

FACILITY REPAIR AND MAINTENANCE CONTRACT

PROJECT/CONTRACT NO. 60820062

WATER SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and _____ (“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.

A. Attachment A – Scope of Services

B. Attachment C – Schedule of Values

Sec. 2. Term of Contract.

The work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director. The work shall be completed within the schedule provided in the Scope of Services. Unless sooner terminated by the City, this Agreement shall remain in force for a period which may reasonably be required for the completion of the work provided under the Scope of Work. The Director is authorized to extend the term of this contract and time of performance for this Contract.

The period of performance under the contract is twelve months from Notice to Proceed with a unilateral contractual right on the part of the City to renew this agreement additional contract periods. The continuation of the contract in an option year(s) is at the sole discretion of the City and is not a contractual right of the Contractor. The City’s decision in regards to exercising the option(s) is not subject to appeal.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Agreement is \$ _____. Contractor shall provide all work at the prices contained in the Schedule of Values that is incorporated in **Attachment C**.
- B. Contractor shall submit application for payment using form Application for Payment and 01290.02 Schedule of Values included in **Attachment C**.
- C. No request for payment will be processed unless it is accompanied by form 01290.02 Schedule of Values included in **Attachment C**.
- D. Contractor will bill the City, in a form acceptable to the City, on the following basis: TBD.
- E. 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.

- F. 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.

Sec. 4. Liquidated Damages. If the work is not completed and ready for final payment within the period stated in Section 2, Contractor shall pay to City the amount of \$_____ as liquidated damages and not as a penalty for each calendar day until the work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due Contractor.

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

City:

Water Services Department
Office of the Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0504
Email: Andy.Shively@kcmo.org

Contractor:

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

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

- A. Review any documents provided by or through the Contractor requiring the City's decision, and shall make any required decisions, in a timely fashion.
- B. Conduct inspections of completed work.
- C. Pay Contractor invoices for work completed upon receipt of written invoice for services completed and accepted by City.

Sec. 9. Contract Information Management System. Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 10. Minority and Women's Business Enterprises. The M/WBE/SLBE goals for this specific project will be managed by the City and will not be required in the contract between the City and individual prequalified contractors. Contractors are required to acknowledge if they are certified M/WBE/SLBE companies with the City as part of this RFQ/P. M/WBE/SLBE goals for green infrastructure maintenance will be established based on the total number of certified M/WBE/SLBE contractors prequalified by the City who enter into a contract with the City. The City's Water Services Department and its Design Professionals will be responsible for assigning and scheduling work performed by prequalified contractors to meet M/WBE/SLBE goals.

Sec. 11. Bonds and Surety. Contractor shall furnish a Performance and Maintenance Bond and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of \$TBD guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto; 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. 12. Subcontracting.

- A. Contractor shall perform with its own organization services amounting to not less than 100% of the total Contract Price. "Its own organization" shall be construed to include only workers employed and paid by the Contractor and equipment owned or rented by the Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Contractor.
- B. 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.

- C. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in **Attachment I**, prior to Subcontractor beginning Work at the Site.
- D. 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.
- E. 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. 13. 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 – Proposal Forms

Attachment C – Payment Forms

- 1. Non-Construction Payment Application
- 2. 01290.02 Schedule of Values

Attachment D - Bonds

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

Attachment E –Missouri Project Exemption Certificate

- 1. 00560 Missouri Project Exemption Certificate
- 2. 00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment F – 00620 Insurance Certificate

Attachment G – 00630 Revenue Clearance Release Authorization

Attachment H – 00515.01 Employee Eligibility Verification Affidavit

Attachment I – 01290.09 Subcontractors and Major Material Suppliers List

Sec. 14. 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. 15. Effectiveness; Date. This Agreement will become effective when the City’s Director of Finance has signed it. The date this Agreement is signed by the City’s Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director

Approved as to form:

Assistant City Attorney

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

Director of Finance

Date

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.

ATTACHMENT A

SCOPE OF SERVICES

Attachment A

Scope of Services

I. GENERAL

The work under this contract consists of landscape and surface maintenance of green stormwater infrastructure (GSI) sites as scheduled and described in this Basic Scope of Services. The following paragraphs provide a general description of the work required in this Basic Scope of Services. Subsequent paragraphs describe in detail the maintenance services to be provided by CONTRACTOR to maintain GSI sites.

- A. In order to be successful long-term, GSI sites require continuous and ongoing maintenance throughout the year to meet performance expectations related to their general appearance, vegetative health, infiltration, and stormwater drainage functions.
- B. Each GSI site has unique maintenance needs influenced by the individual site layout and configuration, surrounding area, and weather conditions. CONTRACTOR is required to define for each GSI site the level of effort on an annual basis to execute regular maintenance activities to continually meet the Service Levels of Performance Standards and Rating Indices defined herein. CONTRACTOR is responsible for scheduling all maintenance activities necessary to meet the Service Levels of Performance Standards and taking into consideration seasonal and storm-related impacts.
- C. Costs including all equipment, material, delivery, removal and disposals, and labor required for regular maintenance activities shall be included in each GSI site base price submitted in Section 01290.02 Schedule of Values form.
- D. Sites may require additional services outside of regular Maintenance defined in this scope of work for unforeseen repair or replacement needs. Additional Work Orders may be issued for work outside of this Basic Scope of Services based on the hourly rate submitted with Section 00413 Allowance Form. The following activities are considered out-of- scope work and are not included in the base contract price:
 - 1. Plant material for replacement of dead plants shall not be included in the base price.
 - 2. Repair and replacement of GSI components due to structural damage or vandalism by others shall not be included in the base price.
 - 3. Replacement of soil media beyond six-inch (6”) surface replacement.
- E. All material and methods used for the Work shall conform to the Green Stormwater Infrastructure Construction Specifications included in Appendix C of the latest version of City of Kansas City Green Stormwater Infrastructure Manual (GSI Manual) available on the KC Water Green Infrastructure website.

II. PERIOD OF PERFORMANCE

All tasks identified in this Basic Scope of Services will be performed according to the defined level of service and shall commence following the issuance of a written Notice to Proceed. The term of contract shall be for a period of 365 calendar days from Notice to Proceed date. CONTRACTOR’s completion schedule will be extended by the CITY for delays beyond the

reasonable control of the CONTRACTOR or as approved by CITY. At the discretion of the CITY and after completion of the initial contract period, this contract may be renewed for a maximum of four (4) additional years to provide a continuation of services up to a total maximum of five (5) years.

III. BASIC SCOPE OF SERVICES

PART 1 – GENERAL

1.1 SUMMARY

CONTRACTOR shall provide all equipment, material, and labor required for servicing and maintaining assigned GSI sites. GSI site responsibility will be assigned to CONTRACTOR through Work Order Authorizations as defined in Section 1.7. GSI Sites may be comprised of one or more GSI Practice. GSI sites for CONTRACTOR maintenance may include one or more of the following locations (See Exhibit B.1 for GSI Site locations and practices):

1. Target Green Marlborough 81st & Troost
2. Target Green Marlborough Rachel Morado
3. Target Green Marlborough Arleta Park
4. Target Green Marlborough 74th Street
5. Central Industrial District (CID)/West Bottoms
6. Northeast Industrial District (NEID)
7. Linwood Green Park
8. KCATA Trolley Trail (Outfall 066/067)
9. Water Services Admin Building/Swope Campus

Each GSI Practice is made up of individual GSI components that support the function of the practice. CONTRACTOR is responsible for maintaining the following GSI components, as defined further in the City's GSI Manual, as applicable to each GSI practice:

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-9 Outlets

GSI Practices and Components for each GSI Site are shown graphically in Exhibit B.1.

1.2 QUALIFICATIONS

CONTRACTOR shall perform the specified work with experienced personnel using industry standard practices, equipment, and safety measures. Mowing of vegetation within a GSI storage area is strictly prohibited without written approval by KC Water. Personnel shall have demonstrated experience in identification, establishment and maintenance of native plantings. Additionally, CONTRACTOR is required to have at least one (1) personnel onsite at all times during performance of Work that has certified completion of KC Water's Green Stormwater

Infrastructure Maintenance Training (GSI Maintenance Training) course. Training course will be offered within seven (7) days of Notice to Proceed and will be made available at scheduled times throughout the duration of service such that CONTRACTOR can certify newly employed personnel. Personnel shall also be required to complete a renewal training course semi-annually thereafter. Personnel performing the work shall be documented in the inspection documentation specified in Part 1.5. If CONTRACTOR is found to be out of compliance with personnel qualifications at any time during performing the work as determined solely by City, CONTRACTOR shall forfeit payment for the GSI site maintenance performed in its entirety for the month.

1.3 DEFINITIONS

- A. Service: Service is described as replenishing materials that are deteriorated, lost to erosion, removed or damaged through exposure to elements, or resulting from use, to achieve and sustain Service Levels of Performance defined in Part 1.4.
- B. Maintenance: Maintenance is described as Work that is appropriate and necessary to achieve and sustain Service Levels of Performance defined in Part 1.4.
- C. Green Stormwater Infrastructure (GSI): facilities that are designed and constructed with the purpose of stormwater management. GSI augments traditional catch basin and pipe systems by collecting and infiltrating rainfall, and may include but is not limited to rain gardens, bioretention, infiltration trenches, permeable pavement systems, extended detention wetlands, extended wet detention basins, extended dry detention basins, subsurface storage, green roofs, blue roofs, cisterns, pretreatment, and other manufactured systems.
- D. Green Stormwater Infrastructure Practice (GSI Practice): a singular GSI footprint that collects and stores stormwater within it.
- E. Green Stormwater Infrastructure Site (GSI Site): a larger location or project boundary that may consist of one or more GSI Practices.
- F. Green Stormwater Infrastructure Component (GSI Component): individual elements of a GSI practice that facilitate the stormwater management function and performance. GSI component functions may include but are not limited to the collection of stormwater and the movement of it into, through, or out of the practice; media or storage chambers that provide stormwater storage capacity; vegetation that enhances the performance of the facility; and components that protect the integrity of the practice and/or other components within it through energy dissipation, pollutant removal, physical barriers, or stabilization.
- G. Green Stormwater Infrastructure Manual (GSI Manual): defined as the latest version of the City of Kansas City Green Stormwater Infrastructure Manual available on the KC Water Green Infrastructure website.
- H. Weeds: any plant that was not installed as part of the project. If plants are found that were not originally installed but are identified as beneficial plants, consult CITY for direction prior to removal.

