##	COCKSEY	JASON		Electrician (Journeyman)	414 SW 1201 RD	HOLDEN	MO	64040	No	Male	Caucasian American
##	RAMBO	DONNELL		Foreman/Supervisor	1025 W SHERIDAN D	JOPLIN	MO	64801	No	Male	African American
##	FISCHER	JOSHUA L		Electrician (Journeyman)	26405 SOUTH ST RTE	CLEVELAND	MO	64734	No	Male	Caucasian American
##	SALAS	MIGUEL		Laborer (Journeyman)	828 S 51ST TERRACE	KANSAS CITY	KS	66106	No	Male	Hispanic/Latino American
##	SHIPLEY	CHARLES		Electrician (Journeyman)	611 YOUNGER ST	KEARNEY	MO	64060	No	Male	Caucasian American
##	COOPER	DALTON		Electrician (Apprentice)	6041 W REPUBLIC RD	BROOKLINE	MO	65619	No	Male	Caucasian American
##	SIMMERS	JAMES		Laborer (Journeyman)	979 SW EAGLE COUR	BLUE SPRINGS	MO	64015	No	Male	Caucasian American
##	SMITH	ALFONZO R.		Foreman/Supervisor	16700 CENTURY ST	OVERLAND PARK	KS	66221	No	Male	African American
##	COWELL	BRICE		Foreman/Supervisor	794 SW 700 ROAD	HOLDEN	MO	64040	No	Male	Caucasian American
##	SPEER	JAMES		Foreman/Supervisor	17807 GREY HAWKE	SMITHVILLE	MO	64089	No	Male	Caucasian American
##	WALSTON	COREY A		Electrician (Apprentice)	1304 SE ALICE COUR	BLUE SPRINGS	MO	64014	No	Male	Caucasian American
##	FLORES DELAMORA	ERIK		Electrician (Apprentice)	6735 CLEVELAND AV	KANSAS CITY	KS	66104	No	Male	Hispanic/Latino American
##	DAIGH	ANTHONY		Electrician (Journeyman)	421 E EDGEWOOD ST	SPRINGFIELD	MO	65807	No	Male	Caucasian American
##	DEMOSS	AUSTIN		Electrician (Journeyman)	900 SW 6 ST	LEE'S SUMMIT	MO	64081	No	Male	Caucasian American
##	ATCHISON	JASON		Electrician (Journeyman)	546 SE Y HWY	WARRENSBURG	MO	64093	No	Male	Caucasian American
##	FLYNN	DANIEL		Foreman/Supervisor	13039 Q RD	HOYT	KS	66440	No	Male	Caucasian American
##	FRITZ	TREVOR		Laborer (Journeyman)	8420 NE 127TH ST	KANSAS CITY	MO	64167	Yes	Male	Caucasian American
##	GADDIE	SEAN		Electrician (Journeyman)	1821 N PONCA DR	INDEPENDENCE	MO	64058	No	Male	Caucasian American
##	DEVER	WILLIAM C		Foreman/Supervisor	996 NW 525 RD	CENTERVIEW	MO	64019	No	Male	Caucasian American
##	DIAZ	CHRISTOPHER		Electrician (Journeyman)	272 NW 1201 RD	HOLDEN	MO	64040	No	Male	Caucasian American
##	GILBERTSON	TYLER		Laborer (Journeyman)	1610 QUISENBERRY	SEDALIA	MO	65301	No	Male	Caucasian American
##	COE	TRESSA		Laborer (Journeyman)	9908 N HEDGES AVE	KANSAS CITY	MO	64157	Yes	Female	Caucasian American
##	GRAY	MATTHEW		Electrician (Journeyman)	1566 THOMAS RD	OTTAWA	KS	66067	No	Male	Caucasian American
##	CORWIN	CHRISTOPHER		Laborer (Journeyman)	721 SW 1001 RD	HOLDEN	MO	64040	No	Male	Caucasian American
##	DOSTAL	MORGAN		Electrician (Apprentice)	1431 CEDAR COVE	LINCOLN	NE	68505	No	Male	Caucasian American
##	HARRISON	PARKER		Other	703 AUTUMN DR	BELTON	MO	64012	No	Male	Caucasian American
##	DOWNEY	RYAN		Laborer (Journeyman)	412 N OAK ST	COLE CAMP	MO	65325	No	Male	Caucasian American
##	HARSHMAN	MATTHEW S		Electrician (Journeyman)	3211 S STONYPOND	GRAIN VALLEY	MO	64029	No	Male	Caucasian American
##	HOOVER	JACOB		Laborer (Journeyman)	48 SW 1451 RD	HOLDEN	MO	64040	No	Male	Caucasian American
##	HUBBARD	KEVIN		Other	27665 W 343RD ST	OSAWATOMIE	KS	66064	No	Male	Caucasian American
##	HEATON	DARREN		Elevator Constructor (Journeyman)	313 NE 5TH ST	OAK GROVE	MO	64075	No	Male	Caucasian American
##	HEDGES	HEATH		Other	16018 NE 136TH ST	KEARNEY	MO	64060	No	Male	Caucasian American
##	HELLER	SHAUN		Foreman/Supervisor	64181 E 100 RD	MIAMI	OK	74354	No	Male	Caucasian American
##	HELM	JASON		Foreman/Supervisor	1408 MATTHES LN	PLEASANT HILL	MO	64080	No	Male	Caucasian American
##	HILL	JERAMIE		Electrician (Journeyman)	907 HUTTON VALI	CLINTON	MO	64735	No	Male	Caucasian American
##	DRURY	LUKE		Foreman/Supervisor	18605 MOONEY CR	ATCHISON	KS	66002	No	Male	Caucasian American
##	HOCKER	KEATON		Electrician (Apprentice)	1309 MEADOW LN	ABILENE	KS	67410	No	Male	Caucasian American
##	SEATON	SARAH		Laborer (Journeyman)	20401 E MILLHAY	INDEPENDENCE	MO	64056	No	Female	Caucasian American
##	HUDDLESTON	KYLE		Electrician (Journeyman)	5044 AUBURN DR	WAMEGO	KS	66547	No	Male	Caucasian American
##	HYLTON	NOAK		Laborer (Journeyman)	3808 SE ADAMS DR	BLUE SPRINGS	MO	64014	No	Male	Caucasian American
##	DUNLAP	DACOTA		Laborer (Journeyman)	627 WALNUT ST	WELLSVILLE	KS	66092	No	Male	Caucasian American
##	KNEIB	SCOTT		Electrician (Journeyman)	2211 SW RUARK RD	DEKALB	MO	64440	No	Male	Caucasian American
##	KRIZ	ADAM		Electrician (Journeyman)	30404 E LITCHFORD RD	GRAIN VALLEY	MO	64029	No	Male	Caucasian American
##	EARL	JOSHUA		Laborer (Journeyman)	934 STONEBROOK LN	GRAIN VALLEY	MO	64029	No	Male	Caucasian American
##	EICHEM	JACOB		Electrician (Journeyman)	4660 N HWY 99	WAMEGO	KS	66547	No	Male	Caucasian American
##	LANKFORD	JUSTIN		Electrician (Journeyman)	817 SW STATE RTE 2	CHILHOWEE	MO	64733	No	Male	Caucasian American
##	ESCHLIMAN	BRYAN		Foreman/Supervisor	25100 E 97 ST	LEE'S SUMMIT	MO	64086	No	Male	Caucasian American
##	LIVENGOD	CHRIS		Foreman/Supervisor	23485 371 HWY	DEARBORN	MO	64439	No	Male	Caucasian American
##	ESSENPRIES	RYAN P		Foreman/Supervisor	1100 NW COUNTY RD	ADRIAN	MO	64720	No	Male	Caucasian American
##	MARRIOTT	CHAD		Electrician (Journeyman)	5424 CENTURY DR	SMITHVILLE	MO	64089	No	Male	Caucasian American
##	MARTIN	DYLAN		Electrician (Journeyman)	23228 S DAVIS RD	OSAGE CITY	KS	66523	No	Male	Caucasian American
##	MAYHUGH	JACOB		Electrician (Journeyman)	15785 MAY ST	SMITHVILLE	MO	64089	No	Male	Caucasian American
##	MICHAEL	DANNY		Electrician (Journeyman)	157 NE 201 RD	CLINTON	MO	64735	No	Male	Caucasian American
##	FLOWER	GUNTHER		Laborer (Journeyman)	2 LEED RD	WINFIELD	KS	67156	No	Male	Caucasian American
##	KOEHN	AARON		Foreman/Supervisor	5734 N EUGENE FIELD	KANSAS CITY	MO	64119	Yes	Male	Caucasian American
##	FORGE	DERRICK		Electrician (Apprentice)	18608 E ARROWHEAD	INDEPENDENCE	MO	64056	No	Male	Caucasian American
##	MOORE	NATE		Electrician (Journeyman)	7327 NW HUMPHREY R	SILVERLAKE	KS	66539	No	Male	Caucasian American
##	NARRON	CODY		Operating Engineer (Journeyman)	209 SE MOORE ST	BLUE SPRINGS	MO	64014	No	Male	Caucasian American
##	FOSTER	LEE T		Laborer (Journeyman)	1603 LAUREN LN	KEARNEY	MO	64060	No	Male	Caucasian American
##	FOSTER	STEVEN		Electrician (Journeyman)	971 NE 801 RD	CALHOUN	MO	65323	No	Male	Caucasian American

