



Agenda

Transportation, Infrastructure and Operations Committee

Chairperson Kevin O'Neill
Vice Chair Melissa Robinson

Councilmember Eric Bunch

Councilmember Johnathan Duncan

Councilmember Lindsay French

Wednesday, January 31, 2024

9:00 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:
<https://us02web.zoom.us/j/84530222968>

Public Testimony is Limited to 2 Minutes

WATER DEPARTMENT

Director of Water Services

240056 Sponsor: Director of Water Services Department

Appropriating \$6,700,000.00 from the Unappropriated Fund Balance for a Master Reimbursable Utility Agreement payment to the Missouri Highways and Transportation Commission (MoDOT) for a WMR for MoDOT I-70 Reconstruction project; and recognizing this ordinance as having an accelerated effective date.

Attachments: [MoDOT Payment Docket Memo jam](#)
[MoDOT Payment Appropriation Transaction Form](#)
[Master Reimbursable Utility Agreement](#)

Director of Water Services

240074 Sponsor: Director of Water Services Department

Authorizing a \$2,561,500.00 professional, specialized, or technical services contract with D3 Water, LLC, for the Sensor Network and Watershed Digital Twin project; providing for five successive renewal options subject to City Council approval; and recognizing this ordinance as having an accelerated effective date.

Attachments: [Docket Memo](#)
[1705 Approved Goals](#)
[1705 Approved Goals.pdf](#)
[Ordinance 240074-CUP Summary 1705.pdf](#)
[1705 PST Contract](#)

PUBLIC WORKS DEPARTMENT

Director of Public Works

240063 Sponsor: Director of Public Works Department
Appropriating \$727,244.81 from the Unappropriated Fund Balance of the Development Services Fund to provide funding for management of Tax Increment Financing (TIF) for roadway, bridge, and other transportation related improvement projects; and recognizing an accelerated effective date.

Attachments: [Docket Memo 89008891,89008956](#)
[TMP3834 Approp.xlsx](#)

GENERAL SERVICES DEPARTMENT

Director of General Services

240071 Sponsor: Director of the General Services Department

Declaring certain real property generally located in the northeast corner of Hodge Park off Northeast Shoal Creek Parkway, Kansas City, Missouri surplus to the City's needs; authorizing the Director of the Parks and Recreation Department to offer the sale of the City's interest in this real property in accordance with City regulations, and execute related documents to complete the transfer of the real property while reserving easements, as necessary, for any existing City owned sewer, storm water, and water line infrastructure on the said property.

Attachments: [Docket Memo Hodge Park](#)
[240071 - Hodge Surplus presentation 2024 - DRAFT](#)

Director of General Services

240088 Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a one-year term and supply contract (No. EV3213) with Ace Pipe Cleaning, Inc. that exceeds the \$400,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) for the purpose of sludge hauling and removal; and authorizing the Manager of Procurement Services to execute contract amendments and exercise the City's five one-year renewal options without additional Council authorization. in order to execute contract.

Attachments: [Docket Memo EV 3213](#)
[CREO Goals.pdf](#)
[Ordinance 240088-CUP Summary-EV3213.pdf](#)

HELD IN COMMITTEE

Director of Public Works

231049 Sponsor: Director of the Public Works Department

Authorizing the Director of Public Works to execute a Cooperative Agreement with Bird Rides, Inc. for continued operation of shared-use electric scooters through December 31, 2026.

ADDITIONAL BUSINESS

1. KCATA will present on service restoration and fare updates.
2. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

2. Closed Session

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

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

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

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

Adjournment



File #: 240056

ORDINANCE NO. 240056

Sponsor: Director of Water Services Department

Appropriating \$6,700,000.00 from the Unappropriated Fund Balance for a Master Reimbursable Utility Agreement payment to the Missouri Highways and Transportation Commission (MoDOT) for a WMR for MoDOT I-70 Reconstruction project; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the City Council approved Ordinance No. 070424 on April 12, 2007, authorizing the Director of Water Services to execute a Master Reimbursable Utility Agreement with the Missouri Highways and Transportation Commission and to approve exhibits which set forth project-specific plans and costs; and

WHEREAS, payment is due to MoDOT for the relocations of Kansas City, Missouri's water mains as part of their I-70 Design-Build relocation project under Job No. J411486D, which is one of the projects under the Master Reimbursable Utility Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the sum of \$6,700,000.00 is appropriated from the Unappropriated Fund Balance of the Water Fund, Fund No. 8010, to the following account:

<i>24-8010-807701-611060-80002521</i>	<i>MODOT WMR I-70</i>
<i>\$6,700,000.00</i>	

Section 2. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Mark P. Jones
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240056

Submitted Department/Preparer: Water

Revised 11/01/23

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

Executive Summary

Appropriating \$6,700,000.00 from the Unappropriated Fund Balance for a Master Reimbursable Utility Agreement payment to the Missouri Highways and Transportation Commission (MoDOT) for a WMR for MoDOT I-70 Reconstruction project; and recognizing this ordinance as having an accelerated effective date.

Discussion

Project Justification

The City Council approved Ordinance No. 070424 on April 12, 2007, which authorized the Director of Water Services to execute a Master Reimbursable Utility Agreement with MoDOT and to approve exhibits which set forth project-specific plans and costs.

Project Description

Payment is due to MoDOT for relocations of Kansas City, Missouri's water mains as part of MoDOT's I-70 Design-Build relocation project, under Job No. J4I1486D, which is one of the projects under the Master Reimbursable Utility Agreement.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
24-8010-807701-611060-80002521 = \$6,700,000.00
Relocations Related to Road Projects 8010: Water Fund
3. How does the legislation affect the current fiscal year?
This ordinance is supported by the Fiscal Year 24 Water Services Annual CIP.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

No.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

No.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

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

Prior Legislation

The City Council approved Ordinance No. 070424 on April 12, 2007, which authorized the Director of Water Services to execute a Master Reimbursable Utility Agreement with

the Missouri Highways and Transportation Commission and to approve exhibits which set forth project-specific plans and costs.

Service Level Impacts

This project will contribute to service level impacts by replacing aging, break-prone water mains with new water mains, thereby improving distribution system reliability, increasing hydraulic conveyance capacity, and supporting fire suppression.

Other Impacts

1. What will be the potential health impacts to any affected groups?
This project will allow for public health to be maintained.
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
The WMR in this project will contribute to a sustainable Kansas City by replacing aging, break-prone water mains with new water mains, thereby improving distribution system reliability, increasing hydraulic conveyance capacity, and supporting fire protection.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

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

No - CREO's review is not applicable (Press tab after selecting)
Please provide reasoning why not:
N/A
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

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



APPROPRIATION TRANSACTION

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: Water Services

BUSINESS UN KCMBU DATE: 1/10/2024 JOURNAL ID: _____

LEDGER GROUP: ADMIN

<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>	<u>INC/DEC</u>
8010	807701	611060	80002521	\$ 6,700,000.00	INC
TOTAL					<u>#####</u>

DESCRIPTION: _____ NET #####

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

CCO Form: UT1
Approved:
Revised:
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MASTER REIMBURSABLE UTILITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter "Commission") and the City of Kansas City, Missouri through its Water Services Department (hereinafter "City").

WITNESSETH:

WHEREAS, the Commission proposes to construct and improve numerous sections of state highways in accordance with road plans filed in the office of the County Clerk in the county in which the job is located ("Highway Improvements"); and

WHEREAS, in order to improve a highway in accordance with said plans, it will sometimes be necessary to relocate or adjust certain City facilities (a "Project") in order to maintain services of said City and allow the Highway Improvement; and

WHEREAS, for each Project, the City and the Commission desire to allocate the Project costs between the City and the Commission, said allocation depending upon whether the City's facilities are located within the Commission's right of way, the City's right of way, a City easement, or City-owned realty; and

WHEREAS, in order to reduce paperwork and improve operations, the City and the Commission desire to enter into a Master Agreement which will provide for allocation of costs and reimbursement procedures for each Project;

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

(1) MASTER AGREEMENT EXCLUSIVITY: This Master Agreement will be the only Agreement executed to cover the allocation of costs and reimbursement procedures for each Project required by the Highway Improvements. This Agreement will remain in full force until both parties agree, in writing, to amend the Agreement, or unless the Agreement is terminated by either party.

(2) PROJECT APPROVAL PROCESS.

- a. The Commission will notify the City that one of its Highway Improvements requires a Project to be undertaken.
- b. The City will prepare specific plans for the Project, which will be contained in an Exhibit A.