1.4 SERVICE LEVEL OF PERFORMANCE STANDARDS

- A. CONTRACTOR is responsible for Service and Maintenance of each GSI practice within the authorized GSI sites. It is the CONTRACTOR's responsibility to define the

appropriate quantity of service and maintenance activities and frequencies of those activities necessary for each GSI site to meet the standards for Service Levels of Performance shown in Table 1:

Table 1: Service Levels of Performance Standards

Appearance	Weeds, Pests, Disease	Mulch, Erosion	Drainage
▪ Vegetation healthy with tidy appearance ▪ Vegetation watered during dry periods over two (2) weeks in length throughout growing season (April 1-October 31) ▪ Vegetation confined to planted areas ▪ Clean, distinct planting bed edges ▪ Litter/trash removed ▪ Fallen/blown foliage removed (leaves, nuts, sticks, lawn clippings, fallen branches) ▪ Little to no sediment or silt on surface	▪ Weeds are not acceptable, every effort shall be made to control and eliminate all weeds ▪ Pests or diseases that threaten vegetation shall be removed with gentlest method possible. If problem is limited to less than 5% of plants, discuss with CITY removal infected plants and replace with different species ▪ Mosquito larvae removed	▪ Where mulch is specified, mulch is evenly distributed, two (2) inches to four (4) inches deep ▪ No evidence of erosion ▪ Little to no sediment or silt on mulch surface ▪ Erosion rills shall be filled with in-kind soil and/or aggregate material unless otherwise specified by CITY	▪ Zero ponding depth observed 48 hours following a rain event ▪ Clear, open flow paths for water (inlet, outlet, overflow)

- B. Rating Indices: Service Levels of Performance Standards will be verified using Rating Indices for Litter, Appearance, and Function, as defined in the GSI Manual and attached hereto as Exhibit B.2. Rating index for any GSI practice within the defined site shall not exceed a two (2) rating.
- C. Failure to Maintain Service Levels of Performance: CITY shall conduct regular field inspections of each GSI site in its entirety to verify continued maintenance of Service Levels of Performance Standards. Each practice shall be rated using the defined Rating Indices. If at any time a GSI practice within the GSI site receives a rating greater than two (2), the CONTRACTOR shall be notified of the deficiency in writing via email. CONTRACTOR shall have five (5) business days from email date to correct the deficiency, documenting the correcting using methods described in Part 1.5. If the deficiency has not been corrected within this timeframe to the satisfaction of City, CONTRACTOR shall forfeit all payment associated with the deficient activities for the GSI site in its entirety for the month unless an alternative timeframe is authorized by CITY. If no maintenance to address the deficient activities was performed or documented in the month, payment equal to the amount of these activities defined in form 01290.02 Schedule of Values will be forfeited from the Application for Payment for that month.

1.5 RECORDKEEPING AND REPORTING

- A. Inspection documentation: CONTRACTOR shall record service and maintenance activities monthly using the KC Water Green Infrastructure Work Tracking application through Environmental Systems Research Institute (ESRI) ArcGIS Online Platform. CONTRACTOR is responsible for procuring and maintaining ArcGIS Online subscription necessary for conducting field inspections. Documentation includes an inspection of the rating index for litter, appearance, and function upon arrival at each site and again upon completion of work. Rating indices are defined in the GSI Manual Establishment and Maintenance Section shown in Exhibit B.2.
- B. Photographs: CONTRACTOR shall record digital photographs using the KC Water Green Infrastructure Work Tracking Survey123 application. At a minimum, one (1) inspection and photograph shall be recorded for each GSI Practice before maintenance work is performed that month. CONTRACT shall record digital photographs after completion of service and maintenance activities at each site within 24 hours of service and maintenance activities being performed.
- C. Service or Maintenance outside scope of services: CONTRACTOR shall contact CITY immediately when Service or Maintenance is needed that falls outside base contracted scope of services.

1.6 PAYMENT

- A. Monthly Application for Payment: CONTRACTOR shall submit a request for payment monthly which shall represent approximately 30 days of Work completed in the previous month. Each Application for Payment shall include form 01290.02 Schedule of Values, itemized by each GSI site and maintenance activity performed. The Schedule of Values must indicate the task completed and cumulative number of each respective task completed to date. Each Application for Payment shall include inspection documentation for completed services as defined in Part 1.4.
- B. Allowance: It is the intent of the City to add an Allowance in an amount of 10% to 15% of the contract base bid amount to cover cost of work and materials outside of the basic scope of services provided herein. All work outside the Basic Scope of Services requested and approved by the CITY shall be paid as part of the allowance. CONTRACTOR's maximum upper limit for compensation includes a total allowance amount not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized as defined in Section 1.7. Additional work shall not be performed, nor is the CONTRACTOR approved to utilize any of the allowance amount, unless the Owner provides written authorization to CONTRACTOR that includes the scope of work to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
- C. Failure to Maintain Service Levels of Performance: CITY shall conduct regular field inspections of each GSI site in its entirety to verify continued maintenance of Service Levels of Performance Standards. Each practice shall be rated using the defined Rating Indices. If at any time a GSI practice receives a rating greater than two (2), the

CONTRACTOR shall be notified of the deficiency in writing via email. CONTRACTOR shall have five (5) business days from email notice of deficiency to correct the deficiency, documenting the correction using methods described in Part 1.4. If the deficiency has not been corrected within this timeframe, CONTRACTOR shall forfeit all payment associated with the deficient activities for the GSI site in its entirety for the month unless an alternative timeframe is authorized by CITY. If no maintenance to address the deficient activities was performed or documented in the month, payment equal to the amount of these activities defined in form 01290.02 Schedule of Values will be forfeited from the Application for Payment for that month.

1.7 AUTHORIZATION OF WORK

- A. Work Orders for GSI Site: Work Orders shall be issued for each GSI Site assigned to the CONTRACTOR. Billing for GSI Site Work Orders shall be for maintenance activities complete each month based on the pricing defined Contractor's Schedule of Values in form 01290.02. Work shall begin upon written authorization from the CITY and shall be ongoing for the Period of Performance defined in this Scope of Work.
- B. Work Orders for Additional Services: On occasion a GSI Site may require additional services outside of regular Maintenance defined in this scope of work for unforeseen repair or replacement needs. Additional Work Orders issued for work outside of this Basic Scope of Work will be billed at the hourly rate submitted with Section 00413 Allowance Form and paid for by Allowance. Material costs for out-of-scope work will be passed on to the CITY and shall be included in the Application for Payment. The fee allowed to the CONTRACTOR for overhead and profit for out-of-scope work shall be ten percent (10%) and applied only to costs for labor, equipment, and material required to complete the work. If CONTRACTOR determines the Maintenance work will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work shall not begin until written authorization is given by the CITY. Proposals shall include but not be limited to the following information:
 - 1. Contract Number
 - 2. Unit prices for each line item including labor, material, equipment, and delivery charges based on the Section 01290.02 Schedule of Values.
 - 3. Proposed number of Calendar Days required to complete the additional work in an expeditious manner.
 - 4. Samples, product information, and manufacturer's warranty information, as applicable.
- C. Contractor's written proposal, if required, will service as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair costs.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Prepare binding project specifications/cost estimate for each Work Order requested by the CITY, at no additional cost to CITY.
- B. Provide labor and equipment within seven (7) days of notification to proceed unless alternative time is authorized by the CITY.

- C. Supply all personnel, equipment, supplies, and services to complete the authorized Work Orders in a timely manner.
- D. Exercise best professional judgement in performing the contracted services.
CONTRACTOR shall be liable for any loss or damages incurred by the CITY resulting from failure to meet standards or improper maintenance techniques. CONTRACTOR will be responsible for damage caused by his employees, contingent workers, and subcontractors to surrounding property grounds, vegetation, and equipment. Extreme care shall be taken not to damage plants and other items during performance of Work.
- E. CONTRACTOR shall supervise, inspect and direct the work competently and effectively, devoting such attention thereto and applying such skills and expertise as are necessary to perform the work in accordance with the Contract documents.
 - 1. CONTRACTOR is responsible for having at least one (1) personnel onsite at all times during performance of Work that has an active certified status of KC Water's Green Stormwater Infrastructure Maintenance Training (GSI Maintenance Training) course as defined in Part 1.2.
 - a. CONTRACTOR shall assign a field superintendent responsible for the work meeting the qualifications defined in Part 1.2.
 - b. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR at all times.
 - c. All communication given to or received from trained personnel shall be binding on CONTRACTOR. If it is determined to be in the best interest of the Work as determined solely by CITY, CONTRACTOR shall replace the project manager, field superintendent or any other employee of CONTRACTOR, Subcontractor, Suppliers or other persons or organizations performing or finishing any of the Work on the project upon written request by the CITY.
 - 2. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance activities.
 - 3. CONTRACTOR shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other persons performing or finishing any of the Work under a direct or indirect contract with the CONTRACTOR.
 - 4. CONTRACTOR shall be responsible to see that the completed Work fully complies with the Contract documents.
- F. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
- G. CONTRACTOR shall comply with all work place safety regulations of local, state and federal agencies that are applicable to any work performed under this contract.
CONTRACTOR shall also comply with any specific safety requirements of the CITY.

PART 2 – EXECUTION

2.1 OPERATION & MAINTENANCE MANUALS

For each GSI site, CONTRACTOR shall request and obtain a copy of the project Operations & Maintenance Manual from the CITY, if available. The CONTRACTOR shall be familiar with its

contents. Questions about information in the manual should be brought to the CITY immediately.

2.2 MATERIALS

Material replacement shall conform to the Green Stormwater Infrastructure Specifications defined in Appendix C of the GSI Manual. Material shall be replaced in kind unless otherwise directed or approved by CITY. CONTRACTOR shall select from the suggested suppliers provided below or submit an equivalent alternative supplier for CITY's review and approval.

