

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
CONTRACT NO. EV2692-1
ON-CALL SEWER LINE/WATER MAIN CLEANUP AND RESTORATION SERVICES
LAW 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 maximum amount that City shall pay Contractor under this Contract and the prices at which all work is to be provided by the Contractor, is set forth in the Standard Pricing Schedule, incorporated into this Agreement as:

Attachment A – Standard Pricing Schedule

- (1) If the estimated cost of the Work does not exceed \$25,000.00 or the Work will not take longer than two weeks to complete, the Contractor shall provide via e-mail a written cost estimate for City’s approval prior to proceeding with the Work.
 - (2) If the Contractor cannot definitively estimate the cost of the Work, but the cost is expected to exceed \$25,000.00 or the Work is expected to take longer than two weeks to complete, the Contractor shall provide a written weekly report by email that reflects the amount of charges incurred for the Work to date. The Contractor shall also provide a revised cost estimate and time estimate every two weeks as the Work progresses.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis:
- (1) **For projects that take one month or less to complete and/or costs \$25,000.00 or less, Contractor shall bill the City once at the completion of a project.** City shall pay the invoice within 30 days of the City’s approval of the invoice. City shall approve the invoice within seven business days of receipt or notify the Contractor for the need for an extension or return the invoice for correction.
 - (a) If Contractor does not receive payment within 40 days of submission of the invoice, the Contractor shall provide notice to the Law Department’s Deputy Director.
 - (b) If Contractor does not receive payment within 50 days of submission of the invoice, the Contractor shall provide notice to the Law Department’s City Attorney.
 - (2) **For projects that take more than one month to complete and/or costs more than \$25,000.00.** Contractor shall bill the City monthly. City shall

pay the invoice within 30 days of the City's approval of the invoice. City shall approve the invoice within seven business days of receipt or notify the Contractor for the need for an extension or return the invoice for correction.

- (a) If Contractor does not receive payment within 40 days of submission of the invoice, the Contractor shall provide notice to the Law Department's Deputy Director.
- (b) If Contractor does not receive payment within 50 days of submission of the invoice, the Contractor shall provide notice to the Law Department's City Attorney.

- 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. The invoice shall match the Contractor's Standard Pricing Schedule.
- E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract including and not limited to Contractor's compliance with Section 1.A (1) and 1.A(2).
- F. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the following Scope of Services, incorporated into this Agreement as:

Attachment B - Scope of Services

The Contractor shall provide all services in accordance with the Standard Pricing Schedule. If the Contractor performs any services requested by the City that is not listed in Standard Pricing Schedule, City shall pay the Contractor the actual cost of the service (with no mark-up) plus twenty percent.

Sec. 3. Notices. Unless otherwise provided in the contract, all notices required by this Agreement shall be in writing to the following:

City of Kansas City, Missouri

Alisa N. Chambers, Assistant City Attorney

Law Department

414 East 12th Street, 23rd Floor

Kansas City, MO 64106

Phone: (816)513-3144 Facsimile: (816) 513-3175
E-mail address: Alisa.Chambers@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 May 1, 2022 and end on April 30, 2023. The City shall have a unilateral right to renew this Contract for up five (5) additional one year terms in accordance with the Contract Documents. The **City Attorney** is authorized to extend the term of this contract and time of performance for this Contract. Contractor may submit an increase Contractor's pricing for any line item within 60 days prior the end of the renewal period. Contractor shall provide written justification to the City. If the City agrees to the price increase, the City and Contractor will execute a contract amendment.

Sec. 7. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – Standard Pricing Schedule
Attachment B – Scope of Services
Attachment C – Performance Bond
Attachment D – Subcontractors Listing Non-Construction
Attachment E – Insurance Certificate
Attachment F – Employee Eligibility Verification Affidavit

Sec. 8. Documents Incorporated by Reference. The following documents are not attached to this Contract but are incorporated into and made a part of this Contract by this reference:

- A. City's RFP No. EV2692
- B. Contractor's Proposal dated: _____;

- C. Each request for service issued by the City shall automatically incorporate the Contract as well as each supporting proposal submitted by Contractor.

Sec. 9. Responsibilities of City. City shall:

- A. Request service for each project to be performed under this Contract.
- B. Provide supporting project documentation as indicated in each proposal request.

Sec. 10. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.” Contractor shall notify the City in writing of any additional subcontractors utilized.

Attachment C – Subcontractors Listing Non-Construction

Sec. 11. Performance Bond. Contractor shall furnish a Performance Bond to City on City furnished forms executed by a Surety, in the amount of **\$30,000.00** guaranteeing Contractor’s faithful performance of each and every term of this Contract and all authorized changes.

- A. 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.
- B. 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. Purchase Orders and City’s Maximum Contractual Obligation.

- A. **Purchase Orders:** City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City’s Manager of Procurement Services for which funds have been certified and encumbered by the City’s Director of Finance. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor. **Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.**
- B. **Maximum Obligation:** In addition to Contractor’s obligation to not provide any services in excess of the dollar amount contained in any Purchase Order, Contractor shall notify the City in writing when the Contractor has spent 75 percent of the City’s Purchase Order. Contractor shall not exceed the Purchase Order dollar amount without prior written authorization of the City and City issues a new Purchase Order that authorizes the increase cost of the Work.
- C. **Emergency Purchase Order Authority:** If there is an emergency and the Contractor estimates it will exceed the Purchase Order Maximum Dollar Amount, the Contractor shall notify the Law Department and obtain approval to exceed the Maximum Dollar Amount of the Purchase Order.

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: _____

Title: _____

Approved as to form:

Assistant City Attorney