- c. The City will prepare a cost estimate and a cost allocation for the Project, which will be contained in an Exhibit B.
- d. The cost allocation will depend upon whether the City's facilities involved in the Project are located within the Commission's right of way, the City's right of way, a City easement, or City-owned realty.
- e. The Commission shall be responsible for costs of relocation of City's utilities: (1) currently located within the City's right of way, City easement, or City-owned realty including acquisition of a replacement easement, or (2) currently located on Commission right of way and was located on said right of way prior to Commission's ownership or was relocated to said right of way as a result of relinquishing prior property rights at no cost to the Commission for a different Commission Project. The City will be responsible for costs of relocation of City's utilities currently located within the Commission's right of way unless located on said right of way prior to Commission's ownership or relocated to said right of way as a result of another Project.
- f. Exhibits A and B will be transmitted by the City's Director of Water Services Department to the Commission.
- g. The Commission will approve Exhibits A and B for each Project by letter to the City
- h. This Master Reimbursable Utility Agreement, the City's transmittal letter, Exhibits A and B, and the Commission's approval letter have the same effect as a fully signed utility agreement between City and Commission for each Project.

(3) COMPLY WITH FEDERAL AND POLICY GUIDE (FAPG): The City agrees that Exhibits A and B for each Project will be prepared in accordance with the FAPG 23 CFR 645A (and any amendments), which by reference is made a part of this Agreement. The City also agrees that the work hereunder will be performed in accordance with said regulation.

(4) HIGHWAY IMPROVEMENTS INFORMATION: The Commission agrees to furnish the City all necessary information on a Highway Improvement in order to properly carry out each Project. Known hazardous waste sites will be identified on the right of way.

(5) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) CITY REPRESENTATIVE: The City shall designate a representative to manage each Project.

(7) CITY'S RIGHT TO DETERMINE PROJECT APPROACH: The City may elect to have a Project performed by its own staff, through a contract with third parties, or included within the Commission's Highway Improvement contract by or through the Commission's highway contractor.

(8) REIMBURSEMENT BY COMMISSION: The Commission shall promptly pay the City one hundred percent (100%) of the estimated cost of the Commission's obligation for a Project for work to be accomplished by the City. When a lump sum cost estimate is approved, the Commission shall pay no more or no less than the approved Commission obligation. When an actual cost estimate is approved, the Commission shall pay the Commission's obligation. If the final invoice is greater than the Commission's payment, the Commission shall promptly pay the City the additional Commission obligation. Conversely, if the final invoice is less than the Commission's payment, the City shall promptly remit the Commission's overpayment. If the Commission instructs the City not to proceed with a Project, the Commission shall reimburse the City for the Commission's hereinabove stated percentage share of the City's costs incurred prior to the date the Project is cancelled, as allowed pursuant to FAPG 23 CFR 645A. The City shall promptly return any funds to the Commission in excess of those actually incurred, prior to the date the Project is cancelled, in proportion to the Commission's obligation.

(9) REIMBURSEMENT BY CITY: Subject to appropriation, the City shall promptly pay the Commission one hundred percent (100%) of the estimated cost of the City's obligation for a Project performed by or through the Commission's highway contractor. When a lump sum cost estimate is approved, the City shall pay no more or no less than the approved City obligation. When an actual cost estimate is approved, the City shall pay the City's obligation. If the final invoice is greater than the City's payment, subject to appropriation, the City shall promptly pay the additional City obligation. Conversely, if the final invoice is less than the City's payment, the Commission shall promptly remit the City's overpayment. If a Project is cancelled, the Commission shall promptly return any funds to the City in excess of those actually incurred prior to the date the Project is cancelled, in proportion to the City's obligation.

(10) CONTRACT BY CITY: If the City determines to contract any of the work of adjusting its facilities, it shall furnish the Commission with evidence that it is not adequately staffed or equipped to perform the work and shall comply with the procedures outlined in FAPG 23 CFR 645A relating to performing part or all of the work by contract. If the City solicits bids for the Project, which will result in reimbursable costs by the Commission, the City shall furnish the Commission a tabulation of bids received, a copy of the invitation to bid, and any other information to support the City's recommendation for award to the lowest qualified bidder prior to any contract work being performed. The City shall obtain the Commission's written approval prior to awarding the contract. The Commission's approval or disapproval shall be communicated in writing to the City no later than twenty-one (21) days after the City provides the above information to the Commission. If the Commission fails to notify the City in writing of its decision within the twenty-one (21) day period, the Commission

shall be deemed to have approved the City's selection. When the lump sum method of reimbursement is approved, the City shall not have to obtain the Commission's written approval.

(11) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the City agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the Commission's resident engineer or his/her representative and having approval of the Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(12) PERMIT REQUIREMENT. The City shall obtain a no cost permit from the Commission's district engineer prior to adjusting or relocating its facilities from, within, or onto the Commission's right of way. The permit shall be signed by an authorized City representative.

(13) COMMENCEMENT AND COMPLETION OF A PROJECT: After the Commission has approved Exhibits A and B for a specific Project and transmitted payment to the City of its reimbursable costs, the City will commence, without unnecessary delay, the Project. The City will actively pursue completion of the Project to reach the earliest possible completion date and to minimize interference with the Commission's highway contractor. The City agrees to provide a written estimated time schedule for the Project and a written notification to the Commission's district engineer at least five (5) days prior to beginning the Project. If the City falls behind in its work schedule, it shall submit a revised work schedule to the Commission's resident engineer. The City will make every effort to get back on schedule and complete the Project.

(14) COOPERATION: When the City's Project is being done concurrent with the Commission's Highway Improvement, the City agrees to cooperate and coordinate its Project to minimize disturbance to the highway contractor or other utility companies working on the Highway Improvement. The Commission's contractor has a contractual duty to cooperate and coordinate its activities with utility companies.

(15) BACKFILL: The City agrees to compact backfill of all excavation within the roadway limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the Commission's resident engineer.

(16) SAFETY DEVICES: At all times when a Project is being performed by the City under such conditions as will affect traffic on the public highways, the City will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUCD).

(17) CONDITION OF RIGHT OF WAY: Upon completion of a Project, all leftover materials and debris resulting from the Project shall be removed by the City and the right-of-way shall be restored to its original condition.

(18) FINAL INVOICE SUBMITTAL: After completion of a Project, each party agrees to submit a final invoice for the cost of reimbursable work to the other party within sixty (60) days or as mutually agreed to by the City and the Commission's resident engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the actual cost of the completed Project. It should follow the format of the original cost estimate (Exhibit B) when possible to promote faster processing by the Commission. The parties will process the final invoice for payment after receipt as described in Paragraphs 8 and 9 above.

(19) AUDIT OF RECORDS: For actual cost reimbursement only, the City's final invoice shall be based on the actual direct and related indirect costs. The direct costs shall be in accordance with an established accounting procedure used by the City for its regular operations. The City shall keep a detailed and accurate account of all services, labor, materials, supplies, incidentals, additional necessary private easement acquisition, if any, and other necessary costs involved in making such changes. The Commission's resident engineer in charge of each Project, or any authorized agent of the Commission or the Federal Highway Administration, shall have access during normal business hours to audit such City records. These records shall be available at no charge during a Project and for three (3) years from the date of final payment for that Project. The audit shall be conducted according to generally accepted government auditing standards (GAGAS). Both the City and Commission shall receive a written audit report and shall be provided at least 30 days to respond to the audit findings. If the audit findings indicate that the City has been overpaid, the City will immediately refund to the Commission such overpayment unless the City elects to contest said findings. If the audit findings indicate that the City has been underpaid, the Commission will immediately pay the City the difference unless the Commission elects to contest said findings. For lump sum reimbursement, the Commission shall not audit the City's records.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City and the Commission shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) ASSIGNMENT: Neither the City nor the Commission shall assign, transfer, or delegate any interest in this Agreement without the prior written consent of the other party.

(23) TERMINATION: It is agreed that either party may terminate this Agreement at any time by providing the other party with thirty (30) days advance written notification of such cancellation, and only after active Projects have been completed.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below:

Executed by the City this 27 day of April, 2007.

Executed by the Commission this 7th day of May, 2007.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Kansas City, Missouri Water
Services Department

Roberta Becker
Title Chief Financial Officer

By Frankly Papp
Title Director

ATTEST:

Maxine Winters
Secretary to the Commission

Approved as to Form:

Michah Ray Alexander
Commission Counsel

Approved as to Form:

Cecilia Abbott
Assistant City Attorney

Ordinance No. 070424

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI)
))
COUNTY OF JACKSON)

ss

On this 27 day of April, 2007, before me appeared Franklyn W. Pogge, personally known to me, who being by me duly sworn, did say that he is the Director of Water Services of the City of Kansas City, Missouri and that the foregoing instrument was signed and sealed on behalf of the City of Kansas City, Missouri, and that he acknowledged said instrument to be the free act and deed of the City of Kansas City, Missouri, and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.



A handwritten signature in cursive script, reading "John Thigpen III". The signature is written over a horizontal line.