Suggested Suppliers:

- A. Rock: Sturgis Materials, House of Rock, KAT Nurseries
- B. Mulch and Soil: Missouri Organic, KC Compost, KAT Nurseries
- C. Plant Materials: KAT Nurseries, Taylor Creek Restoration Nurseries, Loma Vista Nursery

2.3 MAINTENANCE ACTIVITIES

Specific maintenance activities required to meet the Service Levels of Performance Standards shall be defined by the CONTRACTOR. Maintenance activities and needs will vary by GSI practice and the individual GSI components that comprise it on a seasonal basis. Regular Maintenance activities may include but not be limited to the tasks shown in Table 2, as defined further in the Establishment & Maintenance section of the GSI Manual, included in Exhibit B.2:

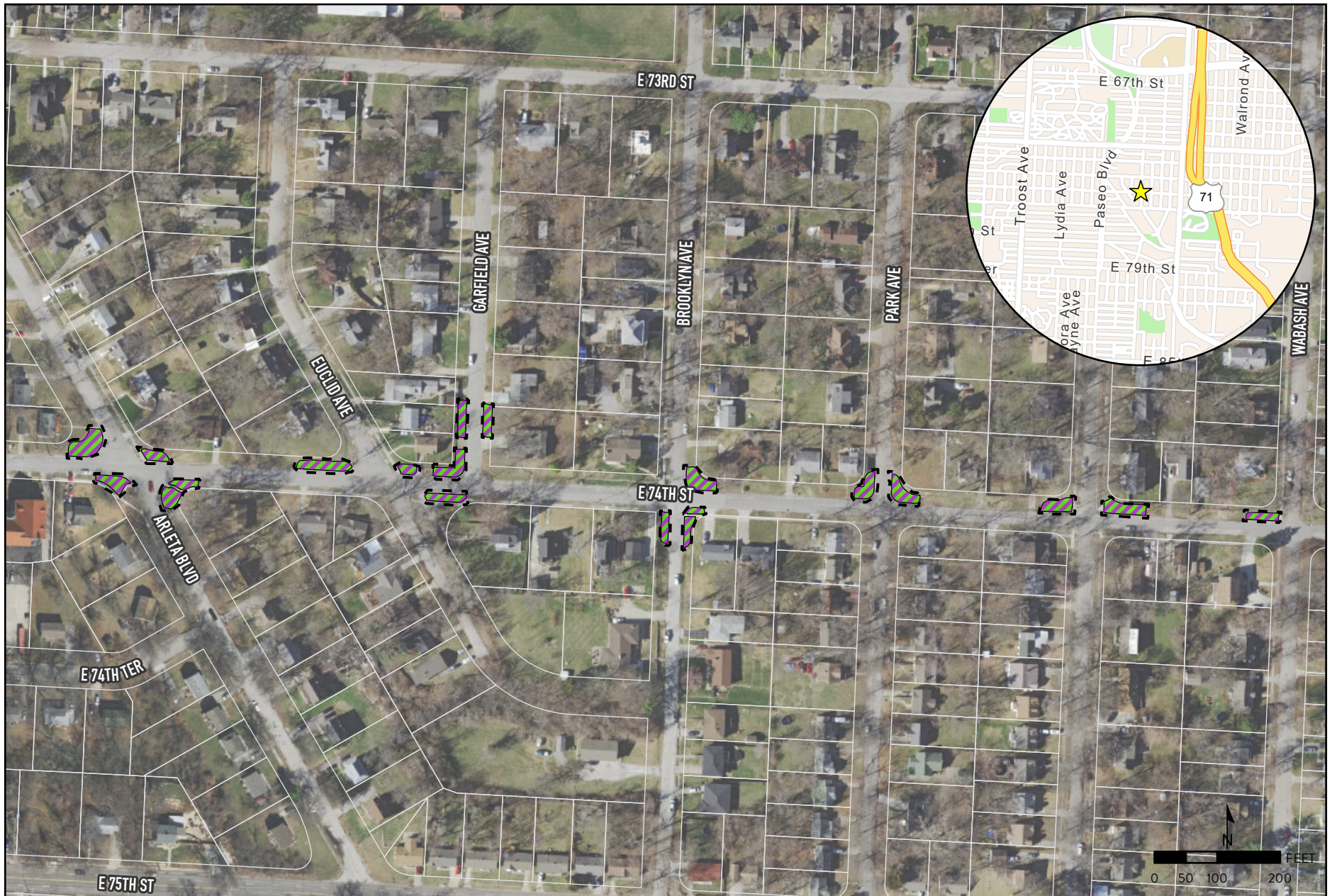
Table 2: Typical Inspection & Maintenance Tasks by GSI Component

GSI-1: Inlets	Inspect for standing water, sediment, debris, trash, blockages, and structural integrity
	Remove sediment, debris, trash, blockages
	Notify CITY of structural damage observed, including photos
GSI-2: Energy Dissipation & Pollutant Removal	Inspect integrity and record debris depth
	Remove sediment, debris, and trash
	Repair erosion or other damage
GSI-3: Above Grade Barriers	Inspect structural integrity
	Repair erosion
	Notify CITY of structural damage observed, including photos
GSI-5: Soil & Aggregate Media	Inspect 48-hours after 3-inches of rainfall in 24 hour period and record standing water depth
	Inspect during or immediately following rain event for trash, debris, flow blockages, erosion paths, and sediment sources
	Remove sediment, debris, and trash
	Replace settled or excavated materials, repair erosion/damage
GSI-7: Landscaping	Inspect for vegetation health, bare spots, weeds, overgrowth, unkept edges, and mulch coverage
	Apply pre-emergent herbicide
	Remove weeds
	Manage disease and pests
	Remove algae and other aquatic weeds
	Maintain clean landscape edges, prune plants
	Mow perimeter turf grass areas only
	Water vegetated areas during dry periods over two (2) weeks in length throughout growing season (April 1-October 31)
	Remove dead plants and notify CITY of plant replacement needs
	Refresh mulch (if applicable to GSI practice)
GSI-9: Outlets	Inspect for sediment, trash, debris, blockages, structural integrity, and outlet control mechanism
	Clear flow paths and remove sediment, trash, debris, and blockages
	Notify CITY of structural damage observed, including photos

EXHIBIT B.1

GREEN STORMWATER INFRASTRUCTURE SITE LOCATIONS & PRACTICES

- ~~1. Target Green Marlborough 81st & Troost (incorporate after Year 1)~~
- ~~2. Target Green Marlborough Rachel Morado (incorporate after Year 1)~~
3. Target Green Marlborough Arleta Park
4. Target Green Marlborough 74th Street
- ~~5. Central Industrial District (CID)/West Bottoms (incorporate after Year 1)~~
6. Northeast Industrial District (NEID)
7. Linwood Green Park
- ~~8. KCATA Trolley Trail (Outfall 066/067) (incorporate after Year 1)~~
- ~~9. Water Services Admin Building/Swope Campus (incorporate after Year 1)~~
10. Target Green Marlborough 81st & Lydia
11. Target Green Marlborough Paseo Medians
12. Target Green Marlborough President Gardens Detention
13. Target Green Marlborough Wabash Tree Planters



TARGET GREEN MARLBOROUGH 74TH STREET

LEGEND

-  GSI Maintenance Extent
-  Mulch Area
-  Bioretention

*No mowing

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





NORTHEAST INDUSTRIAL DISTRICT (NEID)

LEGEND

- GSI Maintenance Extent
- Mulch Area
- Bioretention
- Extended Detention Wetland
- Traditional Landscape Bed

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets
- GSI-10 Storage Chambers





VETERAN AFFAIRS MEDICAL CENTER & LINWOOD GREEN PARK

LEGEND

- GSI Maintenance Extent
- Mulch Area
- Bioretention
- Traditional Landscape Bed

*No mowing

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





TARGET GREEN MARLBOROUGH 81ST & LYDIA

LEGEND

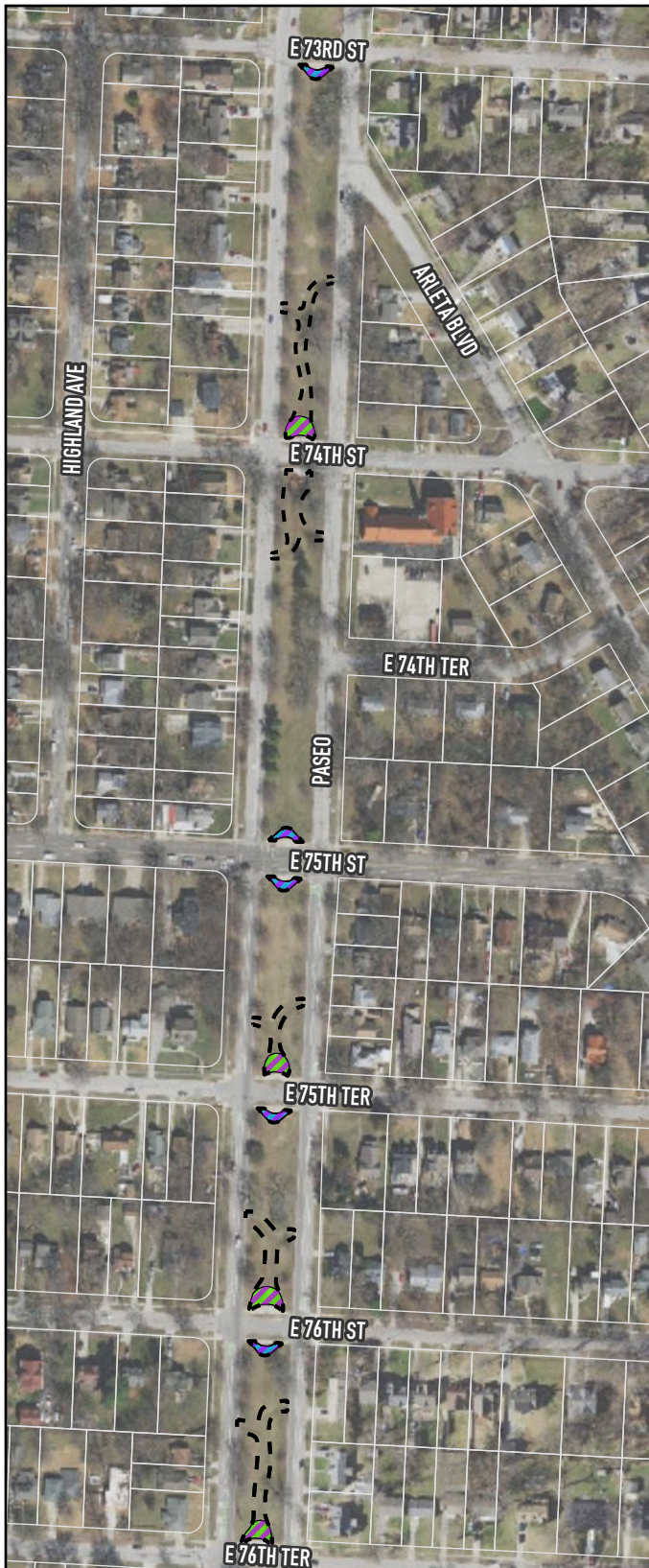
- GSI Maintenance Extent
- Bioretention

- *No mowing
- *No mulch

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





TARGET GREEN MARLBOROUGH PASEO MEDIANS

LEGEND

- GSI Maintenance Extent
- Mulch Area
- Bioretention
- Traditional Landscape Bed

*No mowing

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





TARGET GREEN MARLBOROUGH PRESIDENT GARDENS

LEGEND

-  GSI Maintenance Extent
-  Extended Dry Detention Basin

- *No mowing
- *No mulch

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





WABASH TREE PLANTERS

LEGEND

- GSI Maintenance Extent
- Bioretention

*No mowing
*No mulch

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets



ESTABLISHMENT & MAINTENANCE

Establishment & Maintenance Introduction

Tools in This Section

Service Levels of Performance Standards Rating

Indices

Maintenance Activity Guidance Maintenance

Tasks & Typical Frequencies Troubleshooting

Guidance

This page was intentionally left blank.