	Name			Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First									
##	NEWELL	RANDY G		Electrician_ (Journeyman)	20326 B 171 ST	BASEHOR	KS	66007	No	Male	Caucasian_American
##	NEWELL	RYAN		Electrician_ (Journeyman)	11600 NEMAHA RD	OSKALOOSA	KS	66066	No	Male	Caucasian_American
##	NEWELL	TODD		Foreman/Supervisor	625 MONROE ST	OSKALOOSA	KS	66066	No	Male	Caucasian_American
##	WILLARD	DOUGLAS		Laborer_ (Journeyman)	3537 S DEBRA ST	INDEPENDENCE	MO	64055	No	Male	Caucasian_American
##	NORMAN	JACOB		Foreman/Supervisor	1103 ROLLING DR	GREENWOOD	MO	64034	No	Male	Caucasian_American
##	FUEHRING	ROBERT		Foreman/Supervisor	11648 CHERRY LN	SWEET SPRINGS	MO	65351	No	Male	Caucasian_American
##	GARRISON	TYLER		Laborer_ (Journeyman)	78 DOUBLE S LANE	THEODOSIA	MO	65761	No	Male	Caucasian_American
##	PICKARD	NICHOLAS		Foreman/Supervisor	501 N MAIN ST	LEETON	MO	64761	No	Male	Caucasian_American
##	GLENN	THOMAS		Electrician_ (Journeyman)	12604 BALTIMORE CT	KANSAS CITY	MO	64145	Yes	Male	Caucasian_American
##	POTTER	TYLER		Laborer_ (Journeyman)	5630 SLOAN AVE	KANSAS CITY	KS	66104	No	Male	Caucasian_American
##	GOODWIN	BRENTON		Electrician_ (Apprentice)	410 COLBERN ST	BELTON	MO	64012	No	Male	Caucasian_American
##	RODDA	JOSEPH		Foreman/Supervisor	3460 LABETTE RD	PERRY	KS	66073	No	Male	Caucasian_American
##	GOSS	JEFFREY		Electrician_ (Journeyman)	1731 YUCCA LN	EMPORIA	KS	66801	No	Male	Caucasian_American
##	ROSE	DALLAS		Laborer_ (Journeyman)	3510 S CRYSLER AVE	INDEPENDENCE	MO	64055	No	Male	Caucasian_American
##	SABAN	CHRISTOPHER		Electrician_ (Journeyman)	1708 SW STONE CREEK	BLUE SPRINGS	MO	64015	No	Male	Caucasian_American
##	DRAY	LUCAS		Laborer_ (Journeyman)	1814 LAUREN LN	KEARNEY	MO	64060	No	Male	Caucasian_American
##	HAMPTON	BRYAN		Electrician_ (Journeyman)	1913 ROAD 8	PEEDMONT	KS	67122	No	Male	Caucasian_American
##	HANSEN	JEREMY		Electrician_ (Apprentice)	1014 ROSE RD	ROCKAWAY BEACH	MO	65740	No	Male	Caucasian_American
##	HARRIS	SPENCER		Electrician_ (Journeyman)	246 NE 37 ST	TRENTON	MO	64683	No	Male	Caucasian_American
##	SMITH	NICHOLAS		Foreman/Supervisor	3313 SE 23RD TER	TOPEKA	KS	66605	No	Male	Caucasian_American
##	HULETT	ZACHARY		Foreman/Supervisor	27413 STATE HWY O	GALLATIN	MO	64640	No	Male	Caucasian_American
##	HULL	BRYAN		Laborer_ (Journeyman)	2213 VIRGINIA RD	RANTOUL	KS	66079	No	Male	Caucasian_American
##	STARNES	KYLE		Operating_Engineer_ (Journeyman)	2802 N REBER RD	SIBLEY	MO	64088	No	Male	Caucasian_American
##	STEPHENSON	ERIC		Laborer_ (Journeyman)	2509 NE 47TH ST	KANSAS CITY	MO	64116	Yes	Male	Caucasian_American
##	STONE	CODY		Electrician_ (Apprentice)	1021 SW MOUNTAIN V	GRAIN VALLEY	MO	64029	No	Male	Caucasian_American
##	STRAUSS	SETH		Electrician_ (Journeyman)	2214 FAIR RD	ABILENE	KS	67410	No	Male	Caucasian_American
##	MILLER	JACOB		Electrician_ (Journeyman)	422 POLK ST	CHILLICOTHE	MO	64601	No	Male	Caucasian_American
##	HEBERT JR	STEVEN M		Foreman/Supervisor	3413 S SIOUX CT	INDEPENDENCE	MO	64057	No	Male	Caucasian_American