Notary Public

My Commission Expires: July 5, 2009

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI)
)
COUNTY OF COLE)

SS

On this 7th day of May, 2007, before me personally appeared Roberta Broeker known to me, who being by me duly sworn, did say that ~~he~~/she is the Chief Financial Officer of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Chief Financial Officer acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Linda K. Conner
Notary Public



LINDA K. CONNER
My Commission Expires
January 24, 2010
Maries County
Commission #06828941

My Commission Expires: _____

Project: _____

EXHIBIT A

PROJECT-SPECIFIC PLANS FOR
ADJUSTMENTS OR RELOCATIONS OF CITY FACILITIES
(TO BE ATTACHED)

Project: _____

EXHIBIT B

PROJECT-SPECIFIC ESTIMATE OF COSTS FOR
ADJUSTMENTS OR RELOCATION OF CITY FACILITIES WITH
ALLOCATION OF COSTS BETWEEN CITY AND COMMISSION

ORDINANCE NO. 070424

Authorizing the Director of Water Services to execute a Master Reimbursable Utility Agreement with the Missouri Highways and Transportation Commission, relating to the relocation of Water Services Department's facilities required by the Missouri Highways and Transportation Commission's highway improvement projects; and authorizing the Director of Water Services to approve project-specific documents as part of this Master Reimbursable Utility Agreement.

WHEREAS, the Missouri Highways and Transportation Commission proposes to construct and improve numerous sections of state highways in accordance with road plans filed in the offices of the County Clerk in the county in which each job is located; and

WHEREAS, in order to improve said highways and maintain City services in accordance with the filed road plans, at times it will be necessary to adjust or relocate Kansas City Water Services Department's facilities located within easements, City right-of-way, or State right-of-way; and

WHEREAS, in order to improve operations between the Kansas City, Missouri Water Services Department and the Missouri Highways and Transportation Commission, it is desirable that a Master Agreement be executed to cover the allocation of costs to adjust or relocate Water Services Department's facilities required by the Commission's highway improvement projects; and

WHEREAS, the agreement provides a method of allocation of project-specific costs for adjustment or relocation of Water Services Department's facilities between the City and the Commission, a procedure for payment between the City and the Commission based on the cost allocation, and the approval of exhibits which set forth project-specific plans and costs; and

WHEREAS, this ordinance will authorize the Director of Water Services to execute a Master Reimbursable Utility Agreement, and approve exhibits which set forth project-specific plans and costs; NOW, THEREFORE,

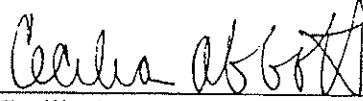
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services is hereby authorized to execute, on behalf of the City of Kansas City, Missouri, a Master Reimbursable Utility Agreement with the Missouri Highways and Transportation Commission, providing for a method of allocation of project-specific costs for adjustment or relocation of City facilities required

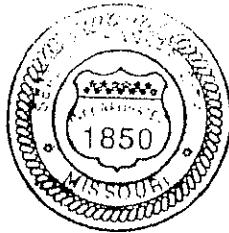
ORDINANCE NO. 070424

by the Commission's highway improvement projects, and approve exhibits which set forth project-specific plans and costs. A copy of this agreement is on file in the office of the Director of Water Services.

Approved as to form and legality:



Cecilia O'Connor Abbott
Assistant City Attorney



ated as Passed


BARNES, Mayor
City Clerk

DATE PASSED APR 12 2007



File #: 240074

ORDINANCE NO. 240074

Sponsor: Director of Water Services Department

Authorizing a \$2,561,500.00 professional, specialized, or technical services contract with D3 Water, LLC, for the Sensor Network and Watershed Digital Twin project; providing for five successive renewal options subject to City Council approval; and recognizing this ordinance as having an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 1705 in the amount of \$2,561,500.00 with D3 Water, LLC, for the Sensor Network and Watershed Digital Twin Project, Project No. 60810123. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of Water Services Department is authorized to expend up to \$2,561,500.00 from Account No. 24-8110-807769-611040-60810123, Overflow Control Program, to satisfy the cost of this contract.

Section 3. That the Director of the Water Services Department is hereby authorized to execute five successive renewal options for this contract with additional City Council approval with such funds as appropriated by the City Council in future annual budgets.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Mark P. Jones
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240074

Submitted Department/Preparer: Water

Revised 11/01/23

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

Executive Summary

Authorizing a \$2,561,500.00 Professional, Specialized, or Technical Services contract with D3 Water, LLC, for the Sensor Network and Watershed Digital Twin project; and providing for five successive renewal options subject to City Council approval; and recognizing this ordinance as having an accelerated effective date.

Discussion

Reason for Contract

In 2010, the City of Kansas City, Missouri entered into a Consent Decree with the United States Environmental Protection Agency (EPA) to reduce wet-weather sewer overflows from the City's combined and separate sewer systems. This project is being undertaken to continue operating, maintaining, and expanding KC Water's existing sewer system Sensor Network data collection and delivery for multiple uses. System operational data will be used to perform data analytics in support of various sewer utility management functions including wastewater collection system preventative maintenance, wastewater treatment operations, Smart Sewer Program system planning and sewer system performance flow monitoring, green infrastructure performance monitoring, and Consent Decree compliance reporting. Data will also be used to develop and maintain watershed digital twins for each of the City's 13 watersheds to support the development of strategies for evolving data-driven system engineering, data dashboards and operational decision support systems.

Contract Description

The scope of work to be provided under this contract includes operating, maintaining, and expanding an existing sewer system flow and/or depth sensor network with up to 300 sensor locations, including site investigations, sensor repair or replacement and new sensor device installations; collecting and storing data with City access to real-time data via an online viewing platform; performing remote sensor monitoring and interrogation of real-time data for proper operation and timely detection of data loss or inaccuracies to trigger field services necessary to maintain consistent, reliable, quality data collection; development and maintenance of a digital twin for each of the City's 13 watersheds; training for online data access and sensor equipment maintenance. The

negotiated amount of the proposed Professional, Specialized, or Technical Services contract is \$2,561,500.00.

The term of this project will be 365 calendar days.

Solicitation

The Sensor Network and Watershed Digital Twin project was advertised in accordance with the City's requirements on August 16, 2023, and proposals were received on September 12, 2023, with two (2) proposers responding.

MBE/WBE Goals

CREO KC established goals of 11% MBE and 11% WBE on this project on June 20, 2023 as part of the CREO KC Annual Goal Program.

Awardee/Subcontracting Participation

D3 Water, LLC submitted the lowest, responsible, and responsive proposal of \$1,888,855.00, with subcontracting participation of 11% MBE and 11% WBE.

Other Proposers/Subcontracting Participation

ADS LLC was the other proposer for this project. They submitted a proposal in the amount of \$2,780,448.00, with subcontracting participation of 0% MBE and 0% WBE (CUP docs were not received with Proposal).

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
24-8110-807769-611040-60810123 = \$2,561,500.00 Overflow Control Program Sewer Fund
3. How does the legislation affect the current fiscal year?
Work on this project will begin in the current fiscal year and extend into FY25. Invoices will be submitted by the Contractor on a monthly basis.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Funds encumbered in the current fiscal year will be disbursed over subsequent fiscal years as construction proceeds. Work on the project is anticipated to be complete within 365 calendar days from when work begins.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

Office of Management and Budget Review
(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

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

Prior Legislation

N/A, no prior

Service Level Impacts

This project will support KC Water's expanded use of collected data to enhance sewer collection system preventative maintenance, wastewater treatment operations,

collection system hydraulic modeling under the Smart Sewer Program and optimization of wet-weather overflow control measures.

Other Impacts

1. What will be the potential health impacts to any affected groups?
None
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
This project helps promote environmental quality, social equity, and economic vitality.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)
Please attach or copy and paste CREO's review.

The Contractor Utilization Plan was submitted to CREO KC for review on January 9, 2024, and was approved January 11, 2024.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request**

Date: 06/16/2023
Form Prepared By: Jonathan Lyke

Contract/Project Number: 1705/ 60810123	Project Name: Smart Sensor Network Maintenance and Field Services - Supplemental Services
--	--

Owning Department: Water Services	Project Manager: Jonathan Lyke
--	---------------------------------------

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: 365	Anticipated Solicitation Date: 06/20/2023
--	--

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):

The Water Services Department (KC Water) of the City of Kansas City, Missouri is seeking specialized technical services to maintain it's sewer system smart sensor network for the collection of reliable data and to update the sensor network as needed to support multiple data use cases and to interface field devices with KC Water's new wastewater SCADA system currently being implemented. Data use cases include sewer collection system operation and maintenance performance monitoring, collection system hydraulic modeling, and verification of the City's compliance with the Consent Decree to reduce sewer system wet weather overflows. Per Page 36 of the 2022-2023 CREO Annual Goals Manual, the M/WBE goals for Overflow Control type projects are to be 11% MBE and 11% WBE.

Pursuant to RSMo. Section 610.021(11) & (12) documents related to bids will not be made available until bids are completed.