ESTABLISHMENT & MAINTENANCE INTRODUCTION

The purpose of the Green Stormwater Infrastructure Manual is to improve the overall success of green stormwater infrastructure in Kansas City, Missouri. Tracking maintenance activities performed through the life of each GSI Component provides a complete picture of the long-term effort required to sustain a site. This record may highlight components or designs that were faulty or failed to meet expectations, facilitating better designs in the future. A design approach based on data gathered by the field crews empowers the city to select options that require fewer maintenance manpower hours and avoid those that are prone to operating issues.

This section is intended to be used by contractors installing or establishing City projects with GSI Components, city crews that take over the maintenance of established GSI sites, or other groups that work with the city to provide maintenance services. Tools have been developed to streamline scheduling, standardize establishment inspection and maintenance tasks, and to track those tasks.



TOOLS IN THIS SECTION

Service Levels of Performance Standards provides the service level expectations to be met during the establishment and maintenance phases. Any frequencies recommended as part of this document are intended to assist in meeting the required service level, but do not take precedent over the service levels.

There are three maintenance rating indexes to be used during the inspection of green stormwater infrastructure. The **Litter Index** was developed by “Keep America Beautiful” and provides a tool to rate litter density. The **Appearance Index** and the **Function Index**, as published in the Seattle “Green Stormwater O&M Manual” (2009), help guide inspection using pictures to describe conditions ranging from poor to excellent. These indexes should be used to document the litter and appearance of the GSI feature before each regularly scheduled field visit begins. Each site should achieve a level one rating (no litter/excellent appearance) by completing maintenance tasks per GSI Component.

Maintenance Guidance is provided for regular tasks per design component. Pictures show various GSI features and describe the tasks that should be completed for each. Each task is accompanied by a task code and title that correlates to the tasks provided in the Site Activity Plan **Maintenance Schedule Forms** included in Appendix B. These forms are intended to be used by design professionals and contractors for scheduling and reporting maintenance efforts. The forms are also accompanied by instructions to guide both contractors and designers on how to use the forms. Some projects may use computerized maintenance management systems (CMMS) in lieu of forms, but similar content is recommended for computerized forms.

The **Maintenance Tasks and Typical Frequencies** section summarizes the list of individual GSI Component maintenance tasks provided in the Maintenance Guidance section, and provides typical frequencies for each task. The frequencies are intended to be used as references only, and may need to be adjusted based on site-specific needs to meet the required Service Levels of Performance.

Troubleshooting Guidance provides considerations for situations that may be encountered at GSI features that are not functioning properly. These go above and beyond standard routine maintenance tasks. Potential causes of these larger-scale issues are discussed and solutions are suggested.



SERVICE LEVELS OF PERFORMANCE STANDARDS

Within this table are listed the performance standards that should be met during the establishment period. In several of the other tools in this document, tasks and frequencies have been provided to aid in performing all the necessary maintenance activities. However, they are solely meant to provide a guide and do not replace the performance standards or absolve the contractor from meeting them.

For additional information regarding the contractor responsibilities related to the Establishment period, review the GSI Construction Specifications, in particular Specification 02957 Green Stormwater Infrastructure Establishment Period.

Service Levels of Performance Standards

Appearance	Weeds, Pests, Disease	Mulch, Erosion	Drainage
• Vegetation healthy with tidy appearance • Vegetation watered during dry periods over two (2) weeks in length • Vegetation confined to planted areas • Clean, distinct planting bed edges • Litter/trash removed • Fallen/blown foliage removed (leaves, nuts, sticks, lawn clippings, fallen branches) • Little to no sediment or silt on surface • No cracking, settling, or damage to of GSI Components	• Weeds are not acceptable, every effort should be made to control and eliminate all weeds • Pests or diseases that threaten vegetation should be removed with gentlest method possible. If problem is limited to less than 5% of plants, remove infected plants and replace with different species • Mosquito larvae removed	• Mulch evenly distributed, two (2) inches to four (4) inches deep • No evidence of erosion • Little to no sediment or silt on mulch surface • Finished grade location and elevation tolerances shall not exceed the following: • -Horizontal = 0.1 feet • -Vertical = 0.1 feet	• Zero ponding depth observed 48 hours following a rain event • Clear, open flow paths for water (inlet, outlet, overflow)

RATING INDICES

LITTER INDEX

(Rating developed by “Keep America Beautiful”)



1: No Litter

- Virtually no litter
- Generally neat and tidy



2: Slightly Littered

- Small amount of litter
- It may take a few people a little bit of time to pick up the litter



3: Littered

- It may take a group of people some time to pick up the litter
- Considerable effort to clean



4: Extremely Littered

- Continuous amount of litter
- It may take a group a lot of time and equipment to pick up the litter

RATING INDICES (CONTINUED)

APPEARANCE INDEX

(From Seattle “Green Stormwater O&M Manual”, 2009)



1: Excellent

- Healthy vegetation, excellent appearance
- No weedy species present



2: Good

- Mostly healthy vegetation, good appearance
- Occasional weed species (5-10%)



3: Moderate

- Mostly healthy vegetation, neglected appearance
- Lots of weedy species (10-20%)



4: Poor Effort

- Unhealthy vegetation, neglected appearance
- Weedy species predominate (more than 20%)

RATING INDICES (CONTINUED)

FUNCTION INDEX

(From Seattle “Green Stormwater O&M Manual”, 2009)



1: Excellent

- No erosion or bare spots, sediment, or flow obstructions



2: Good

- Some erosion and bare spots (0-5%)
- Some sediment and some flow obstructions



3: Moderate

- Erosion and bare spots (5-10%)
- Significant build-up of sediment, some flow obstructions



4: Poor Effort

- Substantial erosion and bare spots (more than 10%)
- Significant build-up of sediment, significant flow obstructions

This page was intentionally left blank.

MAINTENANCE ACTIVITY GUIDANCE

GSI-1: INLETS

Inspect for standing water, sediment, debris, trash, blockages, and structural integrity

If there is standing water, note it on the inspection form. Report any observation of mosquito larvae to Owner's attention within 24 hours of observation. Immediately install mosquito Bti (*Bacillus thuringiensis*) mosquito dunk in location of observed larvae following manufacturer's recommended application rate and instructions. Larger chemical dunks may be allowable for sites with bigger sumps not within public's reach, but must be approved by the owner prior to application.



Inspect structural conditions of inlet. Check for loose or damaged inlets, grates or screens. Check for damaged or broken curbing or concrete structures. Report any observed damage to the Owner.



Remove sediment, debris, trash, and blockages

Remove all sediment and debris, including fallen or blown foliage and other trash, accumulated in inlet structures.



Remove any blockages within the structure. Clean or replace filter bag/basket, as necessary. Follow manufacturer's maintenance instructions, as applicable.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-1: INLETS

Remove sediment, debris, trash, and blockages (continued)

Stiff broom inlet structure and twenty feet of curb/gutter upstream of inlet structures, if applicable. Ensure open flow paths to and through the structure.

Remove sediment accumulation along perimeter of GSI if sediment is blocking water from entering. Check for erosion along perimeter and immediately upstream of component.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-2: ENERGY DISSIPATION & POLLUTANT REMOVAL

Inspect integrity and record debris depth

Perform visual inspection on pretreatment devices to verify functionality. Quantify trash and measure accumulated sediment with ruler or dipstick.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-2: ENERGY DISSIPATION & POLLUTANT REMOVAL

Remove sediment, debris and trash

Remove all sediment and debris, including fallen or blown foliage and other trash, from pretreatment structures. Remove any blockages within the structure. Completely remove accumulated sediment and debris. Follow manufacturer's maintenance instructions, as applicable. If necessary, jet vacuum the pretreatment chambers within a week of observed blockages to prevent stormwater from bypassing around the GSI.



Repair erosion and other damage

Verify the integrity of cascading weirs or berms. Repair erosion near weirs/berms, when applicable.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-3: ABOVE GRADE BARRIERS

Inspect structural integrity

Inspect conditions of surrounding above grade barriers and/or reflective devices. Check for loose or damaged base or stand for bollards/fencing. Check for damaged or broken curbing. Report any observed damage to the Owner.



Repair structural, erosion, or other damage

Repair, replace or tighten any necessary pieces. Inspect for and repair any erosion or undermining of or around above grade barrier by replacing displaced media in like kind.

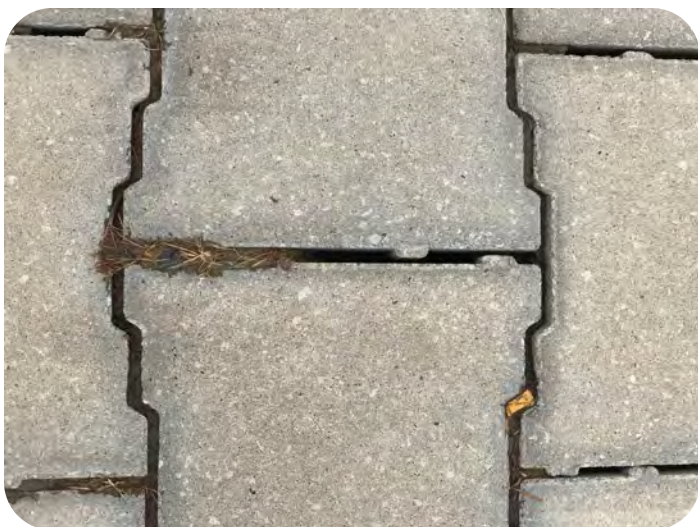


MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-4: PERMEABLE PAVEMENTS

Inspect for sediment, trash, debris, blockages, clogging, and check condition

Inspect entire surface area for standing water. Check infiltration by pouring water on surface to verify water readily soaks away and note locations where ponding occurs. If pavement is clogged, follow manufacturer instructions for unclogging the surface. Inspect pavement condition. Note and report any observed cracking, spalling, and noticeable surface wear.