	Name				Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity	
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##	HECHT	CARL			Electrician_(Journeyman)	24432 235 ST	MCLOUTH	KS	66054	No	Male	Caucasian_America	n
##	THORPE	AARON P			Foreman/Supervisor	1100 TYLER LN	GREENWOOD	MO	64034	No	Male	Caucasian_America	n
##	TODD	ALVIN			Foreman/Supervisor	218 W HICKORY ST	EL DORADO SPRINGS	MO	64744	No	Male	Caucasian_America	n
##	TODD	ANTHONY			Electrician_(Journeyman)	15350 S K HWY	EL DORADO SPRINGS	MO	64744	No	Male	Caucasian_America	n
##	HELMIG	GAVIN			Electrician_(Apprentice)	6480 S CALLIE RD	ROGERSVILLE	MO	65742	No	Male	Caucasian_America	n
##	TROSTEL	MICHAEL			Electrician_(Journeyman)	1605 SW 24TH ST	BLUE SPRINGS	MO	64015	No	Male	Caucasian_America	n
##	VOGLER	JUSTIN			Electrician_(Journeyman)	1010 CRESCENT DR	SEDALIA	MO	65301	No	Male	Caucasian_America	n
##	SIMMONS	ANTHONY A			Laborer_(Journeyman)	3522 S COTTAGE AVE	INDEPENDENCE	MO	64055	No	Male	Caucasian_America	n
##	WARLEN	TREVOR			Electrician_(Journeyman)	2245 W COUNTRY CLUB	SEDALIA	MO	65301	No	Male	Caucasian_America	n
##	HIGLEY	TRAVIS			Electrician_(Journeyman)	13125 242 RD	CUMMINGS	KS	66016	No	Male	Caucasian_America	n
##	HOBBS	DUSTIN			Electrician_(Journeyman)	635 NW SHOREY PL	TOPEKA	KS	66608	No	Male	Caucasian_America	n
##	WATSON	LEVI			Electrician_(Journeyman)	911 S 4TH ST	OSAGE CITY	KS	66523	No	Male	Caucasian_America	n
##	WHITE	RYAN			Foreman/Supervisor	2082 ROAD F5	EMPORIA	KS	66801	No	Male	Caucasian_America	n
##	WIGGINS	MATTHEW			Electrician_(Journeyman)	1961 BURLINGAME RD	EMPORIA	KS	66801	No	Male	Caucasian_America	n
##	HOFACKER	LUKE			Electrician_(Journeyman)	3981 286 RD	MUSCOTAHA	KS	66058	No	Male	Caucasian_America	n
##	WRAY	TANNER			Electrician_(Apprentice)	401 W SAINT JOHN ST	GIRARD	KS	66743	No	Male	Caucasian_America	n
##	HONAS	KEEGAN			Electrician_(Journeyman)	9478 LOWER MCDOWE	ALTA VISTA	KS	66834	No	Male	Caucasian_America	n
##	HONER	SEAN			Electrician_(Journeyman)	120 N BELFRY	COUNCIL GROVE	KS	66846	No	Male	Caucasian_America	n
##	HOUSTON	COLDEN			Electrician_(Apprentice)	9649 COUNTRY RD 149	SAVANNAH	MO	64485	No	Male	Caucasian_America	n
##	HUDSON	CULLEN			Electrician_(Journeyman)	18600 ATKINS RD	LAWSON	MO	64062	No	Male	Caucasian_America	n
##	HUGHES	HOLDEN			Laborer_(Journeyman)	901 NICHOLAS LN	CARL JUNCTION	MO	64834	No	Male	Caucasian_America	n