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

FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No **Type:** _____

According to CREO Annual Goal Manual, the Goals for this project are:

_____ 11 % MBE	_____ 11 % WBE	_____ % DBE
----------------	----------------	-------------

Electronic Record? Yes No

DocuSigned by:
GSD Signature: *Darrell Everette* Date: 6/20/2023
8D98B9CAE78542A

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

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: _____

Electronic Record? Yes No

CREO Signature: _____ Date: _____



**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request**

Date: 06/16/2023
Form Prepared By: Jonathan Lyke

Contract/Project Number: 1705/ 60810123	Project Name: Smart Sensor Network Maintenance and Field Services - Supplemental Services
---	---

Owning Department: Water Services	Project Manager: Jonathan Lyke
-----------------------------------	--------------------------------

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: 365	Anticipated Solicitation Date: 06/20/2023
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Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):

The Water Services Department (KC Water) of the City of Kansas City, Missouri is seeking specialized technical services to maintain it's sewer system smart sensor network for the collection of reliable data and to update the sensor network as needed to support multiple data use cases and to interface field devices with KC Water's new wastewater SCADA system currently being implemented. Data use cases include sewer collection system operation and maintenance performance monitoring, collection system hydraulic modeling, and verification of the City's compliance with the Consent Decree to reduce sewer system wet weather overflows. Per Page 36 of the 2022-2023 CREO Annual Goals Manual, the M/WBE goals for Overflow Control type projects are to be 11% MBE and 11% WBE.

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FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No Type: _____

According to CREO Annual Goal Manual, the Goals for this project are:

_____ 11 % MBE	_____ 11 % WBE	_____ % DBE
----------------	----------------	-------------

Electronic Record? Yes No

DocuSigned by: _____

GSD Signature: Darrell Everette Date: 6/20/2023

8D98B9CAE78542A

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

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: _____

Electronic Record? Yes No

CREO Signature: _____ Date: _____



Inter-Departmental Communication

Date: January 30, 2024

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

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

Subject: CUP Summary #: 240074

CONTRACTOR: D3 Water, LLC
Address: 33301 Rankert Rd.
Walkerton, IN 46574
Contract #: 1705 / 60810123 – Sensor Network & Watershed Digital Twin
Contract Amount: \$2,561,500.00
MBE Goal: 11%
WBE Goal: 11%
Total MBE Achieved: 11%
Total WBE Achieved: 11%

MBE SUBCONTRACTORS:
Name: NEER Technologies, Inc.
Address: 3541 Jefferson St.
Kansas City, MO 64111
Scope of Work: Project Assistance- Sensor Network
Subcontract Percentage: 11%
Ownership: Thevar, Elangovan
Structure: Asian-American Male Code: 18

WBE SUBCONTRACTORS:
Name: A+ Engineering Services, LLC
Address: 14935 NW 61st St.
Parkville, MO 64152
Scope of Work: Supply, Install & Maintain Level & Flow Meters
Subcontract Percentage: 11%
Ownership: McIntire, Angela
Structure: Caucasian Female Code: 27

Comments:

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
PROJECT NO. 60810123 – SMART SENSOR NETWORK MAINTENANCE AND FIELD
SERVICES-SUPPLEMENTAL SERVICES
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. Compensation.

- A. The amount the City will pay Contractor under this contract will not exceed \$ _____. Contractor will be paid on the following basis: **(Fill in how the contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents etc.)**
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: monthly, one time; other **(select when the contractor will bill the City and delete all others. If this contract is subject to the SLBE program, the contract should provide for payments to be made every two weeks.)**
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City’s Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the following Scope of Services: *Please refer to Attachment A - Scope of Services.*

Sec. 3. Notices. All notices required by this Agreement shall be in writing to the following:

Water Services Department

Director: Wes Minder

Address: 4600 East 63rd Street, Kansas City, MO 64130

E-mail address: wes.minder@kcmo.org

Contractor: _____

Contact: _____

Address: _____

Phone: (____) _____ - _____

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

Sec. 6. 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 Deputy Director of the Water Services Department. The work shall be completed within schedule provided in Part II of **Attachment A** – Scope of Services. The Deputy Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 7. Responsibilities of City. See **Attachment A** – Scope of Services.

Sec. 8. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed in **Attachment K** – Non-Construction Subcontractor Listing.

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.

NOTE: If the contract does not require contractor to meet any MBE/WBE goal, delete this section. If the contractor is required to meet an MBE/WBE goal you need to incorporate the contractor utilization plan which can be obtained in the HRD forms and instructions in Contract Central

Sec. 10. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment F**. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

All bonds required 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 for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of B+, V, or better. A certified copy of the agent's authority to act must accompany all bonds signed by an agent.

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, Contractor shall within twenty (20) days thereafter substitute another bond and surety, both of which must be acceptable to City.

Sec. 12. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 19. Effectiveness; Date. This contract will become effective when the City's Director of Finance has signed it. The date this contract is signed by the City's Director of Finance will be deemed the date of this contract.

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

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

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

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of 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. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's

rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. 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. 4. 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. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Employers Liability	Statutory
--	-----------

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

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

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

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

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property.

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

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at

execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, 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.

Sec. 5. 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. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the

licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement..

Sec. 7. 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. 8. 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. 9. 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. 10. 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. 11. 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. 12. 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.

Sec. 13. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of Human Relations, the city Manager, the City

department administering this Contract and their delegates and agents.

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

B. 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.

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

Sec. 14. Affirmative Action.

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

b. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

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

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

Sec. 15. 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. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall

submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 16. Assignability and 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. 17. 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. 18. Buy American Preference.

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

Sec. 19. Professional Services – Conflict of Interest Certification.

If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. Attorney Services – Conflict of Interest Certification.

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

Sec. 21. 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 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 (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. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.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 City.

Sec. 22 Quality Assurance Act.

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

Sec. 23 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. 24 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).

ATTACHMENT A

SCOPE OF SERVICES
(see Exhibit B)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

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

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

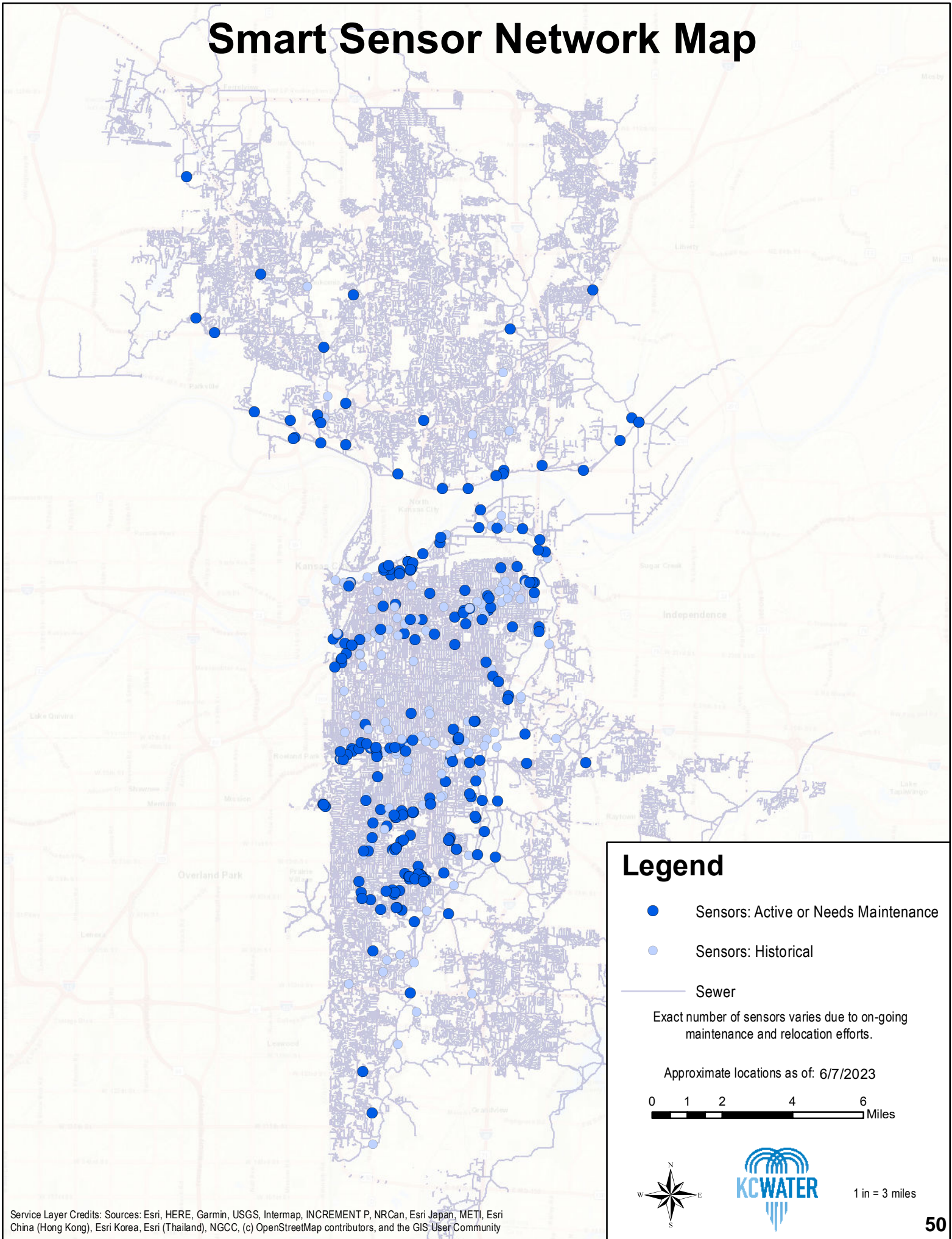
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come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