Remove surface sediment, debris and trash

Remove trash and litter from all pavement surfaces. Report observations of dumped large items such as furniture, tires, bags of trash, etc. to Owner immediately. Provide street address where dumping was observed.



Remove weeds

Remove weeds. For permeable pavers, use a weed torch or approved herbicide; avoid hand pulling weeds so that subsurface gravel is not displaced.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-4: PERMEABLE PAVEMENTS

Remove stains and other markings

Use stain removal agents to remove caked-on dirt or other surface markings.



Vacuum with walk-behind unit

Vacuum surface to remove accumulated sediment that has migrated onto and into pavement. Follow manufacturer instructions for pavement with jointing material, so as not to permanently displace the material. If joints are designed to be open, verify that joints are not filled with debris or sediment; remove debris if it is found.



Deep clean with vacuum and pressure wash combination

Use a pressure wash and continuous suction vacuum combination to wash and remove heavy sediment loads from pavement joints.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-4: PERMEABLE PAVEMENTS

Repair damage

Remove and replace any pavers that have broken or cracked; lift and regrade base for any pavers that have sunk. Remove any pavement that has excessive spalling; replace with new porous pavement, if possible, or replace with conventional pavement, with approval from the Owner.



Dress paver joints with aggregate

If joints are designed to be dressed, dress all joints with original jointing material where the joint filler has washed away or settled to ½-inch or more from surface. Ensure jointing material is free from fines.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-5: SOIL & AGGREGATE MEDIA

Inspect 48-hours after 3-inches of rainfall in 24 hour period and record standing water depth

Complete a review of the project area after cumulative rainfall of 3 inches or more in 24 hours per the nearest USGS or City rain gauge. Revisit in another 24 hours, if no additional rainfall occurs, to inspect that the water has drained. If the GSI did not drain, report to Owner. Owner will provide direction on maintenance activities to restore its performance. During every site visit, observe and record the depth in inches of any standing water, if present, on the inspection log.



Inspect during or immediately following rain event for trash, debris, flow blockages, erosion paths, and sedimentation sources

Check for erosion gullies to see if water is entering GSI in undesirable area. Replace displaced material in like kind. Report recurring gullies to the Owner.



Remove sediment, debris, and trash

Remove buildup of sediment, trash, and litter from landscaped areas. Report observations of dumped large items such as furniture, tires, bags of trash, etc. to Owner. Provide street address where dumping was observed.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-5: SOIL & AGGREGATE MEDIA

Replace settled or excavated materials, repair erosion/damage

Inspect for signs of soil or gravel settlement. Replace and stabilize surface material as needed to bring to original grade. Report any observation of animal burrows larger than 1-inch to Owner.

Fill small gullies with mulch or surface material. If erosion occurs in the same place more than one time, contact Owner. Fill larger gullies with decorative rock, appropriately sized for the permissible shear stress of stormwater entering the GSI, as directed by the Owner (see Green Stormwater Infrastructure Manual GSI-2.1). Check for mulch or soil slumping. Rake back into place.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Inspect for vegetation health, bare spots, weeds, overgrowth, unkept edges, and mulch coverage

Inspect for overall health and appearance of vegetation. Vegetation should have a tidy appearance with clean distinct planting edges. Identify weeds and undesirable vegetation. Identify any bare spots requiring mulch or vegetation replacement for follow-up maintenance tasks.

Apply pre-emergent herbicide

Rake leaves and litter from GSI surface before applying pre-emergent herbicide. Apply pre-emergent herbicide granules as product instructions indicate. Avoid use of herbicide if GSI discharges to separate sewer system, or directly to streams.

Remove weeds

Maintain GSI Components so they are free of weeds at all times. Weeds are defined as plants that were not installed as part of the project. If plants are found that were not originally installed but are identified as beneficial plants, consult Owner for direction prior to removal. Identify weed species to determine the appropriate Integrated Vegetative Management techniques. Hand-pull all annual and biennial weed species, unless alternative methods have been previously approved. For perennial weed species use the mildest effective measures to remove the weed and prevent its return. Any person applying pesticides for weed management must be Missouri-State Certified Pesticide Applicators. Blue marker dye is recommended in all liquid pesticides before use. Pesticides shall not be applied within 24 hours of a forecasted rain event, and shall be applied per product label.

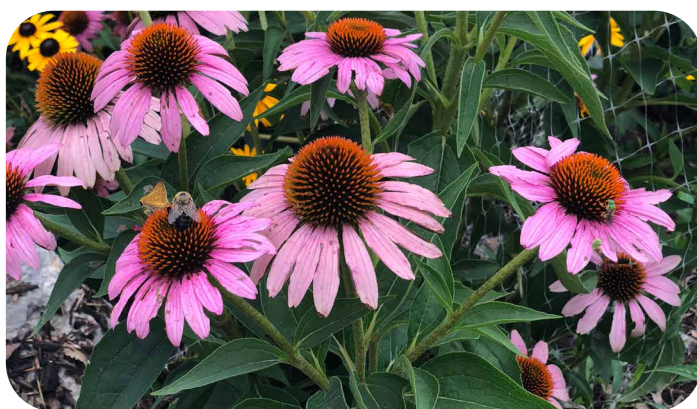


MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Manage disease and pests

Follow Integrated Pest Management principles to manage diseases and pests that could threaten plant or human health as well as to manage weeds. Review Integrated Pest Management information available from the University of Missouri Extension.

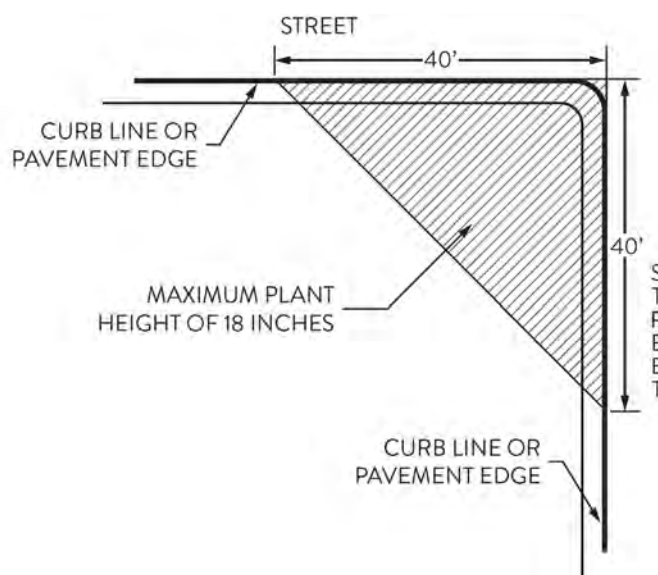


Manage landscape edges, prune plants

Landscape edging (metal landscape edge, concrete edge, cultivated edge, etc.) should be clean, distinct, and visible. If plants are covering edges, streets, or surrounding pavement, properly prune or reposition the plants to uncover those surfaces. If edging material has sunken, raise it up to original grade.



Trim plants at intersections within 40 feet of the street corner so they do not exceed 18 inches in height from the top of curb or pavement elevation. This does not apply to intersections where residential driveways and streets meet unless a specific request is received from resident.



Remove algae and other aquatic weeds

Identify the type of algae or aquatic weed present. The materials employed will be registered for aquatic usage with the Environmental Protection Agency and the State of Missouri. Treatments should be applied in compliance with product/manufacturer guidelines.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Manage landscape edges, prune plants (continued)

Prune plantings as needed in a manner appropriate to species type and to encourage compact growth habit. Maintain vegetation so that it is confined to intentionally planted areas. Conduct cosmetic pruning as needed for dead or broken stems and branches.



In early spring (February and early March), cut back perennials and grasses to 1-inch height and remove all cuttings from site. This is supplemental to ongoing pruning. DO NOT cut back shrubs to 1-inch height.



Mow perimeter

Mow or neatly string-line trim to a height of 2 inches, a 3-foot buffer around GSI perimeters and lawn areas contained within the GSI. Broom or blow resulting grass clippings into the mowed grass area(s). Do not leave clippings on paved, gravel, or mulched surfaces. Do NOT mow non-lawn vegetation within the GSI footprint. Immediately contact Owner and request written clarification if mowing extents are unclear.



Mow turf grass areas

Mow turf grass areas as needed. If turf grass is within the GSI infiltrating surface, mow or neatly string trim to height of 3 to 5 inches. Broom or blow grass clippings into the grass areas outside of the GSI infiltrating surface. Do not leave clippings on paved, gravel, or mulched surfaces.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Water vegetated areas

Water newly installed plants weekly until the first freeze of the planting season occurs. The replacement plants need to be watered every other day for the first two weeks after planting. After that, they should be watered on a weekly basis. Water vegetated areas to completely saturate soil to a depth of 4 inches until the end of the growing season (after the first frost).

If no rain falls for two consecutive weeks anytime between April 1st to November 30th, water vegetated areas to completely saturate soil to a depth of 4 inches. Water vegetated areas to completely saturate soil to the 4-inch depth every two weeks until rainfall resumes.



Remove dead plants

If any tree, plant, shrub, seed or sod is more than 75% dead, photograph vegetation in place and immediately remove. Record the dead plants on the inspection log.



Install new plants

Contact Owner before installing replacement plants; replace removed dead plants as recommended by the Owner. Replacement plant should be planted either in April or September, to minimize heat stress to plants.

Refresh mulch

Refresh mulch as needed to maintain a 3-inch depth of mulch. Rake mulch if it has washed around. Sweep mulch from tops and sides of grates. If netting is present, remove or bury any loose ends that could create a tripping hazard. Cover with mulch or turn down and staple with sod anchor.

MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-8: PIPING

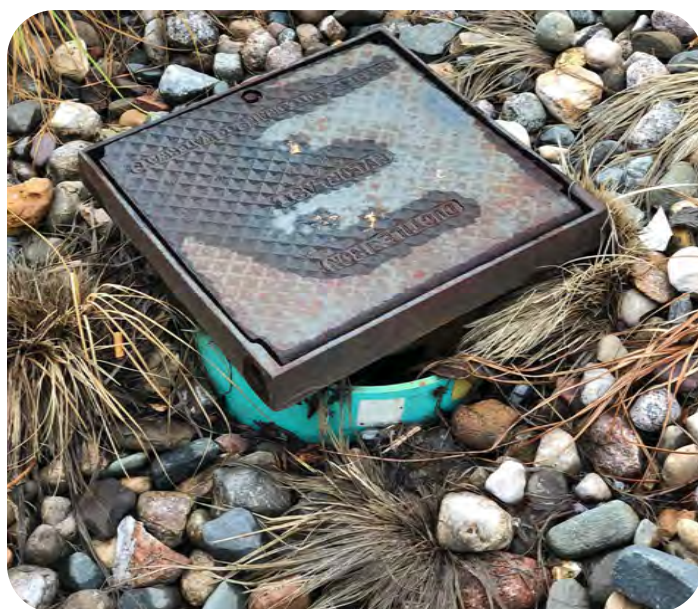
Inspect for standing water, structural integrity, secure access points, record debris depth

Check cleanouts for visible standing water or blockages in subsurface piping to confirm piping is functioning properly.



Inspect structural condition of pipe components. Check for damaged or broken pipes, pipe connections, or other underground features. Report any observed damage to the Owner.

Verify that access points to underground features are present and secured in their proper place. If guards, covers or lids are missing, notify Owner.



Visually inspect the underground features and measure and record the accumulated sediment and debris.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-8: PIPING

Remove sediment, debris, trash, blockages

Access the underground features at all clean-out access points and remove all accumulated sediments in all underground features. If necessary, clean and flush piping to remove debris.



Remove and dispose of any blockages obstructing flow. If necessary, remove outlet control mechanism to remove blockages. Follow manufacturer's maintenance instructions, as applicable.

Repair damage

Repair damage or replace piping/appurtenances, as needed.

MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-9: OUTLETS

Inspect for sediment, trash, debris, blockages, structural integrity, and outlet control mechanism

Empty sediment and debris from outlet structures. Follow manufacturer's maintenance instructions, as applicable. Schedule for vacuum truck to remove accumulated sediment and debris from the sump of outlet structures.



Inspect conditions of outlets. Check for loose or damaged outlets, outlet pipes, grates or screens. Check for damaged or broken curbing or concrete structures. Report any observed damage to the Owner.



Inspect, clean, and exercise outlet control mechanism to assure it is properly functioning and that stormwater can enter pipe/manhole freely. If necessary, remove outlet control mechanism and remove any blockage in the pipe. Follow manufacturer's maintenance instructions, as applicable.



Clear flow paths and remove sediment, trash, debris, and blockages

Verify open flow pathways for water to GSI outlet. Verify clear flow path from overflow to downstream drainage system.



Repair damage

Repair damage or replace damaged outlet structure or appurtenances, as needed.

MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-10: STORAGE Chambers

Inspect for standing water, sediment, debris, trash, blockages, secure access points, structural integrity, outlet control mechanism, and record debris depth

If there is standing water within the storage chamber, record the observed depth in inches on the inspection form and whether the inspection took place within 48 hours of a rain event.

Visually inspect the underground features and measure and record the accumulated sediment and debris depth.

Inspect all access points and cleanouts for visibility and accessibility, verifying they are secured in their proper place. If covers or lids are missing, notify the Owner. Open access points to inspect the storage chamber.

Inspect structural conditions of storage chamber and appurtenances. Check for damaged or broken chambers, structures, or pipe connections. Report any observed damage to the Owner.

Inspect and exercise (if applicable) outlet control mechanism to verify it is properly functioning and that stormwater can exit the storage chambers as designed. Report any damage or malfunction to the Owner.

Remove sediment, debris, trash and blockages

Access the underground features at all access points and remove accumulated sediment, debris, trash and blockages. Follow manufacturer maintenance instructions as applicable. Follow OSHA regulations for confined space entry, if entering the storage chambers.

Deep clean with jet wash and vacuum combination

Use a combination jet wash and vacuum process to flush debris from storage chambers. Apply multiple passes of jet wash and vacuum until backflush water is clean. Vacuum access point and sumps as required to fully remove debris.

Repair damage

At the direction of the Owner, repair or replace damaged material identified.

MAINTENANCE TASKS & TYPICAL FREQUENCIES

The following table summarizes the individual GSI Component maintenance tasks discussed in detail in the previous sections. Frequency of maintenance is highly dependent on the individual site, surrounding area, and weather conditions. Maintenance frequencies may need to be adjusted to maintain the required service levels of performance and accommodate all external factors. The typical frequencies listed below are intended to be used as guidance only, and do not take precedence over the service levels of performance.

GSI-1: Inlets	Task	Typical Frequency
	Inspect for standing water, sediment, debris, trash, blockages, and structural integrity	Bi-Weekly
	Remove sediment, debris, trash, blockages	Bi-Weekly
	Repair damage	As Needed
GSI-2: Energy Dissipation & Pollutant Removal	Task	Typical Frequency
	Inspect integrity and record debris depth	Bi-Weekly
	Remove sediment, debris, and trash	Bi-Weekly
	Repair erosion or other damage	As Needed
GSI-3: Above Grade Barriers	Task	Typical Frequency
	Inspect structural integrity	Annually
	Repair structural, erosion or other damage	As Needed
GSI-4: Permeable Pavements	Task	Typical Frequency
	Inspect for sediment, trash, debris, blockages, clogging, and check condition	Quarterly
	Remove surface sediment, debris and trash	Monthly
	Remove weeds	Quarterly
	Remove stains and other markings	Quarterly
	Vacuum with walk-behind unit	Semi-annually
	Deep clean with vacuum and pressure wash combination	As Needed
	Repair damage	As Needed
	Dress paver joints with aggregate	As Needed

GSI-5: Soil & Aggregate Media

Task	Typical Frequency
Inspect 48-hours after 3-inches of rainfall in 24 hour period and record standing water depth	Annually
Inspect during or immediately following rain event for trash, debris, flow blockages, erosion paths, and sedimentation sources	Seasonally
Remove sediment, debris, and trash	Bi-weekly
Replace settled or excavated materials, repair erosion/damage	Quarterly

GSI-7: Landscaping

Task	Typical Frequency
Inspect for vegetation health, bare spots, weeds, overgrowth, unkept edges, and mulch coverage	Weekly
Apply pre-emergent herbicide	Quarterly
Remove weeds	Monthly
Manage disease and pests	Monthly
Remove algae and other aquatic weeds	Annually
Maintain clean landscape edges, prune plants	Weekly
Mow perimeter	Weekly
Mow turf grass areas	Weekly
Water vegetated areas	As Needed
Remove dead plants	Semi-annually
Install new plants	As Needed
Refresh mulch	Semi-annually

GSI-8: Piping

Task	Typical Frequency
Inspect for standing water, structural integrity, secure access points, record debris depth	Bi-Weekly
Remove sediment, debris, trash, blockages	Monthly
Repair damage	As Needed

GSI-9: Outlets

Task	Typical Frequency
Inspect for sediment, trash, debris, blockages, structural integrity, and outlet control mechanism	Bi-Weekly
Clear flow paths and remove sediment, trash, debris, and blockages	Monthly
Repair damage	As Needed

GSI-10: Storage Chambers

Task	Typical Frequency
Inspect for standing water, sediment, debris, trash, blockages, secure access points, structural integrity, outlet control mechanism, and record debris depth	Monthly
Remove sediment, debris, trash and blockages	Monthly
Deep clean with jet wash and vacuum combination	Annually
Repair damage	As Needed

TROUBLESHOOTING GUIDANCE

GSI design continues to evolve as lessons are learned from each project. We can use these “**lessons learned**” to evaluate GSI features that are not functioning properly and find potential solutions that go above and beyond standard preventative maintenance tasks. Potential causes of problems may extend into the upstream drainage area. This section is not meant to include all potential inspection observations; instead, the intent is to walk the user through the **troubleshooting process** as it could be applied to a GSI site. Through a thorough evaluation, next steps toward a solution can be identified.

Functional Issue: Water is not entering the GSI.

- **Observe and evaluate.** How is stormwater draining to the GSI facility? Compare desktop design data to actual field conditions during a rain event.
- **Check opening.** Sediment, leaf or other debris, and litter can block openings to the inlet or build up around the edge of the GSI, blocking flow.
- **Elevation of at-grade inlet.** At-grade inlets should be at an elevation at or above the downstream GSI to allow water to move into the facility unobstructed. For example: if sod is higher than ribbon curb or other inlet, it may be necessary to remove the sod, lower the grade and replace the sod. Additionally, if the inlet gutter or apron is higher than the adjacent pavement such that water is bypassing the inlet, the inlet and gutter apron may need to be lowered.

Functional Issue: Erosion in the GSI facility.

- **Observe and evaluate.** Are GSI Energy Dissipation components included at the facility? If so, are they located at points where stormwater is draining to the GSI facility? Compare desktop design data to actual field conditions during a rain event.
- **Observe and evaluate.** Is the GSI facility inline or offline? For inline GSI facilities all rainfall runoff is designed to infiltrate and/or flow through, with no bypass. For offline GSI facilities, rainfall runoff is diverted from the main drainageway, with excess runoff following the main drainageway and bypassing the GSI.
- **Check drainage ways.** Are there obstructions to the drainageway? Observe how water is entering GSI. The design may have assumed overland sheet flow would occur; is flow concentrating instead?
- **Observe vegetation density, health, and maturity.** Established vegetation helps hold soil in place. Are there missing or dead plants that should be replaced? Erosion control measures, such as an erosion control blanket, will help prevent erosion while new plants are established.

TROUBLESHOOTING GUIDANCE (CONTINUED)

Functional Issue: Standing water in the GSI facility for more than 48 hours.

- **Observe and evaluate.** How much did it rain over the previous three days? GSI facilities are typically designed to store stormwater runoff from between one and two inches of rainfall. If it has rained more than two inches, it may take more time for the runoff to infiltrate or discharge from the GSI system. Continue to inspect daily, and note the interval time between inspections and the ponding depth of water.
- **Check maturity of vegetation.** For the first growing season, lower the elevation of or open the outlet control structure to allow water to flow through the GSI facility rather than pond, allowing vegetation to establish. As vegetation matures, the facility can handle increased stormwater ponding.
- **Check outlet.** Sediment, leaf or other debris, and litter can block openings to the outlet.
- **Observe site conditions.** Accumulated sediment at the surface can prevent stormwater from draining. The growing media or permeable pavement can be clogged by sediment, leaves, grass clippings or other materials that may have accumulated. Identify the source of the sediment and/or debris by observing stormwater paths from the drainage area to the site, and surrounding property conditions.
- **Observe surrounding conditions.** Are there construction sites within the drainage area? The GSI should be protected from sediment loads due to construction activity. What is the condition of the pavement in the drainage area? As asphalt degrades, the fine particles can be carried by stormwater runoff.
- **Evaluate GSI pretreatment components and practices.** In some cases, the pretreatment devices may not be functioning properly. They may be clogged or stopped in such a way that is allowing water to flow past into the feature.