	Name				Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity	
	Last	First											
##	HURLEY	JOSEPH			Laborer (Journeyman)	19705 E 14 TER	INDEPENDENCE	MO	64056	No	Male	Caucasian_American	
##	HURRELBRINK	SHANE			Electrician (Apprentice)	1118 E SNIDER	SPRINGFIELD	MO	65803	No	Male	Caucasian_American	
##	HUTMAN	RYAN			Laborer (Journeyman)	203 GLENDALE RD	LIBERTY	MO	64068	No	Male	Caucasian_American	
##	INGLE	SKYLAR			Electrician (Journeyman)	615 W STANLEY ST	BULFALO	MO	65622	No	Male	Caucasian_American	
##	JACKSON	JEREMY			Electrician (Journeyman)	1012 LINCOLN ST	OSAGE CITY	KS	66523	No	Male	Caucasian_American	
##	JACOBS	NATHAN			Laborer (Journeyman)	471 E 520 AVE	PITTSBURG	KS	66762	No	Male	Caucasian_American	
##	KELLY	JASON			Operating_Engineer (Journeyman)	815 SE 19 ST	OAK GROVE	MO	64075	No	Male	Caucasian_American	
##	KEMPFER	DALTON			Electrician (Journeyman)	8825 W 55 ST	MERRIAM	KS	66202	No	Male	Caucasian_American	
##	KETCHUM	COREY A			Electrician (Journeyman)	1103 BUTTERCUP ST	SMITHVILLE	MO	64089	No	Male	Caucasian_American	
##	KISSINGER	EZEKIEL			Electrician (Journeyman)	12148 106 ST	OSKALOOSA	KS	66066	No	Male	Caucasian_American	
##	LAMBRECHT	DAYLON			Electrician (Journeyman)	10601 US 75 HWY	HOYT	KS	66440	No	Male	Caucasian_American	
##	LANE	AARON			Laborer (Journeyman)	835 PINEWOOD ST	GARDNER	KS	66030	No	Male	Caucasian_American	
##	LANGLAND	JORDAN			Electrician (Journeyman)	15328 MALLARD DR	NEOSHO	MO	64850	No	Male	Caucasian_American	
##	LANKFORD	JEFFERSON			Operating_Engineer (Journeyman)	1150 SW 601	CHILHOWEE	MO	64733	No	Male	Caucasian_American	
##	LAY	CRAIG			Electrician (Journeyman)	17996 STATE HWY 7	LEWISTON	MO	63452	No	Male	Caucasian_American	
##	LEITH	CHANCE			Electrician (Journeyman)	5541 S 47 RD	WALNUT GROVE	MO	65770	No	Male	Caucasian_American	
##	LEWELLEN	BRETT			Laborer (Journeyman)	310 D ST	DEEPWATER	MO	64740	No	Male	Caucasian_American	
##	LOCK	BENJAMIN			Electrician (Journeyman)	10215 N CYPRESS AVE	KANSAS CITY	MO	64156	Yes	Male	Caucasian_American	
##	LONG	NOAH			Electrician (Apprentice)	337 NW 61 RD	CLINTON	MO	64735	No	Male	Caucasian_American	
##	LUMLEY	MATTHEW			Electrician (Apprentice)	161 THURMAN RD	FORSYTH	MO	65653	No	Male	Caucasian_American	
##	MARKS	DUSTIN			Laborer (Journeyman)	5506 BRADSHAW ST	SHAWNEE	KS	66216	No	Male	Caucasian_American	
##	MARSH	NATHANIEL			Electrician (Journeyman)	2727 SW SPRINGTOWN	PLATTSBURG	MO	64477	No	Male	Caucasian_American	
##	MARTINE	DANIEL			Operating_Engineer (Journeyman)	812 OAK RIDGE	KEARNEY	MO	64060	No	Male	Caucasian_American	
##	MASON	SEAN			Electrician (Journeyman)	1425 UNITY ST	ATCHISON	KS	66002	No	Male	Caucasian_American	
##	MCCOLLUM	JUSTIN			Foreman/Supervisor	3161 SE WAMSLEY	CAMERON	MO	64429	No	Male	Caucasian_American	
##	MCKINNEY	SCOTT			Laborer (Journeyman)	2500 SW 10 ST	BLUE SPRINGS	MO	64015	No	Male	Caucasian_American	
##	METCALFE	BRETT			Electrician (Journeyman)	515 KINNDRED DR	SMITHVILLE	MO	64089	No	Male	Caucasian_American	
##	MEULI	LOGAN			Electrician (Journeyman)	1322 DEER RD	ABILENE	KS	67410	No	Male	Caucasian_American	
##	MICHAEL	HEATHER			Electrician (Apprentice)	621 POPLAR DR	WINDSOR	MO	65360	No	Female	Caucasian_American	
##	MIEKLEY	WESTON			Electrician (Apprentice)	4819 S CRESCENT AVE	SPRINGFIELD	MO	65804	No	Male	Caucasian_American	
##	MILLER	TRAVIS			Electrician (Journeyman)	77 NW 1001 ROAD	CLINTON	MO	64735	No	Male	Caucasian_American	
##	MOALITTELE	CADEN			Laborer (Journeyman)	2618 S BEECH ST	WICHITA	KS	67210	No	Male	Caucasian_American	
##	MOIR	BRANDON			Laborer (Journeyman)	962 NW 445 RD	CENTERVIEW	MO	64019	No	Male	Caucasian_American	
##	MYERS	RYAN			Foreman/Supervisor	15794 S BROOKFIELD S	OLATHE	KS	66062	No	Male	Caucasian_American	
##	NIELSEN	KORIE			Electrician (Apprentice)	2389 STATE HWY M	NINA	MO	65714	No	Male	Caucasian_American	
##	NILGES	HUDSON			Electrician (Journeyman)	1629 INDEPENDENCE L	JEFFERSON CITY	MO	65109	No	Male	Caucasian_American	
##	OHMANN	MARK			Electrician (Journeyman)	329 E HANSEN CT	INDEPENDENCE	MO	64055	No	Male	Caucasian_American	
##	POLLARD	BRIAN			Electrician (Journeyman)	15802 FERGUSON RD	VALLEY FALLS	KS	66088	No	Male	Caucasian_American	
##	POWELL	SAMUEL			Electrician (Journeyman)	8632 W 28 ST N	WICHITA	KS	67212	No	Male	Caucasian_American	
##	PRITCHETT	CHRISTOPHER			Foreman/Supervisor	19300 E 28 ST S	INDEPENDENCE	MO	64057	No	Male	Caucasian_American	
##	PROCH	SPENCER			Electrician (Journeyman)	202 W CHESTNUT ST	HARRISONVILLE	MO	64701	No	Male	Caucasian_American	
##	QUALLS	AARON			Electrician (Journeyman)	205 OLIVE ST	WINDSOR	MO	65360	No	Male	Caucasian_American	
##	REW	MARK			Laborer (Journeyman)	570 W LAYTON ST	OLATHE	KS	66061	No	Male	Caucasian_American	