ATTACHMENT C

UNIT COSTS

ATTACHMENT D
Sensor Network Location Map

Smart Sensor Network Map



Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Status/Type	DuraTracker	Emerson	Isco 2110	Isco 2150	Isco 2160	LogiCover	Preview	SmartCover	Grand Total
Active	22	1	5	21	1	69	6	3	128
Depth	14		5	2	1	57	5	3	87
Flow	8			19		10	1		38
Pump Station		1				2			3
Maintenance/Hardware	1					83			84
Depth						58			58
Flow	1					19			20
Pump Station						4			4
Radar						2			2
Grand Total	23	1	5	21	1	152	6	3	212

Site Name	TREKK Status	Meter Type	Sensor Type	Reading Type	Platform
Birmingham PS	Active	Emerson	Magnetic	Pump Station	BluX
Buckeye PS	Active	LogiCover	Ultrasonic	Pump Station	BluX
KS07-121	Active	SmartCover	Ultrasonic	Depth	SmartCover
KS07-150	Active	SmartCover	Ultrasonic	Depth	SmartCover
KS27-172	Active	SmartCover	Ultrasonic	Depth	SmartCover
Line Creek PS	Active	LogiCover		Pump Station	BluX
N028-014	Active	LogiCover	Depth Sensor	Depth	BluX
N043-028	Active	LogiCover	Depth Sensor	Depth	BluX
N044-028	Active	LogiCover	Depth Sensor	Depth	BluX
N044-035	Active	LogiCover	Depth Sensor	Depth	BluX
N092-001	Active	LogiCover	Depth Sensor	Depth	BluX
N107-040	Active	LogiCover	Depth Sensor	Depth	BluX
N114-059	Active	LogiCover	Depth Sensor	Depth	BluX
Outfall 056	Active	Isco 2110	Ultrasonic	Depth	Cipher
Outfall 069 Overflow	Active	Isco 2160	Ultrasonic	Depth	Cipher
Overflow at Birmingham	Active	LogiCover		Flow	BluX
S006-016	Active	LogiCover	Depth Sensor	Depth	BluX
S009-012	Active	DuraTracker	AV Probe	Depth	Cipher
S009-017	Active	Isco 2150	AV Probe	Depth	Cipher
S010-062	Active	LogiCover	AV Probe	Flow	BluX
S011-005	Active	DuraTracker	Ultrasonic	Depth	Cipher
S011-043	Active	DuraTracker	Ultrasonic	Depth	Cipher
S011-062	Active	DuraTracker	Ultrasonic	Depth	Cipher
S012-004	Active	DuraTracker	AV Probe	Depth	Cipher
S024-087	Active	LogiCover	AV Probe	Flow	BluX
S024-091	Active	Isco 2150	AV Probe	Flow	Cipher
S024-103	Active	LogiCover	Depth Sensor	Depth	BluX
S024-209 B	Active	DuraTracker	AV Probe	Flow	Cipher
S027-077	Active	Isco 2150	AV Probe	Depth	Cipher
S027-090	Active	DuraTracker	Ultrasonic	Depth	Cipher
S027-304	Active	Isco 2150	AV Probe	Flow	Cipher
S027-309	Active	Isco 2150	AV Probe	Flow	Cipher
S027-426	Active	DuraTracker	AV Probe	Flow	Cipher
S027-457	Active	Isco 2150	AV Probe	Flow	Cipher
S028-078	Active	DuraTracker	Ultrasonic	Depth	Cipher
S028-079	Active	Isco 2150	AV Probe	Flow	Cipher
S028-147	Active	Isco 2150	AV Probe	Flow	Cipher
S028-242	Active	Isco 2150	AV Probe	Flow	Cipher
S028-302	Active	Preview	Ultrasonic	Depth	Waterspout
S028-574	Active	Isco 2150	AV Probe	Flow	Cipher
S029-099	Active	Isco 2150	AV Probe	Flow	Cipher
S031-354	Active	LogiCover	Depth Sensor	Depth	BluX
S032-340	Active	LogiCover	Depth Sensor	Depth	BluX
S033-457	Active	LogiCover		Depth	BluX
S033-511	Active	LogiCover	Depth Sensor	Depth	BluX
S035-431	Active	DuraTracker	AV Probe	Flow	Cipher
S048-120	Active	DuraTracker	Ultrasonic	Depth	Cipher
S052-203	Active	LogiCover	Depth Sensor	Depth	BluX
S053-127 North	Active	Preview	Ultrasonic	Depth	WaterSpout
S053-127 South	Active	Preview	Ultrasonic	Depth	BluX & Waterspout
S053-127 South	Active	LogiCover	Depth Sensor	Depth	BluX
S053-397	Active	LogiCover	Depth Sensor	Depth	BluX
S054-081	Active	LogiCover	Depth Sensor	Depth	BluX
S054-136	Active	LogiCover	Depth Sensor	Depth	BluX

S054-144	Active	LogiCover	Depth Sensor	Depth	BluX
S058-202	Active	LogiCover	Depth Sensor	Depth	BluX
S058-617	Active	DuraTracker	AV Probe	Flow	Cipher
S059-009	Active	LogiCover	AV Probe	Flow	BluX
S072-131	Active	LogiCover	Depth Sensor	Depth	BluX
S073-037	Active	Preview	AV Probe	Flow	WaterSpout
S076-519	Active	LogiCover	Depth Sensor	Depth	BluX
S078-019	Active	LogiCover	Depth Sensor	Depth	BluX
S078-174	Active	DuraTracker	AV Probe	Depth	Cipher
S078-323	Active	LogiCover	Depth Sensor	Depth	BluX
S078-341	Active	LogiCover	Depth Sensor	Depth	BluX
S078-541	Active	LogiCover	Depth Sensor	Depth	BluX
S079-085	Active	LogiCover	Depth Sensor	Depth	BluX
S079-086	Active	LogiCover		Depth	BluX
S079-203	Active	LogiCover	Depth Sensor	Depth	BluX
S079-219	Active	DuraTracker	Ultrasonic	Depth	Cipher
S079-468	Active	LogiCover	Depth Sensor	Depth	BluX
S079-619	Active	LogiCover	Depth Sensor	Depth	BluX
S079-640	Active	LogiCover	Depth Sensor	Depth	BluX
S080-286 (old S080-240)	Active	LogiCover		Depth	BluX
S081-265	Active	LogiCover	Depth Sensor	Depth	BluX
S081-267	Active	LogiCover	Depth Sensor	Depth	BluX
S081-272	Active	LogiCover	Depth Sensor	Depth	BluX
S081-498	Active	LogiCover	Depth Sensor	Depth	BluX
S082-010	Active	DuraTracker	AV Probe	Flow	Cipher
S082-345	Active	LogiCover	Depth Sensor	Depth	BluX
S097-005	Active	LogiCover	Depth Sensor	Depth	BluX
S098-001	Active	LogiCover	Depth Sensor	Depth	BluX
S100-420	Active	LogiCover	Depth Sensor	Depth	BluX
S101-122	Active	LogiCover	Depth Sensor	Depth	BluX
S103-111	Active	LogiCover	Depth Sensor	Depth	BluX
S103-272	Active	LogiCover	Depth Sensor	Depth	BluX
S103-423	Active	LogiCover	Depth Sensor	Depth	BluX
S104-076	Active	LogiCover	Depth Sensor	Depth	BluX
S104-085	Active	LogiCover	Depth Sensor	Depth	BluX
S104-263	Active	DuraTracker	AV Probe	Flow	Cipher
S104-451Sa North	Active	DuraTracker	AV Probe	Flow	Cipher
S104-451Sa South	Active	Isco 2150	AV Probe	Flow	BluX
S104-474	Active	LogiCover	Depth Sensor	Depth	BluX
S105-383	Active	LogiCover	Depth Sensor	Depth	BluX
S106-032	Active	Preview		Depth	WaterSpout
S106-034	Active	DuraTracker	AV Probe	Depth	Cipher
S121-019	Active	LogiCover	AV Probe	Flow	BluX
S121-080	Active	LogiCover	Depth Sensor	Depth	BluX
S122-206E	Active	Isco 2150	Ultrasonic	Flow	Cipher
S122-206W	Active	Isco 2110	Ultrasonic	Depth	Cipher
S122-394	Active	Isco 2150	AV Probe	Flow	Cipher
S122-397W	Active	Isco 2150	AV Probe	Flow	Cipher
S122-706	Active	Isco 2150	AV Probe	Flow	Cipher
S123-331	Active	LogiCover	Depth Sensor	Depth	BluX
S123-335 A	Active	LogiCover	Depth Sensor	Depth	BluX
S124-121	Active	LogiCover	Depth Sensor	Depth	BluX
S124-185	Active	LogiCover	Depth Sensor	Depth	BluX
S127-451	Active	LogiCover	AV Probe	Flow	BluX
S128-356	Active	Isco 2150	AV Probe	Flow	Cipher