Functional Issue: Vegetation in poor health or dead.

- **Check maturity of vegetation.** For the first growing season, lower the elevation or open the outlet control structure to allow water to flow through the GSI facility rather than pond, allowing conditions for the vegetation to establish. As vegetation matures, the facility will handle increased stormwater ponding.
- **Observe vegetation density, health, and maturity.** Established vegetation helps hold soil in place. Are there missing or dead plants that should be replaced? Erosion control measures, such as an erosion control blanket, will help prevent erosion while new plants are established. Is vegetation species selection appropriate for planted location within the GSI facility?
- **Understand site maintenance activities.** Were herbicides or other chemicals administered as part of maintenance activities? If so, where? Has utility work been present in the area (excavations or at-grade)? Utility excavations as part of emergency and/or planned repairs can impact immediately adjacent vegetation health.
- **Engage a landscape professional for assistance.** Plant death can result from a variety of conditions, including but not limited to: poor establishment practices, too much or too little sunlight or moisture, nutrient imbalance, pest infestation, excess herbicides, etc.

ATTACHMENT B
PROPOSAL FORMS

1. 00410.01 Experience Reference Form
2. 00410.02 Experience Reference Summary - Current Projects
3. 00410.03 List of Equipment and Staffing Available for Project

SUBMITTAL OF PROPOSAL FORMS

- 1. Qualifications:** The CONTRACTOR must demonstrate they meet minimum requirements for this project by completing the Proposal Forms included in Exhibit C (Forms 1-5).

The CONTRACTOR shall be able to demonstrate the following:

- A. Licensed and certified to do landscape maintenance work in Kansas City, Missouri.
- B. Provide experience and background of a designated contract manager who shall provide oversight and sign off on all work performed by the Contractor.
- C. References of similar work that has been performed within the City of Kansas City, Missouri, or other local municipalities.
- D. Comparable experience and background of the specific personnel that shall be assigned to the team that shall work on this project.
- E. Extent of applicable resources available to work on this project.

- 2. Evaluation Process:** Proposal will be evaluated by a committee composed of CITY personnel, CITY's Program Coordinator, and/or other designated CITY representatives. Members of the Evaluation Committee will review and verify that PLUMBER meets the following criteria:

- A. Licensed business in Kansas City, Missouri.
- B. Provided a list of applicable resources and subcontractors to complete the work
- C. Qualified project manager and crew leaders on staff and years of experience
- D. Applicable experience and references of similar work.
- E. Responsiveness to the RFP

The Evaluation Committee members will be asked to comply with the City Code of Ethics Standard: An official whether elected or appointed and an employee in government service should never act upon any manner in which they, their family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family or business interests in any matter related to governmental actions or duties.

- 3. Instructions for Responding to this RFP:** The Qualification Submittal Forms included in Exhibit C (Forms 1-5) are to be completed and submitted along with additional information required as Attachments A and B. See the following section for Instructions for Completing Qualification Submittal Forms.

- 4. Instructions for Completing Form:**

The Proposer shall complete and submit to the City the Proposal Forms (Forms 1-5 in Exhibit C), provide additional information identified below, and meet all the requirements.

FORM 1: Qualification Checklist

- A. Check the box next to each qualification item that you meet.

- B. Sign that you have: filled out all required forms, read and understood the RFP packet, and all the information provide is correct and complete.

FORM 2: General Information

- A. Legal name of Contractor
- B. Mailing Address and Email Address
- C. Give the address of the specific office, which will have responsibility for performing the work for this project.
- D. List the name, title, and telephone number of that principal/owner who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- E. Indicate by checking the appropriate box, whether the Contractor is a local, regional or national company.
- F. Indicate by checking the appropriate box, that the Contractor is licensed to do business in Kansas City Missouri.
- G. Give the total number of years the Contractor has been in business.
- H. Indicate by checking the appropriate box, that the Contractor is certified with Kansas City, Missouri as a WBE, MBE, DBE company, or mark N/A.
- I. Please use the space provided to let the City know any other information you feel the City should know that is not found on any of the other forms.

FORM 3: Experience Summary

- A. Contractor legal name (same as line 1 in Form 1)
- B. List up to ten jobs/projects, which demonstrate the Contractors's competence to perform work similar to that likely to be required on this project. A minimum of three projects are required to demonstrate Contractor's experience. More recent projects are preferred. Please include the following information.
 - 1. Project Name and Location
 - 2. Owner Name and Contact Information
 - 3. Project Duration and Date Completed
 - 4. Total Cost of Work

FORM 4: Reference Summary

- A. Contractor legal name (same as line 1 in Form 1)
- B. List up to ten reference jobs/projects, which demonstrate the Contractors's competence to perform work similar to that likely to be required on this project. A minimum of three references are required. More recent projects are preferred. Please include the following information.
 - 1. Project Name and Location
 - 2. Contract Amount and Percent Complete
 - 3. Owner Name and Contact Information
 - 4. Description of Work
 - 5. Start Date

FORM 5: List of Equipment and Staffing Available for Project

- A. Provide a list of equipment available for work on the project
- B. Staffing breakdown, including identification of principal/owner, proposed project manager, field crew leaders, field staff, and office staff.

Additional Information

Please provide additional information as attachments to your proposal.

- 1. **Attachment 1** - Provide a copy of your most recent relevant ongoing public or private contract.
- 2. **Attachment 2** - Please provide a letter to certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances. If you will not certify that you pay your employees who will work on the City Contract at least \$13.75 per hour, please submit the following so the City can evaluate the potential quality of your personnel:
 - a. Turnover rate for the last three calendar years for non-exempt employees and exempt employees; and
 - b. Employee benefits provided to exempt and non-exempt employees; and
 - c. Training provided to exempt and non-exempt employees, including those that will provide services to the City; and
 - d. Promotional opportunities for non-exempt and exempt employees; and
 - e. Average tenure of exempt and non-exempt employees during the immediately preceding three calendar years; and
 - f. Employee incentive rewards and employee recognition policies; and
 - g. How you provide and receive employee feedback and communication; and
 - h. Mentorship programs provided to employees; and
 - i. Education benefits provided for exempt and nonexempt employees.



FORM 1: CHECKLIST

Project Number: 60820062

Project Title: Green Maintenance Program

Firm Legal Name: _____

Check the box next to each question for which the Contractor meets the requirement and fill out the corresponding form. Forms 2-5 are intended to document the Contractors qualifications to perform the work and must be completely filled out.

- ☐ Is the Contractor licensed to do business in the City of Kansas City, Missouri? **(FORM 2)**
- ☐ Has the Contractor completed similar green infrastructure maintenance and landscaping projects in the past? And provided references for these types of projects? **(FORMS 3 and 4)**
- ☐ Does the Contractor have adequate resources to perform the green infrastructure maintenance as shown in Exhibit C? **(FORM 5)**

Has the Contractor provided a copy of your most recent relevant ongoing public or private contract? **(Attachment 1)**

- ☐ Has the Contractor provided a certification letter or supporting information related to hourly compensation in accordance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances? **(Attachment 2)**

Primary Contact Name (Print) and Title

Primary Contact Signature

Date

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS FORM, THE ATTACHED FORMS AND THE RFP PACKET AND TO THE BEST OF MY KNOWLEDGE THE ANSWERS ON THIS AND THE ATTACHED FORMS ARE COMPLETE AND CORRECT.



FORM 2: GENERAL INFORMATION

Project Number: 60820062

Project Title: Green Maintenance Program

Firm Name	
Mailing Address	
Work Address (if different than above)	
Email Address	
Primary Contact – Name, Title & Telephone Number	

Firm is – National, Regional or Local	☐ National	☐ Regional	☐ Local
Licensed to do business in the City of Kansas City, Missouri	☐ YES	☐ NO	
Willing to participate in the City's training and certification for the Green Maintenance Program?	☐ YES	☐ NO	
Licensed to do business in the City of Kansas City, Missouri	☐ YES		
Number of years Contractor has been in business:			
Is Contractor a certified MBE/WBE/DBE with Kansas City, Missouri?	☐ MBE	☐ WBE	☐ DBE ☐ N/A

USE THIS SPACE TO PROVIDE ANY ADDITIONAL INFORMATION OR DESCRIPTION OF RESOURCES SUPPORTING YOUR FIRM'S QUALIFICATIONS FOR THE CITY'S PROJECT.



FORM 3: EXPERIENCE SUMMARY

Project Number: 60820062
Project Title: Green Maintenance Program

Firm’s Legal Name	
Mailing Address	
Contact – Name & Email	
Contact – Phone & Fax	

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.				
2.				
3.				
4				
5				
6				
7				
9				
10				



FORM 4: REFERENCE SUMMARY – CURRENT OR PAST PROJECTS

Project/ Contract Number: 60820062 / 1714

Project Title: Green Maintenance Program

Page ____ of ____

Firm's Legal Name	
Mailing Address	
Contact – Name & E-Mail	
Contact – Phone & Fax	

NO.	PROJECT & LOCATION	CONTRACT AMOUNT/ % COMPLETE	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	DESCRIPTION OF WORK	START DATE
1.					
2.					
3.					
4.					

5.					
6.					
7.					
8.					
9.					
10.					



FORM 5: LIST OF EQUIPMENT AND STAFFING AVAILABLE FOR PROJECT

Project/ Contract Number: 60820062 / 1714

Project Title: Green Maintenance Program

Page ____ of ____

	EQUIPMENT AVAILABLE FOR CONTRACT (OR ATTACH LIST)		STAFFING BREAKDOWN	NUMBER OF EACH CATEGORY
1.		1.	PRINCIPAL/OWNER	
2.		2.	PROJECT MANAGER	
3.		3.	FIELD CREW LEADERS	
4.		4.	FIELD STAFF – NOT LEADERS	
5.		5.	OFFICE STAFF	
6.		6.		