	Name			Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity	
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##	RIGDON	SETH		Foreman/Supervisor	400 NE 6 ST APT D	BLUE SPRINGS	MO	64014	No	Male	Caucasian_American	
##	RODDA	AARON		Foreman/Supervisor	7956 OSAGE DR	OZAWKIE	KS	66070	No	Male	Caucasian_American	
##	RUNNELS	DEVIN		Electrician_(Journeyman)	839 ASHLEY ST	WESTON	MO	64098	No	Male	Caucasian_American	
##	SADLER	JOSHUA		Electrician_(Journeyman)	1110 NE 735P ROAD	CALHOUN	MO	65323	No	Male	Caucasian_American	
##	SCHENK	JEREMY		Foreman/Supervisor	15 N BROADWAY	FRANKLIN	KS	66763	No	Male	Caucasian_American	
##	SCHRICK	JACOB		Electrician_(Journeyman)	280 MEADE RD	ATCHISON	KS	66002	No	Male	Caucasian_American	
##	SLEVIN	XAVIAR		Electrician_(Apprentice)	246 SNOWSHOE DR	LAWRENCE	KS	66044	No	Male	Hispanic/Latino_American	
##	SMITH	JOSHUA		Electrician_(Apprentice)	13544 BEGEMANN RD	ODESSA	MO	64076	No	Male	Caucasian_American	
##	STUDER	WILLIAM		Electrician_(Apprentice)	15742 ENGLISH RD	LEBANON	MO	65536	No	Male	Caucasian_American	
##	SUMMEROW	GEORY		Electrician_(Apprentice)	311 VIRGINIA ST	ST JOSEPH	MO	64504	No	Male	African_American	
##	TRUAX	MATTHEW		Electrician_(Journeyman)	1810 N PRAIRIE LN	RAYMORE	MO	64083	No	Male	Caucasian_American	
##	TUN	DORIAN		Electrician_(Journeyman)	2616 MOUNTAIN RD	BARTLESVILLE	OK	74003	No	Male	Caucasian_American	
##	VAN PATTEN	MATTHEW		Electrician_(Journeyman)	1048 BROADMORE LN	LIBERTY	MO	64068	No	Male	Caucasian_American	
##	WADE	CADEN		Electrician_(Apprentice)	1321 KODIAK CT	FESTUS	MO	63028	No	Male	Caucasian_American	
##	WALSH	JEREMY		Laborer_(Journeyman)	20300 E 14 ST N	INDEPENDENCE	MO	64056	No	Male	Caucasian_American	
##	WEILER	RYAN		Electrician_(Apprentice)	1812 S GREGG RD	NIXA	MO	65714	No	Male	Caucasian_American	
##	WEINMANN	KYLE		Electrician_(Apprentice)	514 AMERICAS WAY #2	BOX ELDER	SD	57719	No	Male	Caucasian_American	
##	WEST	JOSHUA		Foreman/Supervisor	7507 CRESCENT DR	RAYTOWN	MO	64138	No	Male	Caucasian_American	
##	WHEAT	KORMEL		Foreman/Supervisor	1533 SW 24 ST	TOPEKA	KS	66611	No	Male	African_American	
##	WHITE	CAMREN		Laborer_(Journeyman)	606 N POWAHATAN DR	INDEPENDENCE	MO	64056	No	Male	Caucasian_American	
##	WHITFORD	DANIEL		Foreman/Supervisor	103 NE 64 ST	KANSAS CITY	MO	64118	Yes	Male	Caucasian_American	
##	WOODWARD	LOGAN		Electrician_(Journeyman)	1434 NORFOLK DR	HARRISONVILLE	MO	64701	No	Male	Caucasian_American	
##	WREN	CHRISTOPHER		Foreman/Supervisor	1102 HOLLY AVE	HARRISONVILLE	MO	64701	No	Male	Caucasian_American	
##	WRIGHT	TRAVIS		Laborer_(Journeyman)	32808 HIGHWAY D	LAWSON	MO	64062	No	Male	Caucasian_American	
##	YOUNG	BRENT		Electrician_(Journeyman)	8814 HIGHWAY 5	BUNCETON	MO	65237	No	Male	Caucasian_American	
##	YOUNG	JEFFREY		Foreman/Supervisor	13400 184 ST	LINWOOD	KS	66052	No	Male	Caucasian_American	