S128-360	Active	Isco 2150	AV Probe	Flow	Cipher
S128-362	Active	Isco 2150	AV Probe	Flow	Cipher
S128-369	Active	DuraTracker	AV Probe	Depth	Cipher
S128-724	Active	LogiCover	AV Probe	Flow	BluX
S128-762	Active	LogiCover	AV Probe	Flow	BluX
S128-820 North	Active	LogiCover	AV Probe	Flow	BluX
S128-820 West	Active	LogiCover	AV Probe	Flow	BluX
S129-256	Active	Preview		Depth	WaterSpout
S147-029	Active	DuraTracker	AV Probe	Flow	Cipher
S147-150	Active	DuraTracker	AV Probe	Depth	Cipher
S147-885	Active	Isco 2150	AV Probe	Flow	Cipher
S147-885 Overflow	Active	Isco 2150	AV Probe	Flow	Cipher
S148-052sa	Active	LogiCover	Depth Sensor	Depth	BluX
S148-588	Active	DuraTracker	Ultrasonic	Depth	Cipher
S151-201	Active	LogiCover	Depth Sensor	Depth	BluX
S171-014	Active	LogiCover	Depth Sensor	Depth	BluX
SSMH 105 (North)	Active	Isco 2110	Ultrasonic	Depth	Cipher
SSMH 112 (South)	Active	Isco 2110	Ultrasonic	Depth	Cipher
SSMH 119 (Central)	Active	Isco 2110	Ultrasonic	Depth	Cipher
N014-049	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N022-034	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N026-010	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N034-024	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N043-032	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N045-006 Radar	Maintenance/Hardware	LogiCover	Radar	Radar	BluX
N059-009	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N093-087	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N101-007	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
N117-035	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
N164-015	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S010-057	Maintenance/Hardware	LogiCover	Radar	Radar	BluX
S025-278	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S027-433	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S028-251	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S028-292	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S030-832	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S032-193	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S032-474	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S033-383	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S033-406	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S033-447	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S033-538	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S034-188	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S034-253	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S034-271	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S034-490	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S048-058	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S048-117	Maintenance/Hardware	DuraTracker	AV Probe	Flow	Cipher
S050-201	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S051-061	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S051-198	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S051-447	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S053-037	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S053-619	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S054-130	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX

S054-162	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S058-467	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S075-209	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S078-343	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S078-488	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S079-231	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S080-258	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S080-375	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S080-714	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S080-738	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S081-053	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S081-082	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S083-129	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S085-175	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S097-020	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S097-176	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S098-313	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S103-084	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S103-601	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S104-069	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S104-109	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S106-008Sa	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S106-176	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S123-043	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S123-290	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S123-330	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S123-335 B	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S123-353	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S124-189	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S124-475	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S128-159	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-498	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-704	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-720	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-769	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-774	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-791	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-813	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-814	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S128-816 East	Maintenance/Hardware	LogiCover		Flow	BluX
S128-816 North	Maintenance/Hardware	LogiCover		Flow	BluX
S146-016	Maintenance/Hardware	LogiCover	AV Probe	Flow	BluX
S196-021	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
S220-055	Maintenance/Hardware	LogiCover	Depth Sensor	Depth	BluX
Sante Fe PS	Maintenance/Hardware			Pump Station	BluX
Sante Fe PS WW	Maintenance/Hardware			Pump Station	BluX
Turkey Creek PS Total	Maintenance/Hardware			Pump Station	BluX
Turkey Creek PS WW	Maintenance/Hardware			Pump Station	BluX

ATTACHMENT E

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not,

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

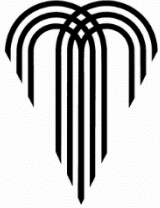
Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

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

ATTACHMENT F

CREO KC DOCUMENTS

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



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project)

Department

(Bidder/Proposer)

STATE OF _____)

) ss

COUNTY OF _____)

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

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

| **BIDDER/PROPOSER PARTICIPATION:** _____% MBE _____% WBE

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

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

| Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____



Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

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



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

WBE FIRMS:

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

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

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

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



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

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____
 Project Location/Number _____

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

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

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



___The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

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

2. Name of MBE/WBE Firm _____
Address _____

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

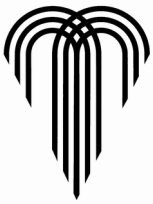
On this _____ day of _____, _____, before me appeared _____, to me personally known to be the _____ of the _____,

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

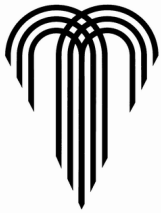
NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title



Attachment G

PAYMENT BOND

Project Number _____

Project Title _____

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

WHEREAS,

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

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

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

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

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

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

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



PERFORMANCE BOND

Project Number _____

Project Title _____

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

WHEREAS,

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, 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- 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)

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

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

- 1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as _____.
- 2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
- 3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
- 4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.

Signature of affiant

On this ____ day of _____, 2023 before me, _____, a Notary Public in and for said state, personally appeared (_____), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Notary Public My commission expires: _____

Affidavit of Compliance With the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI)
) ss.
COUNTY OF)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Signature of affiant

On this ____ day of _____, _____ before me, _____, a Notary Public in and for said state, personally appeared (_____), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Notary Public
My commission expires: _____

ATTACHMENT K

Non-Construction Subcontractors Listing

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

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

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

ATTACHMENT L

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unauthorized 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, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

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

Contractor:

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

Kansas City:

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



File #: 240063

ORDINANCE NO. 240063

Sponsor: Director of Public Works Department

Appropriating \$727,244.81 from the Unappropriated Fund Balance of the Development Services Fund to provide funding for management of Tax Increment Financing (TIF) for roadway, bridge, and other transportation related improvement projects; and recognizing an accelerated effective date.

WHEREAS, on July 19, 2012, the City Council passed Ordinance 120618 which approved the Twelfth Amendment to the KCI Corridor Tax Increment Financing Plan that included improvements to Old Tiffany Springs Road (aka N.W. Old Stagecoach Road) from Green Hills Road to Line Creek Parkway; and

WHEREAS, the City Planning and Development Department and the Department of Public Works executed a Memorandum of Understanding effective October 28, 2020, that allows the Department of Public Works to receive a portion of fees collected to provide project management and project coordination of TIF projects; and

WHEREAS, on October 6, 2022, the City Council passed Ordinance 220883 which approved a Master Planned Development Plan that included relocation of the intersection of N. Mexico City Avenue and N.W. Roanridge Road/N.W. 132nd Street; and

WHEREAS, the City Planning and Development Department has collected the required fees for the projects at N. Mexico City Avenue and N.W. Old Stagecoach Road; and

WHEREAS, the Department of Public Works' portion of those fees totals \$727,244.81; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That \$727,244.81 is hereby appropriated from the Unappropriated Fund Balance to the following accounts in the Development Services Fund:

24-2210-891572-B-89008956	N. Mexico City Avenue	\$628,151.32
24-2210-891572-B-89008891	N.W. Old Stagecoach Road	99,093.49
	TOTAL:	<u>\$727,244.81</u>

Section 2. This ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter in that it appropriates money, and shall take effect in accordance with Section 503, City Charter.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240063

Submitted Department/Preparer: Public Works

Revised 11/01/23

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

Executive Summary

Appropriating \$727,244.81 from the Unappropriated Fund Balance of the Development Services Fund to provide funding for management of Tax Increment Financing (TIF) for roadway, bridge, and other transportation related improvement projects; and recognizing an accelerated effective date.

Discussion

This ordinance transfers 89% of the development fees collected by the City Planning and Development Department from the developer(s) to the Public Works Department, per the MOU between the departments, to pay for the administrative costs of project management, project plan review, and construction inspection of the projects. The N Mexico City Avenue project (\$628,151.32) and the NW Old Stagecoach Road project (\$99,093.49) are both currently under construction.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Fund: 2210 – Development Services (fees have been paid by developers)
3. How does the legislation affect the current fiscal year?
This ordinance has no expected affect on the current fiscal year.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
This is a one-time appropriation and will have no direct fiscal impact in future fiscal years.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

This ordinance transfers existing funds from one department to another per MOU.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

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

Prior Legislation

120618, 220883

Service Level Impacts

None. This is a fiscal transfer.