ATTACHMENT C
PAYMENT FORMS

1. Non-Construction Application Payment
2. 01290.02 Schedule of Values



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____

Contract Number _____

Project Title _____

Final Payment ☐

Application Number: _____

Date: _____

Ordinance Number: _____

Ordinance Date: _____

City PO Number: _____

Contractor:

Legal Name _____

Mail Address: _____

City, ST Zip _____

Vendor Number _____

Application for Work Accomplished: From _____

To: _____

Name of Kansas City, MO Project Mgr: _____

Kansas City, MO Contract Administrator: _____

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

Instructions to Design Professional/Contractor:

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

5. Submit Application to:

Water Services Department
Name, Project Manager
4800 E 63rd St
Kansas City, MO 64130

Contractor:

Submitted By: _____

Signature: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____

Kansas City:

Approved By: _____

Project Manager

Date: _____

Approved By: _____

Director or Designee

Date: _____



SCHEDULE OF VALUES

Project Number 60820062

Project Title Green Maintenance Program

CREO APPROVED CUP		
MBE \$0.00	WBE \$0.00	DBE \$0.00

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
UNIT ITEM NO.	UNIT	ESTIMATED QUANTITY	DESCRIPTION OF WORK UNIT ITEM DESCRIPTION	\$ UNIT PRICE	NO. OF UNITS	\$ TOTAL OR LUMP SUM		\$ COMPLETED WORK	\$ STORED MATERIAL	\$ J+K	% J/H	\$ MBE	\$ WBE	\$ DBE	% AT BOTTO M	\$ TOTAL PREVIOUS APPLICATIONS	\$ AMOUNT THIS APPLICATION L-R
3	Target Green Marlborough Arleta Park																
3a.	Frequency	26	Remove sediment, debris, trash, blockages	\$ 400	26	\$ 10,400											
3b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	\$ 2,500	4	\$ 10,000											
3c.	Frequency	4	Apply pre-emergent herbicide	\$ 2,000	4	\$ 8,000											
3d.	Frequency	14	Remove weeds	\$ 1,000	14	\$ 14,000											
3e.	Frequency	7	Manage disease and pests	\$ 600	7	\$ 4,200											
3f.	Frequency	14	Maintain clean landscape edges, prune plants	\$ 1,000	14	\$ 14,000											
3g.	Frequency	4	Water vegetated areas	\$ 1,500	4	\$ 6,000											
3h.	Frequency	1	Refresh mulch	\$ 6,500	1	\$ 6,500											
			Target Green Marlborough Arleta Park Annual Site			\$ 73,100											
4	Target Green Marlborough 74th Street																
4a.	Frequency	26	Remove sediment, debris, trash, blockages	\$ 650	26	\$ 16,900											
4b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	\$ 1,500	4	\$ 6,000											
4c.	Frequency	4	Apply pre-emergent herbicide	\$ 1,200	4	\$ 4,800											
4d.	Frequency	14	Remove weeds	\$ 1,500	14	\$ 21,000											
4e.	Frequency	7	Manage disease and pests	\$ 500	7	\$ 3,500											
4f.	Frequency	14	Maintain clean landscape edges, prune plants	\$ 1,600	14	\$ 22,400											
4g.	Frequency	4	Water vegetated areas	\$ 1,500	4	\$ 6,000											
4h.	Frequency	1	Refresh mulch	\$ 10,600	1	\$ 10,600											
			Target Green Marlborough 74th Street Annual Site			\$ 91,200											
6	Northeast Industrial District (NEID)																
6a.	Frequency	26	Remove sediment, debris, trash, blockages	\$ 600	26	\$ 15,600											
6b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	\$ 2,400	4	\$ 9,600											
6c.	Frequency	4	Apply pre-emergent herbicide	\$ 2,500	4	\$ 10,000											
6d.	Frequency	14	Remove weeds	\$ 1,000	14	\$ 14,000											
6e.	Frequency	7	Manage disease and pests	\$ 650	7	\$ 4,550											
6f.	Frequency	14	Maintain clean landscape edges, prune plants	\$ 750	14	\$ 10,500											
6g.	Frequency	20	Mow turf grass areas	\$ 300	20	\$ 6,000											
6h.	Frequency	4	Water vegetated areas	\$ 1,000	4	\$ 4,000											
6i.	Frequency	1	Refresh mulch	\$ 10,000	1	\$ 10,000											
			Northeast Industrial District (NEID) Annual Site			\$ 84,250											
7	Linwood Green Park																
7a.	Frequency	26	Remove sediment, debris, trash, blockages	\$ 500	26	\$ 13,000											
7b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	\$ 3,000	4	\$ 12,000											
7c.	Frequency	4	Apply pre-emergent herbicide	\$ 1,500	4	\$ 6,000											
7d.	Frequency	14	Remove weeds	\$ 1,500	14	\$ 21,000											
7e.	Frequency	7	Manage disease and pests	\$ 1,000	7	\$ 7,000											
7f.	Frequency	14	Maintain clean landscape edges, prune plants	\$ 1,100	14	\$ 15,400											
7g.	Frequency	4	Water vegetated areas	\$ 1,000	4	\$ 4,000											
7h.	Frequency	1	Refresh mulch	\$ 10,000	1	\$ 10,000											
			Linwood Green Park Annual Site Maintenance Total			\$ 88,400											



SCHEDULE OF VALUES

Project Number 60820062

Project Title Green Maintenance Program

CREO APPROVED CUP		
MBE \$0.00	WBE \$0.00	DBE \$0.00

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
UNIT ITEM NO.	UNIT	ESTIMATED QUANTITY	DESCRIPTION OF WORK UNIT ITEM DESCRIPTION	\$ UNIT PRICE	NO. OF UNITS	\$ TOTAL OR LUMP SUM		\$ COMPLETED WORK	\$ STORED MATERIAL	\$ J+K	% J/H	\$ MBE	\$ WBE	\$ DBE	% AT BOTTO M	\$ TOTAL PREVIOUS APPLICATIONS	\$ AMOUNT THIS APPLICATION L-R
10	81st & Lydia & President Gardens																
10a.	Frequency	26	Remove sediment, debris, trash, blockages	\$ 400	26	\$ 10,400											
10b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	\$ 1,000	4	\$ 4,000											
10c.	Frequency	4	Apply pre-emergent herbicide	\$ 500	4	\$ 2,000											
10d.	Frequency	14	Remove weeds	\$ 500	14	\$ 7,000											
10e.	Frequency	7	Manage disease and pests	\$ 400	7	\$ 2,800											
10f.	Frequency	14	Maintain clean landscape edges, prune plants	\$ 400	14	\$ 5,600											
10g.	Frequency	20	Mow turf grass areas	\$ 100	20	\$ 2,000											
10h.	Frequency	4	Water vegetated areas	\$ 1,000	4	\$ 4,000											
			81st & Lydia & President Gardens Annual Site Maintenance			\$ 37,800											
11	Paseo Medians & Wabash Tree Planters																
11a.	Frequency	26	Remove sediment, debris, trash, blockages	\$ 400	26	\$ 10,400											
11b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	\$ 1,200	4	\$ 4,800											
11c.	Frequency	4	Apply pre-emergent herbicide	\$ 950	4	\$ 3,800											
11d.	Frequency	14	Remove weeds	\$ 1,150	14	\$ 16,100											
11e.	Frequency	7	Manage disease and pests	\$ 800	7	\$ 5,600											
11f.	Frequency	14	Maintain clean landscape edges, prune plants	\$ 850	14	\$ 11,900											
11g.	Frequency	4	Water vegetated areas	\$ 800	4	\$ 3,200											
11h.	Frequency	1	Refresh mulch	\$ 6,000	1	\$ 6,000											
			Paseo Medians & Wabash Tree Planters Annual Site			\$ 61,800											
						\$ 436,550											
WORK ORDERS FOR ADDITIONAL SERVICES - HOURLY RATES																	
Hourly Rate (must include all overhead expenses)																	
6	HR	1	STANDARD RATE Laborer	\$ 80													
7	HR	1	Equipment Operator	\$ 125													
8	HR	1	OVERTIME RATE Laborer	\$ 120													
9	HR	1	Equipment Operator	\$ 188													
10	HR	1	PREMIUM RATE - SATURDAY & SUNDAY Laborer	\$ 120													
11	HR	1	Equipment Operator	\$ 188													
			ALLOWANCE		15%	\$ 66,000											
						\$ 502,550											

ATTACHMENT D

BONDS

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



PERFORMANCE AND MAINTENANCE BOND

Project Number 60820062

Project Title Green Maintenance Program

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)

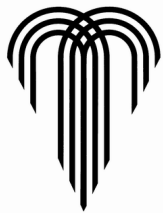
SURETY

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 60820062

Project Title Green Maintenance Program

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)

ATTACHMENT E
MISSOURI PROJECT EXEMPTION

- 1 00560 Missouri Project Exemption Certificate
- 2 00560.1 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	Project Begin Date (MM/DD/YYYY) ____ / ____ / ____		Estimated Project End Date (MM/DD/YYYY) ____ / ____ / ____		
	Description of Project					
	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 F

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 ☒ PROJECT ☐ LOC	Y	Y	POLICY NUMBER	1/1/2011	Current	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	Current	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 ☒ OCCUR CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	Current	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/A	POLICY NUMBER	1/1/2011	Current	☒ 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 <u>Builders Risk/Installation Floater</u>	N/A	Y	POLICY NUMBER	1/1/2011	Current	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
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ATTACHMENT G

Revenue Clearance Letter

00630 Revenue Clearance Letter



AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division

414 East 12th Street, 2nd floor, Room 202 W

Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1077 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: _____ Tax I.D.# _____
(PRINT)

Address: _____

Check this box and the City will send the Clearance Letter to you or the contractor designated.

☐ 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		E-MAIL ADDRESS

☐ I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

Please send my 1st Revenue Clearance Letter to: _____
(Print Name of City Department/Contact Person/E-mail/Fax Number)

This authorization shall expire one (1) year from the date of the signature.

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 and hold harmless agreement on behalf of the Taxpayer.

NAME (PRINT)		TITLE (IF APPLICABLE)	
SIGNATURE	PHONE NUMBER	DATE	

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

ATTACHMENT H
EMPLOYEE ELIGIBILITY VERIFICATION

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:

ATTACHMENT I

01290.09 SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project Number 60820063 Project Title Green Maintenance Program

From Contractor _____ To _____ Date _____

Spec. No.	Section Title		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