ATTACHMENT E

PERFORMANCE, PAYMENT AND OTHER BONDS

1. 00610 Performance and Maintenance Bond Form
2. 00615 Payment Bond Form



PERFORMANCE AND MAINTENANCE BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for _____ which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, and including any maintenance requirements contained therein, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to, liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, 20__.

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A-, V, or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



PAYMENT BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for _____, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20_____.

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and(4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)

SECTION 00830

PREVAILING WAGE

1. Annual Wage Order No. 32
2. **0830.03 Division of Labor Standards Rules & Regulations** are incorporated into and made part of this Contract and are available at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/8csr/8c30-3.pdf>.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 019
CASS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.03
Boilermaker	\$27.84*
Bricklayer-Stone Mason	\$64.30
Carpenter	\$67.36
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.64
Plasterer	
Communication Technician	\$27.84*
Electrician (Inside Wireman)	\$75.11
Electrician Outside Lineman	\$27.84*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.84*
Glazier	\$27.84*
Ironworker	\$71.27
Laborer	\$52.18
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.84*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.27
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$27.84*
Plumber	\$81.42
Pipe Fitter	
Roofer	\$60.32
Sheet Metal Worker	\$78.19
Sprinkler Fitter	\$27.84*
Truck Driver	\$27.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.46
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.84*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.75
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.87
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.95
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024
CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$74.08
Boilermaker	\$36.40*
Bricklayer-Stone Mason	\$64.33
Carpenter	\$66.73
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.22
Plasterer	
Communication Technician	\$63.19
Electrician (Inside Wireman)	\$72.26
Electrician Outside Lineman	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$36.40*
Glazier	\$59.01
Ironworker	\$72.20
Laborer	\$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40*
Plumber	\$81.51
Pipe Fitter	
Roofer	\$60.78
Sheet Metal Worker	\$78.40
Sprinkler Fitter	\$70.79
Truck Driver	\$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.62
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.10
Boilermaker	\$40.77*
Bricklayer-Stone Mason	\$64.45
Carpenter	\$67.13
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.83
Plasterer	
Communication Technician	\$63.26
Electrician (Inside Wireman)	\$74.98
Electrician Outside Lineman	\$71.73
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$96.07
Glazier	\$59.60
Ironworker	\$72.22
Laborer	\$52.24
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.18
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.32
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$40.77*
Plumber	\$82.92
Pipe Fitter	
Roofer	\$61.71
Sheet Metal Worker	\$78.84
Sprinkler Fitter	\$71.59
Truck Driver	\$55.76
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.06
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.77
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.79
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 083
PLATTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$71.19
Boilermaker	\$34.28*
Bricklayer-Stone Mason	\$64.62
Carpenter	\$66.80
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.71
Plasterer	
Communication Technician	\$65.55
Electrician (Inside Wireman)	\$75.86
Electrician Outside Lineman	\$34.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.28*
Glazier	\$34.28*
Ironworker	\$71.57
Laborer	\$50.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.93
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.88
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.19
Plumber	\$82.42
Pipe Fitter	
Roofer	\$61.62
Sheet Metal Worker	\$79.11
Sprinkler Fitter	\$70.76
Truck Driver	\$34.28*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$34.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.48
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.30
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 089
RAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
RAY County