Other Impacts

1. What will be the potential health impacts to any affected groups?
None
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
N/A
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

This is only a fiscal transfer.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



APPROPRIATION TRANSACTION

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: Water Services

BUSINESS UN KCMBU DATE: 1/10/2024 JOURNAL ID: _____

LEDGER GROUP: ADMIN

<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>	<u>INC/DEC</u>
8010	807701	611060	80002521	\$ 6,700,000.00	INC
TOTAL					<u>#####</u>

DESCRIPTION: _____ NET #####

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



File #: 240071

ORDINANCE NO. 240071

Sponsor: Director of the General Services Department

Declaring certain real property generally located in the northeast corner of Hodge Park off Northeast Shoal Creek Parkway, Kansas City, Missouri surplus to the City's needs; authorizing the Director of the Parks and Recreation Department to offer the sale of the City's interest in this real property in accordance with City regulations, and execute related documents to complete the transfer of the real property while reserving easements, as necessary, for any existing City owned sewer, storm water, and water line infrastructure on the said property.

WHEREAS, the City owns rights in certain real property generally in the northeast corner of Hodge Park off Northeast Shoal Creek Parkway, Kansas City, Missouri; and

WHEREAS, pursuant to Ordinance No. 190376 and a special election ballot held on November 5, 2019, the Board of Parks and Recreation Commissioners determined to remove approximately a thirty-six acre tract for another public use in Hodge Park and transfer to a school district for terms and consideration acceptable to the City in order for the district to build a school in the northeast corner of the park off Northeast Shoal Creek Parkway because the school population growth, including Kansas City residents in this area of the school district requires a new school in the Hodge Park Area; and

WHEREAS, North Kansas City School District is the only qualified purchaser pursuant to the ballot language authorized by Ordinance No. 190376; and

WHEREAS, all City departments have been notified and this property is not needed by the City and no interest has been expressed in retaining the land for future public use; and

WHEREAS, the Parks Department and the North Kansas City School District have negotiated the sale and transfer of this property, and agreed upon terms and consideration that acceptable to both parties; and

WHEREAS, all existing easements, right of way, and/or any other encumbrances affecting the real property, shall remain in effect as set forth in the Special Warranty Deed or similar conveyance executed as a part of the subsequent transfer; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the parcels described below are hereby declared surplus to the City's needs.

Section 2. That the Director of the Parks and Recreation Department is hereby authorized to offer for sale in accordance with City regulations and the November 5, 2019 special election ballot language, and for terms and conditions acceptable to the City with such conditions determined appropriate by the Director of Parks and Recreation, the City's rights in the property located in the northeast corner of Hodge Park off Northeast Shoal Creek Parkway, Kansas City, Missouri, hereinafter referred to as the "Property" and legally described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 4, Township 51 North, Range 32 West of the 5th Principal Meridian in the City of Kansas City, Clay County, Missouri; thence along the North line of said Quarter Section South 89 degrees 15 minutes 17 seconds east a distance of 1799.96 feet; thence departing said line South 1 degree 21 minutes 54 seconds west a distance of 40.00 feet to a point on the South right of way of Shoal Creek Parkway, as now established, and Point of Beginning, being also the Northwest corner of a tract described in Book 1424, Page 106 in the Clay County Recorder's Office; thence continuing South 1 degree 21 minutes 54 seconds west along the West line of said tract a distance of 2117.04; thence departing said line North 89 degrees 47 minutes 31 seconds west a distance of 1025.93 feet; thence North 1 degree 21 minutes 54 seconds east a distance of 748.97 feet; thence North 51 degrees 07 minutes 40 seconds east a distance of 389.08 feet; thence North 21 degrees 35 minutes 15 seconds east a distance of 1208.60 feet to a point on said North right of way of Shoal Creek Parkway; thence South 89 degrees 15 feet 17 seconds east along said line a distance of 310.96 feet to the Point of Beginning, containing 36.00 acres, more or less, subject to easements and restrictions of record.

Subject to building lines, easements, reservation, restrictions, covenants and conditions of record.

Further subject to any and all other existing easements, right of way, and/or any other encumbrances, recorded or non-recorded, affecting the real property, and also subject to a reservation of easements, as necessary, for City owned sewer, storm water, and/or water line infrastructure located on the said property and existing on or before the execution of this Deed.

Section 3. That the Director of Parks and Recreation is hereby authorized to execute any real estate or other documents needed to effectuate this transaction and convey the Property to North Kansas City Schools No. 74 as the only qualified purchaser.
..end

Approved as to form:

Abigail Judah
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240071

Submitted Department/Preparer: General Services

Revised 11/01/23

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

Executive Summary

Declaring certain real property generally located in the northeast corner of Hodge Park off Northeast Shoal Creek Parkway, Kansas City, Missouri surplus to the City's needs; authorizing the Director of General Services to offer the sale of the City's interest in this real property in accordance with City regulations, and execute related documents to complete the transfer.

Discussion

Ordinance No. 190376 and a special election ballot held on November 5, 2019, the Board of Parks and Recreation Commissioners determined to remove approximately a thirty-six acre tract for another public use in Hodge Park and transfer to a school district for terms and consideration acceptable to the City in order for the district to build a school in the northeast corner of the park off Northeast Shoal Creek Parkway because the school population growth.

Fiscal Impact

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

Office of Management and Budget Review
(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

There is no direct fiscal impact as a result of this ordinance.

Citywide Business Plan (CWBP) Impact

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
 - Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - Foster a solutions-oriented, welcoming culture for employees and City Partners.
 -
 -
 -

Prior Legislation

Ord.190376

Service Level Impacts

Surplus of the site would prompt development and relinquish City maintenance responsibilities

Other Impacts

1. What will be the potential health impacts to any affected groups?
This is a surplus ordinance and has not been evaluated against this subject matter.
2. How have those groups been engaged and involved in the development of this ordinance?
This is a surplus ordinance and has not been evaluated against this subject matter.
3. How does this legislation contribute to a sustainable Kansas City?
Potential Economic Development
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.
Click or tap here to enter text.

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

No - CREO's review is not applicable (Press tab after selecting)
Please provide reasoning why not:
This is a surplus ordinance and has not been evaluated against this subject matter.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

GENERAL SERVICES DEPARTMENT

Ordinance 240071

Presented by:

Ashley Wise, Real Estate Manager

January 31, 2024



General
Services
Department

QUESTIONS?



General
Services
Department



File #: 240088

ORDINANCE NO. 240088

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a one-year term and supply contract (No. EV3213) with Ace Pipe Cleaning, Inc. that exceeds the \$400,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) for the purpose of sludge hauling and removal; and authorizing the Manager of Procurement Services to execute contract amendments and exercise the City's five one-year renewal options without additional Council authorization. in order to execute contract.

WHEREAS, pursuant to Code of Ordinances Section 3-41(a)(2), department directors may enter into service contracts in which the term does not exceed six years, or six one-year terms and consideration does not exceed \$400,000.00; and

WHEREAS the proposed contract provides for the removal of all materials including any and all miscellaneous debris in support of Capital Improvement Projects at all facilities and sewers. The materials shall be removed from any treatment plant, pump station, bar screens, wet wells, clarifiers, pits, tanks, trickling filters, heat exchangers, incinerators, piping system, lagoons, and sewer lines, as directed by the Water Services Department; and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize contracts in excess of \$400,000.00; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a one-year term and supply contract (No. EV3213) with Ace Pipe Cleaning, Inc. that exceeds the \$400,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) for the purpose of sludge hauling and removal.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments and exercise the City's five one-year renewal options without additional Council authorization.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240088

Submitted Department/Preparer: General Services

Revised 11/01/23

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

Executive Summary

Authorizing the Manager of Procurement Services to exceed the \$1,000,000 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) in order to execute contract No. EV3213 with Ace Pipe Cleaning, Inc. for the purpose of sludge hauling and removal supporting capital improvement projects.

Discussion

Project Justification.

It is in the best interest of the City to enter into a contract with Ace Pipe Cleaning, Inc. This Project will provide for the the removal of all materials including grit, snails, sludge, ash, screenings, grease, and any miscellaneous debris in support of Capital Improvement Projects at all facilities and sewers. The condition of the materials to be removed will be wet and/or dry. The materials shall be removed from any treatment plant, pump station, bar screens, wet wells, clarifiers, pits, tanks (open or closed), trickling filters, heat exchangers, incinerators, piping system, lagoons, and sewer lines, as directed by the Water Services Department to support Capital Improvement Projects. Upon removal, Contractor shall clean to the extent practical the removal area using high-pressure washing equipment. Wash water will be disposed as directed by the Water Services Department.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Sewer Fund
Account No. 24-8110-807778-611060
3. How does the legislation affect the current fiscal year?

Work on this project will begin in FY24. Invoices will be submitted by the contracted firm on a monthly basis.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Funds will be encumbered in the current fiscal year and each subsequent fiscal year.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

The Sewer Fund has sufficient appropriations in the account string indicated to fulfill the intent of this ordinance.

Citywide Business Plan (CWBP) Impact

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

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

Prior Legislation

NA

Service Level Impacts

This project will improve the performance and infrastructure of Citywide Facility operations.

Other Impacts

1. What will be the potential health impacts to any affected groups?
NA

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

3. How does this legislation contribute to a sustainable Kansas City?
Contractor shall include in their project proposals any “green, eco-friendly or sustainable” products as requested by City.