Section 089

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.09*
Boilermaker	\$27.09*
Bricklayer-Stone Mason	\$27.09*
Carpenter	\$66.96
Lather	
Linoieum Layer	
Millwright	
Pile Driver	
Cement Mason	\$27.09*
Plasterer	
Communication Technician	\$27.09*
Electrician (Inside Wireman)	\$75.23
Electrician Outside Lineman	\$27.09*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.09*
Glazier	\$27.09*
Ironworker	\$71.79
Laborer	\$27.09*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.09*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$27.09*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$27.09*
Plumber	\$82.87
Pipe Fitter	
Roofer	\$27.09*
Sheet Metal Worker	\$27.09*
Sprinkler Fitter	\$27.09*
Truck Driver	\$27.09*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
RAY County

Section 089

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.09*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.09*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.86
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.23
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$27.09*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project Number _____ Project Title _____

From Contractor _____ To _____ Date _____

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact

☐ Attachments:

Signed by: _____ Date _____

Distribution: ☐ Owner ☐ Contractor ☐ Construction Manager ☐ Design Professional ☐ Consultant ☐ Other



DAILY LABOR FORCE REPORT

Project Number _____ Day _____ Date _____

Project Title _____

Contractor _____

Subcontractor _____

Weather: (Indicate if weather prevented work and why) _____

Shift: (circle) 5–8 hr Days 4–10 hr Days Other _____

* This report *MUST be completed and turned in* for EACH DAY until FINAL COMPLETION.

Worker's Full Legal Name	Occupational Title or Classification Group & Skill	Hours Worked & Time (i.e. 10AM – 4PM)	Race & Gender

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE IS TRUE AND COMPLETE.

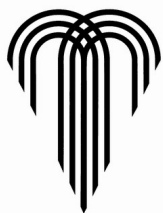
Contractor/Subcontractor Representative:

Complete Name: (print) _____ Title: (print) _____

Signature: _____

Page ____ of ____

Distribution: ☐ City Department ☐ Contractor ☐ Subcontractor ☐ Other



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3. (✓) _____ Prevailing wage does not apply; or

(✓) _____ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____
2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo.

Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____
(Signature)

_____ (Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT G
MISSOURI PROJECT EXEMPTION

- 1 00560 Missouri Project Exemption Certificate
- 2 005600.1 KCMO Tax Exemption Certificate)



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number	
	Address		City	State ZIP Code
	E-mail Address			
	Project Number EV3711-02	Project Begin Date (MM/DD/YYYY) ____/____/____	Estimated Project End Date (MM/DD/YYYY) ____/____/____	
	Description of Project IDIQ TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND REPAIR			
	Project Location		Certificate Expiration Date (MM/DD/YYYY) ____/____/____	
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.				
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.			
	Name of Purchasing Contractor		Signature of Contractor	
	Date (MM/DD/YYYY) ____/____/____			
Address		City	State	ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.			
	Name of Purchasing Subcontractor			
	Address		City	State ZIP Code
	Signature of Contractor		Contractor's Printed Name	
Date (MM/DD/YYYY) ____/____/____				

Form 5060 (Revised 08-2015)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY
414 E 12TH ST 3RD FLOOR
KANSAS CITY MO 64106

Missouri Tax ID
Number: 12490466

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

ATTACHMENT H

INSURANCE

1. 00620 Insurance Certificate Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ABC INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	POLICY NUMBER	1/1/2011	1/1/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	Limit; Deductible Limit; Deductible Limit; Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. [Title]. Certholder (City) and [Design Professional] and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri [Department] [Address] Kansas City, MO [Zip]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ATTACHMENT I
REVENUE CLEARANCE

A Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00.

B Forms

1. 00630 Revenue Clearance Release Authorization

FORM RD-C1

(12/20)

City of Kansas City, Missouri - Revenue Division

AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Phone: (816) 513-1120

Fax: (816) 513-1264



I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of taxpayer: _____ FEIN or SSN: _____

(PRINT)

Address: _____

Check this box and complete this section to send the Clearance Letter to a contractor.

☐

I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME (PRINT)	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

☐

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments to certify that the Taxpayer is in compliance with the tax ordinances administered by the Commissioner of Revenue.

Please send my first Revenue Clearance Letter to: _____
(Print Name of City Department / Contact Person / Email / Fax Number)

This authorization shall expire one (1) year from the date on the bottom of this form.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization on behalf of the Taxpayer and hold harmless agreement.

NAME (PRINT)	TITLE (IF APPLICABLE)	
SIGNATURE	PHONE NUMBER	DATE

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

Email completed form to business.license@kcmo.org or mail to:

City of Kansas City, Missouri, Business License Office, City Hall, 1st floor, 414 E. 12th St.,
Kansas City, MO 64106

ATTACHMENT J

1. 00515.01 Employee Eligibility Verification Affidavit

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

FACILITY REPAIR AND MAINTENANCE CONTRACT
PROJECT/CONTRACT NO. CITY-WIDE IDIQ MAINTENANCE AND REPAIR
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Capital Electric Line Builders, LLC (“Contractor”).

City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract.

- A. The effective date of this Contract shall be the date specified in the written Notice to Proceed issued by the Manager of Procurement Services. The initial term of the Contract shall be one year from the effective date.
- B. The obligation of performance and payment under this Contract do not begin until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City’s Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- C. The City shall have a unilateral right to renew this Contract for up to four additional one year terms in accordance with the Contract Documents. The Manager of Procurement Services is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 3. Purchase Orders.

- A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City’s Manager of Procurement Services for which funds have been certified and encumbered by the City’s Director of Finance.
- B. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor.
- C. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the 00410 Bid Form/Contract – Acceptance of Bid executed by the City. Contractor

shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.

- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: **according to a schedule of completed tasks.**
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless it is accompanied by 01290.02 Schedule of Values.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- F. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Rights and Equal Opportunity Department.
- G. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report submitted to the City's Civil Rights and Equal Opportunity Department. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to those parties listed on **Attachment B – Facility Repair & Maintenance Bid Form/Contract.**

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

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

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

Sec. 8. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part

of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Civil Rights and Equal Opportunity Department, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.

- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 11. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Civil Rights and Equal Opportunity Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

- A. Prevailing Wage.
 - 1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
 - b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be

signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

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

shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.
- C. Excessive Unemployment.
1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Open Excavations.

- A. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- B. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- C. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- D. Any excavation that is not covered shall be fenced in such a way that the fence surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.
- E. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

Sec. 14. Cooperative Procurement With Other Jurisdictions. The Contractor agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

Sec. 15. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services

Attachment B – Facility Repair & Maintenance Bid Form/Contract

00412 Unit Prices

Attachment C – 01290.01 Application for Payment

01290.02 Schedule of Values

Attachment D – CREO-KC Forms & Instructions

00440 CREO-KC 5: Construction Contract CREO-KC Instructions

00450 CREO-KC 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 CREO-KC 10: Timetable for MBE/WBE Utilization

00470 CREO-KC 11: Request for Modification or Substitution

00485 CREO-KC Monthly Reporting Forms

Attachment E - Bonds

00610 Performance and Maintenance Bond

00615 Payment Bond

Attachment F – 00830 Wage Rate Requirements

Annual Wage Order 32

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

Division of Labor Standards Rules & Regulations

01290.09 Subcontractors and Major Material Suppliers List

01290.11 Daily Labor Force Report

01290.14 Contractor Affidavit for Final Payment

01290.15 Subcontractor Affidavit for Final Payment

Attachment G – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment H – 00620 Insurance Certificate

Attachment I – 00630 Revenue Clearance Release Authorization

Attachment J – 00515.01 Employee Eligibility Verification Affidavit

Sec. 16. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

PART II
FACILITY REPAIR & MAINTENANCE
CONTRACT

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

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

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

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

D. 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. Independent Contractor. Contractor is an independent contractor and is not City's agent.

Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

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

a. Severability of Interests
Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate
Liability Limit

d. No Contractual Liability
Limitation Endorsement

e. Additional Insured
Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

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

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

\$1,000,000 accident with limits of:

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising

out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

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

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

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

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

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by

these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Termination for Convenience.

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

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

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

Sec. 6. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the

adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that

were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 7. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 8. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 9. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 10. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 11. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the

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

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

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

Sec. 12. Records.

A. For purposes of this section:

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

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

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

Sec. 13. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00.

Sec. 14. Assignability or Subcontracting.

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

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its

responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 15. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 16. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 17. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 18. Employee Eligibility Verification. If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain

additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 19. Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 20. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 21. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, by executing this Contract, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel;

companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 26. Title VI of the Civil Rights Act of 1964.

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

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

Sec. 27 Affirmative Action. If this Contract exceeds \$300,000.00 and Seller employs fifty (50) or more people, Seller shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Seller shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited

by Chapter 38 of City's Code. CONTRACTOR shall:

- a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Seller has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- b. Submit, in print or electronic format, a copy of Seller's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Seller does not possess a current certification of compliance, Seller shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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