4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.
Click or tap here to enter text.

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)
Please attach or copy and paste CREO's review.

The General Services Department applied Water Services section 04. Water Facilities, MBE 11% and WBE 11%.

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

Yes(Press tab after selecting)

List the three (3) lowest bidders in addition to the selected bidder.

Two bids were received: 1) Ace Pipe Cleaning Inc.; 2) Environmental Work Inc.

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

No(Press tab after selecting)

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request**

Date: 06/29/2023
Form Prepared By: Kevin White

Contract/Project Number: 1702/60810117	Project Name: Sludge Hauling for Capital Projects
Owning Department: Facilities and Plants Engineering	Project Manager: Kevin White

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: 365 (estimated)	Anticipated Solicitation Date: July 18, 2023
---	--

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: EV Contract

Description of Contract (Provide Details):

This Project will provide for the the removal of all materials including grit, snails, sludge, ash, screenings, grease, and any miscellaneous debris in support of Capital Improvement Projects at all facilities and sewers. The condition of the materials to be removed will be wet and/or dry. The materials shall be removed from any treatment plant, pump station, bar screens, wet wells, clarifiers, pits, tanks (open or closed), trickling filters, heat exchangers, incinerators, piping system, lagoons, and sewer lines, as directed by the Water Services Department to support Capital Improvement Projects. Upon removal, Contractor shall clean to the extent practical the removal area using high-pressure washing equipment. Wash water will be disposed as directed by the Water Services Department.

Pursuant to RSMo. Section 610.021(11) & (12) documents related to bids will not be made available until bids are completed.

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

FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No Type: _____

According to CREO Annual Goal Manual, the Goals for this project are:

11 % MBE	11 % WBE	_____ % DBE
----------	----------	-------------

Electronic Record? Yes No

GSD Signature: *Cory Burress* Date: 8/1/2023
DocuSigned by: C083C75EA6AB4DD...

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

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: _____

Electronic Record? Yes No

CREO Signature: _____ Date: _____



Inter-Departmental Communication

Date: November 3, 2023

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

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

Subject: CUP Summary #: 240088

CONTRACTOR: Ace Pipe Cleaning
 Address: 6601 Universal Ave.
 Kansas City, MO 64120
 Contract #: EV3213 / 6080117-1702- Structure Cleaning & Sludge Hauling for Capital Projects
 Contract Amount: \$1,000,000.00
 MBE Goal: 11%
 WBE Goal: 11%
 Total MBE Achieved: 11%
 Total WBE Achieved: 11%

MBE SUBCONTRACTORS:
 Name: Elite Root Control, LLC
 Address: 6220 Blue Ridge Cutoff, Suite 300
 Raytown, MO 64133
 Scope of Work: Structure Cleaning / Sludge Hauling
 Subcontract Percentage: 11%
 Ownership: Gardner, Quentin
 Structure: African-American Male Code: 15

WBE SUBCONTRACTORS:
 Name: She Digs It, LLC
 Address: 600 SE Central Dr.
 Blue Springs, MO 64014
 Scope of Work: Structure Cleaning / Sludge Hauling
 Subcontract Percentage: 11%
 Ownership: Gerstner, Cheryl
 Structure: Caucasian Female Code: 27

Comments:



File #: 231049

ORDINANCE NO. 231049

Sponsor: Director of the Public Works Department

Authorizing the Director of Public Works to execute a Cooperative Agreement with Bird Rides, Inc. for continued operation of shared-use electric scooters through December 31, 2026.

WHEREAS, the City of Kansas City, Missouri supports innovation in transportation and welcomes multimodal mobility options; and

WHEREAS, Bird Rides, Inc. was selected as one of four operators chosen by the City through a formal procurement to begin operating shared-use electric scooters within the City beginning in May 2019; and

WHEREAS, although the other selected operators of the City’s procurement process have ceased electric scooter operations since the procurement, Bird has continued to provide this service within Kansas City; and

WHEREAS, Bird also recently served as the sole operator of shared electric scooters in Qatar for the World Cup held in 2023, and is able to parlay that experience in Kansas City in preparation for the City’s involvement in the 2026 World Cup; and

WHEREAS, given the length of the extension in addition to the current time operating within the City, Council approval is required; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is authorized to execute a Cooperative Agreement with Bird Rides, Inc. for continued operation of shared-use electric scooters through December 31, 2026.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Assistant City Attorney

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request**

Date: 06/29/2023
Form Prepared By: Kevin White

Contract/Project Number: 1702/60810117	Project Name: Sludge Hauling for Capital Projects
Owning Department: Facilities and Plants Engineering	Project Manager: Kevin White

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: 365 (estimated)	Anticipated Solicitation Date: July 18, 2023
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Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: EV Contract

Description of Contract (Provide Details):

This Project will provide for the the removal of all materials including grit, snails, sludge, ash, screenings, grease, and any miscellaneous debris in support of Capital Improvement Projects at all facilities and sewers. The condition of the materials to be removed will be wet and/or dry. The materials shall be removed from any treatment plant, pump station, bar screens, wet wells, clarifiers, pits, tanks (open or closed), trickling filters, heat exchangers, incinerators, piping system, lagoons, and sewer lines, as directed by the Water Services Department to support Capital Improvement Projects. Upon removal, Contractor shall clean to the extent practical the removal area using high-pressure washing equipment. Wash water will be disposed as directed by the Water Services Department.

Pursuant to RSMo. Section 610.021(11) & (12) documents related to bids will not be made available until bids are completed.

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FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No Type: _____

According to CREO Annual Goal Manual, the Goals for this project are:

11 % MBE	11 % WBE	% DBE
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Electronic Record? Yes No

GSD Signature: *Cory Burress* Date: 8/1/2023
DocuSigned by: C083C75EA6AB4DD...

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

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

% MBE	% WBE	% DBE
-------	-------	-------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: _____

Electronic Record? Yes No

CREO Signature: _____ Date: _____



**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request**

Date: 06/16/2023
Form Prepared By: Jonathan Lyke

Contract/Project Number: 1705/ 60810123	Project Name: Smart Sensor Network Maintenance and Field Services - Supplemental Services
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Owning Department: Water Services	Project Manager: Jonathan Lyke
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Funding: City State Federal CO-OP Grant: Other:

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: 365	Anticipated Solicitation Date: 06/20/2023
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Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):

The Water Services Department (KC Water) of the City of Kansas City, Missouri is seeking specialized technical services to maintain it's sewer system smart sensor network for the collection of reliable data and to update the sensor network as needed to support multiple data use cases and to interface field devices with KC Water's new wastewater SCADA system currently being implemented. Data use cases include sewer collection system operation and maintenance performance monitoring, collection system hydraulic modeling, and verification of the City's compliance with the Consent Decree to reduce sewer system wet weather overflows. Per Page 36 of the 2022-2023 CREO Annual Goals Manual, the M/WBE goals for Overflow Control type projects are to be 11% MBE and 11% WBE.

Pursuant to RSMo. Section 610.021(11) & (12) documents related to bids will not be made available until bids are completed.

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

FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No Type: _____

According to CREO Annual Goal Manual, the Goals for this project are:

_____ 11 % MBE	_____ 11 % WBE	_____ % DBE
----------------	----------------	-------------

Electronic Record? Yes No

DocuSigned by: _____

GSD Signature: *Darrell Everette* Date: 6/20/2023

8D98B9CAE78542A

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

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: _____

Electronic Record? Yes No

CREO Signature: _____ Date: _____



**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request**

Date: 06/16/2023
Form Prepared By: Jonathan Lyke

Contract/Project Number: 1705/ 60810123	Project Name: Smart Sensor Network Maintenance and Field Services - Supplemental Services
--	--

Owning Department: Water Services	Project Manager: Jonathan Lyke
--	---------------------------------------

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
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Estimated Number of Project Days: 365	Anticipated Solicitation Date: 06/20/2023
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Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):

The Water Services Department (KC Water) of the City of Kansas City, Missouri is seeking specialized technical services to maintain it's sewer system smart sensor network for the collection of reliable data and to update the sensor network as needed to support multiple data use cases and to interface field devices with KC Water's new wastewater SCADA system currently being implemented. Data use cases include sewer collection system operation and maintenance performance monitoring, collection system hydraulic modeling, and verification of the City's compliance with the Consent Decree to reduce sewer system wet weather overflows. Per Page 36 of the 2022-2023 CREO Annual Goals Manual, the M/WBE goals for Overflow Control type projects are to be 11% MBE and 11% WBE.

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FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No **Type:** _____

According to CREO Annual Goal Manual, the Goals for this project are:

_____ 11 % MBE	_____ 11 % WBE	_____ % DBE
----------------	----------------	-------------

Electronic Record? Yes No

DocuSigned by:
GSD Signature: *Darrell Everette* Date: 6/20/2023
8D98B9CAE78542A

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

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: _____

Electronic Record? Yes No

CREO Signature: _____ Date: _____

